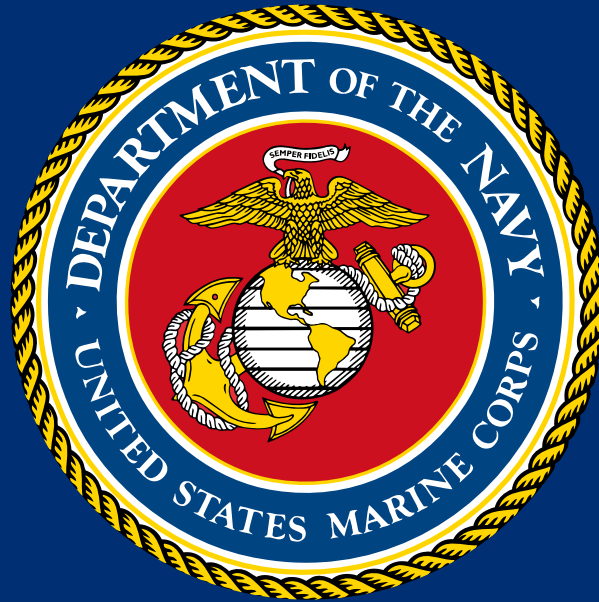


CONSOLIDATED
MASTER LABOR AGREEMENT
BETWEEN
THE UNITED STATES MARINE CORPS



AND
THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES



DATE: 19 JANUARY 2022

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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 on Federal Labor Management Relations, the following articles of this Consolidated Master Labor Agreement (CMLA), together with any and all amendments which may be agreed to at later dates, constitute the agreement between the U.S. Marine Corps (USMC), hereinafter referred to as the "Employer", and the American Federation of Government Employees (AFGE), hereinafter referred to as the "Council", covering the employees in the units described in Article 1.

This preamble applies to employees covered under the consolidated CMLA as described by the Federal Labor Relations Authority (FLRA).

The parties agree that the well-being of employees and the efficient administration of the USMC are benefited by providing employees an opportunity to participate, through representatives of the Council and Local Unions, in decisions pertaining to personnel policies and practices, which affect their conditions of employment.

The Council recognizes that the mission of the Employer is to provide a quick response combat capability for the United States, and to care for Marines and Sailors and their families. The Employer and the Council agree that the civilian employees of the USMC are integral and important members of the organization whose efficient and competent performance of duty is essential to the successful accomplishment of the Marine Corps mission. The Employer and the Council agree effective labor relations are in the public interest. Since the public interest demands the highest standards of employee performance, the Council and the Employer agree to continue to develop and implement modern and progressive work practices to facilitate and improve employee performance and to accomplish the mission of the Employer.

All references which assign work to specific management officials are intended to provide a guide for employees, and do not limit management's ability to designate alternate individuals within the management infrastructure.

This Agreement prescribes certain rights and obligations of employees, the Council, the Local Unions and the Employer, and establishes procedures that meet the special requirements and needs of USMC bargaining unit employees. The provisions of this Agreement should be interpreted in a manner consistent with an effective and efficient Marine Corps and its mission.

ARTICLE 1: RECOGNITION AND COVERAGE

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The American Federation of Government Employees (AFGE) is the exclusive representative of all employees in the consolidated units, as described in decisions of the FLRA. If either of these units is modified by the FLRA, this agreement shall apply to the unit or units as modified.

SECTION 2. As the exclusive representative, the AFGE has delegated to the Council of Marine Corps Locals, Council 240 (the Council), authority to act for, and to negotiate agreements covering all employees in the above bargaining units. The Council is responsible for representing the interests for all employees in the bargaining units without discrimination and without regard to membership in the AFGE.

ARTICLE 2: DEFINITIONS

1. Activity. For purposes of this Agreement, a unit, production plant, organization, or installation, performing a function or mission for the USMC that is commanded by a Colonel or above, unless otherwise determined by the Employer in accordance with 5 USC 7106.
2. Adverse Action. For the purpose of this Agreement, are removals, suspensions of more than fourteen (14) days, or emergency suspensions for more than thirty (30) days (NAF), reductions in grade or pay, and furloughs of thirty (30) days or less.
3. Alternative Dispute Resolution. Dispute resolution processes and techniques that act as a means for disagreeing parties to come to an agreement on any workplace issue to include complaints of discrimination and employee grievances. Includes use of methods such as mediation and conciliation.
4. Business Based Action (BBA). A non-disciplinary action used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission.
5. Conditions of Employment. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters—
 - (a) relating to political activities prohibited under subchapter iii of chapter 73 of this title;
 - (b) relating to the classification of any position; or
 - (c) to the extent such matters are specifically provided for by federal statute.
6. Compensatory Time. Time off with pay in lieu of overtime pay for irregular or occasional overtime work for both FLSA exempt and nonexempt employees.
7. Consultation. For purposes of this Agreement, an exchange of views and opinions on matters of mutual concern. Consultations and negotiations are not the same. Consultations allow 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.
8. Council. The entity acting as agent for the American Federation of Government Employees (AFGE), AFL-CIO, for purposes of representing the employees in the consolidated unit and the APF professional unit represented by the Council 240, and, along with the Employer, a party to this Agreement.
9. Counterproposal. A proposal offered in response to an earlier proposal from another party.
10. Crafts and Trades (CT) Employees. NAF Federal Wage System employees, including all crafts, trades and labor positions.
11. Day. A calendar day, unless otherwise specified within the CMLA.

12. Detail. A detail is a temporary, non-competitive assignment of an employee for a specific period, to a position different from the employee's regular assignment, including higher or lower graded positions, with the employee returning to the regular assigned duties at the end of the detail.

13. Disciplinary Action. For the purpose of the Agreement, are letters of reprimand, suspensions of an employee for fourteen (14) days or less or emergency suspensions that do not exceed thirty days (NAF).

14. Employee. An employee in the consolidated unit.

15. Employee (APF). An employee, as defined in Title 5 of United States Code in one of the consolidated units covered by this Agreement. APF employees are covered by laws and regulations administered and/or issued by the Office of Personnel Management. They are paid from funds appropriated by Congress.

16. Employee (NAF). A civilian employee who is paid from non-appropriated funds earned by the retail operations of the military services.

17. Employer. The Employer is the USMC.

18. Federal Employees Compensation Act (FECA). The Act which governs the workers' compensation program for APF employees and administered by the Department of Labor's Office of Workers' Compensation Programs.

19. Flexible Employee. Flexible employees serve in either continuing or temporary positions. Work may be scheduled in advance or on an "as needed" basis. Flexible employees are most appropriately used in positions that meet temporary or seasonal workforce needs, or where the work schedule fluctuates due to inconsistent workload. Flexible employees may be scheduled for 0-40 hours per week and have no right to any particular work schedule or hours of work.

20. Formal Discussion. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit, or their representatives, concerning any grievance, or any personnel policy or practices, or other general condition of employment.

21. Grievant. A member of one of the bargaining units covered by this Agreement, the Union, or the Employer who files a grievance.

22. Grievance. Grievance means any complaint—

- (a) by any employee concerning any matter relating to the employment of the employee;
- (b) by any labor organization concerning any matter relating to the employment of any employee; or
- (c) by any employee, labor organization, or agency concerning—

- (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
- (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

23. Informal Resolution. A way to resolve employee issues without using formal procedures.
24. Joint Travel Regulation. Those regulations applicable to DOD civilian employees who travel using DOD funding.
25. Letter of Requirement. Letter of requirement is a document identifying an employee has been placed on sick leave restriction for practices that evidences sick leave abuse. Such evidence is based on behavior patterns rather than mere assumptions or hearsay.
26. Local Union or Local. A component labor organization of the Council 240, which acts as the agent of the Council, within the local's area of jurisdiction except as otherwise provided in the Agreement.
27. Longshore and Harbor Worker's Compensation Act (33 USC 901). The Federal Statute establishing the workers' compensation program covering for NAF employees. The program is administered by the Department of Labor's Office of Workers' Compensation Programs.
28. Memorandum of Understanding (MOU). A document which memorializes an agreement resulting from bargaining during the term of the CMLA in accordance with the requirements of Article 4 of the CMLA.
29. Negotiate. Bargain for the purpose of discussion and settlement of terms leading to a collective bargaining agreement between parties.
30. Non-Appropriated Fund Instrumentality (NAFI). A DOD organizational entity which performs an essential government function. It provides morale, welfare, and recreational programs for military personnel and authorized civilians. As a fiscal entity, it maintains custody and control over non-appropriated funds.
31. Official Time. Duty time that is granted to representatives on behalf of the exclusive representative to perform representational functions 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 5 USC 7131(b).
32. Past Practice. Existing practices sanctioned by use and acceptance, which amount to terms and conditions of employment even though not specifically included in this CMLA. In order to constitute a binding past practice, it must be established that (1) the practice must involve a condition of employment; and (2) the practice must be consistently exercised for an extended period of time and followed by both parties, or followed by one party and not challenged by the

other over a substantially long duration. It should be noted that if a matter is not a condition of employment, it does not become a condition of employment either through practice or agreement.

33. Position. A classified position description within one of the consolidated units, filled or to be filled by an employee.

34. Progressive Discipline. As used in this Agreement, this term shall mean the procedure for evaluation by a management official to decide what the penalty shall be as part of a disciplinary action and/or adverse action. Progressive discipline is an element of just cause and provides guidelines in assessing penalties.

35. Representational Duties. Refers to activities undertaken by representatives, acting on behalf of the Council and/or Local Union, for purposes of fulfilling representational rights and duties, as defined in 5 USC 7114.

36. Representative. A person or entity designated by the Council or Local Union to act for the Council or Local Union. Representative is sometimes referred to by other names, such as but not limited to, union representative, employee representative, officer, steward, president, vice president, secretary, and treasurer.

37. Seniority. Determined by service computation date, as determined by creditable years of Federal service.

38. Servicing HRO. The Human Resources Office that supports a particular Command or location. Depending upon the employees served, it will be either APF or NAF.

39. Status quo. The existing state of affairs. To maintain the status quo is to keep things the way they presently are until the matter is resolved.

40. Status Quo Ante. The state of affairs as it was before. To maintain the status quo ante is to revert to the way things were prior to any change in a term or condition of employment until the matter is resolved.

41. (The) Statute. The Federal Service Labor Management Relations Statute, Chapter 71 of 5 U.S.C. (originally enacted as title VII of the Civil Service Reform Act).

42. Supervisor. Supervisor means an individual employed by the Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievance, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. This definition constitutes the meaning for labor-management relations purposes but does not apply for purposes of classification and pay determination.

43. Unfair Labor Practice (ULP). An action by the Employer, an Activity, Council or a Local Union which violates rights granted by the Statute. A ULP charge may be filed by the Employer, Activity, Council, Local Union, or employee, as authorized by 5 USC 7116.

44. Weekend. Two consecutive days, Saturday and Sunday.

45. Weingarten. In 1975 the United States Supreme Court, in the case of NLRB v. J. Weingarten, Inc., upheld a National Labor Relations Board decision that employees have a right, if they so request, to union representation during investigatory interviews that the employee reasonably believes may result in disciplinary action or adverse action. These rights have become known as the "Weingarten Rights."

ARTICLE 3: GOVERNING LAWS AND REGULATIONS

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA).

SECTION 2. Applicable Policies.

a. In the administration of all matters covered by this Agreement, Employer/Management officials and employees shall be governed by existing laws and government-wide rules and regulations as defined in the Statute in existence at the time this Agreement becomes effective and which are duly passed and adopted during the term of this Agreement.

b. In the administration of all matters governed by this Agreement, Employer/Management officials and employees shall also be governed by Department of Defense (DOD) policies, Department of the Navy (DON) policies, and Marine Corps policies (collectively referred to as “applicable regulations” throughout this Agreement) in existence at the time this Agreement becomes effective.

c. Either party may initiate bargaining to change the Employer’s regulations, orders, administrative directives, and policy statements (collectively referred to as policies) that apply to bargaining unit employees.

SECTION 3. Regulations and policies affecting bargaining unit employees which become effective after the effective date of this Agreement shall be binding upon officials and employees only to the extent that the terms of such are not in conflict with the provisions of this Agreement, unless otherwise negotiated.

ARTICLE 4: BARGAINING DURING THE TERM OF THE AGREEMENT

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). This article addresses the ongoing bargaining relationship of the parties regarding the general and day-to-day administration of the CMLA. It is the intent of the parties to achieve an improved effective and efficient relationship. The “covered by” doctrine applies. In pursuit of these objectives, the following sections will apply.

SECTION 2. Past practices pertaining to personnel policies, practices, and working conditions in operation on the effective date of this Agreement will continue if they comply with applicable law and regulations, and they have not been otherwise altered or addressed by this CMLA.

SECTION 3. Notification. Either party may initiate bargaining to change the Employer’s regulations, orders, administrative directives, and policy statements (collectively referred to as policies) that apply to bargaining unit employees consistent with this Article.

- a. The Employer/Council will notify the other party in writing of any changes originating above the activity level that give rise to a bargaining obligation under the Statute. Notifications will also be at the Employer/Council level for matters effecting more than one location.
- b. The local parties shall notify, address, and negotiate changes to working conditions, or personnel practices or policies which arise at the local level. Issues impacting both APF and NAF at the local level, which involve both the APF and NAF Human Resources Offices, are considered one (1) location for purposes of this CMLA.

SECTION 4. Notification Procedures. All notifications (local or to the level of recognition), such as notices of changes in working conditions, proposals, and counter-proposals, must be in writing. The parties agree email is sufficient. Notification to the other party begins on the date the other party reads the notification, or after five (5) days of delivery, whichever occurs first. Delivery receipts will be sufficient for all emails sent for notification and/or to request bargaining.

- a. Notification to the Council must be sent to the Council 240 President and designee. Notification to the Employer must be sent to the Associate Director, Labor and Employee Relations and designee.
- b. Notification to the Local Union must be sent to the Local Union President(s) or designee(s). Notification to the local activity must be sent to the Human Resources Director/Labor Relations Office.
- c. Once notification is received by either party, the other party shall submit proposals in writing, if any, within fifteen (15) days after receipt of the notification. If the receiving party does not submit proposals, or otherwise respond according to this section, the matter shall be considered acquiesced. For purposes of this subsection, the timelines above will commence on the following Monday for any notifications submitted on a Friday.

d. Negotiations shall commence on an agreeable date/time and location, but not later than fifteen (15) days from receipt of the receiving party's proposals. If the parties have not met to begin bargaining at the end of this time period, the notifying party may implement the change.

e. The parties may mutually agree to reduce the timeframe mentioned in c. above when situations call for a faster response. Such request for a reduced timeframe will be included in the notifications in a. and b. above.

f. Any agreement reached between the parties will be reduced to a Memorandum of Understanding (MOU). All MOUs preliminarily signed as a result of local negotiations will be forwarded to the Employer/Council for a consistency review. The consistency review will address whether the MOU is already covered by the CMLA; whether it violates law or regulation; or is inconsistent with a provision of the CMLA. If the MOU is approved by the Employer/Council, it will be sent for Agency Head approval. DOD has thirty (30) days to review/approve the MOU. The MOU will become effective upon the Agency Head approval.

SECTION 5. Procedures for Raising a Matter to the Level of Recognition.

a. The local activity or union may raise a matter to the Employer or Council (the local activity raises the issue to the Employer and the local union raises the issue to the Council) for negotiation at the level of recognition. This should be done only after the parties have made a good faith effort to negotiate the matter locally.

b. The parties agree such occurrences should be rare and agree that local level matters are best negotiated at the local level.

SECTION 6. Level of Recognition Bargaining.

a. Level of recognition bargaining will occur between the Employer's Associate Director, Labor and Employee Relations, and the President, AFGE, Council 240, or their respective designees, on an as needed basis. The Employer will pay travel and per diem costs associated with such bargaining. If the Employer elects to have additional individuals at the bargaining, the union will be entitled to have the same number of individuals on official time.

b. Complaints, grievances, appeals, or local issues may not be discussed.

c. Any agreement made during level of recognition bargaining shall be reduced to a written MOU. Review of any MOU will be in compliance with Section 4f.

SECTION 7. All duty to bargain and negotiability issues will be handled in accordance with law and regulation.



DEPARTMENT OF DEFENSE
DEFENSE CIVILIAN PERSONNEL ADVISORY SERVICE
4800 MARK CENTER DRIVE
ALEXANDRIA, VA 22350-1100

January 19, 2022

MEMORANDUM FOR THE COMMANDER UNITED STATES MARINE CORPS
ATTN: FRANCES BURT, ASSOCIATE DIRECTOR LER
3280 RUSSELL RD
QUANTICO VA, 22134

SUBJECT: Consolidated Master Labor Agreement between the United States Marine Corps and the American Federation of Government Employees (AFGE)

The subject agreement, executed on December 20, 2021, has been reviewed by this office pursuant to 5 U.S.C. §7114(c) and is conditionally approved, subject to the mandatory understanding below. The approval of this agreement does not constitute a waiver of, or exception to, any existing law, rule, regulation, or published policy.

This agreement is conditionally approved with the mandatory understanding that the provision below is interpreted in the following manner:

a) Article 4, Section 4.f states:

"Any agreement reached between the parties will be reduced to a Memorandum of Understanding (MOU). All MOUs preliminarily signed as a result of local negotiations will be forwarded to the Employer/Council for a consistency review. The consistency review will address whether the MOU is already covered by the CMLA; whether it violates law or regulation; or is inconsistent with a provision of the CMLA. If the MOU is approved by the Employer/Council, it will be sent for Agency Head approval. DOD has thirty (30) days to review/approve the MOU. The MOU will become effective upon the Agency Head approval."

This provision states DoD has "thirty (30) days to review/approve the MOU" **and that it "will become effective upon the Agency Head approval."** This provision is approved with the understanding that under 5 U.S.C. § 7114(c), the head of an agency has 30-days to approve or disapprove an agreement from the date the agreement is executed and **if the "head of the agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect."**

The above understanding must either be remedied by revising the language to reflect 5 U.S.C. § 7114(c) or the understanding must be included with the agreement for the life of the agreement.

AHR # 1972 MARINE CORPS AND AFGE
AGENCY HEAD REVIEW | 5 U.S.C. § 7114(c)

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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 include the following:

"Conditional approval by the Department of Defense on January 19, 2022."

Please forward a final copy of the annotated agreement, and one (1) copy of OPM Form 913B (An electronic version of OPM Form 913B is available at https://www.opm.gov/forms/pdf_fill/OPM913b.pdf), as follows:

- a. Coordinate with your Component's point-of-contact (POC) to upload a Section 508-compliant version of this agreement to OMB Max.gov website pursuant to E.O. 13838. MOUs/MOAs are not required to be uploaded. If you have any questions about this requirement, contact Ms. Laura Larsen, DCPAS, LER, for assistance at doctr@ra.mc-alex.dcpas.mbx.hrcps-lard-employee-relations@mail.mil.

A copy of this memorandum was served on the exclusive representative by certified mail on January 19, 2022.

If there are any questions concerning this matter, Sheila Bello-Claes can be reached at (838) 642-8704, or at doctr@ra.mc-alex.dcpas.mbx.hrcps-lard-labor-relations@mail.mil.

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Tracy L. Schulberg
Associate Director
Labor and Employee Relations

cc via certified mail:

Mr. Albert Burges
AFGE Council 240
4124 Gum Branch Road
Jacksonville, NC 28540

AHR# 1872 MARINE CORPS AND AFGE
Agency Head Review – 7114(c)

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ARTICLE 5: RIGHTS AND RESPONSIBILITIES OF MANAGEMENT AND THE UNION

SECTION 1. This article applies to both APF and NAF employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). Neither the Employer nor the Council will interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute.

SECTION 2. In accordance with 5 USC 7114(a)(2)(A), Activities will afford Local Unions the opportunity to perform representational duties at any formal discussion. Prior to conducting a formal discussion, the Local Union President, or his or her designee, will be provided with reasonable advance notice of the meeting.

SECTION 3. In accordance with 5 USC 7114(a)(2)(B), Activities will afford Local Unions the opportunity to perform representational duties at any examination of a bargaining unit employee by a representative of the Activity in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee, and
- b. the employee requests representation by the local union.

SECTION 4. Prior to communicating directly in writing with employees through surveys or questionnaires, a written notice of such communication will be given to the Council or the Local Union, as applicable.

SECTION 5. Activities will provide courtesy notification to Local Unions, in writing, in advance of initiating or discontinuing command-sponsored voluntary programs.

SECTION 6. The union will be afforded an opportunity to make a presentation of up to thirty (30) minutes when the Employer holds new employee orientation. The Employer will consider such opportunity be given prior to the employees' lunch period when feasible. This time may not be used for solicitation of membership, election of labor organization officials, or collection of dues.

SECTION 7. Employees who are on paid breaks (i.e. periods of time where the performance of job functions are not required) may engage in solicitation of other Bargaining Unit Employees for Union membership, as long as the employee being solicited is also on a paid break.

SECTION 8. Representatives may distribute literature to employees (that is not related to the internal business of the union) to the same extent that other non-work related material is distributed in the work place, provided the distribution complies with safety and security practices/regulations and does not cause a problem of litter or congestion. However, literature predominately related to internal union business may only be distributed during non-work time

of the representative and the employee concerned.

SECTION 9. Request for Information. Upon request of the Union, the Employer agrees to furnish or make available to the Council or the Local Union, at no cost, the most legible data to which the Council or the Local Union is entitled under 5 USC 7114(b)(4). Where such information is downloadable electronically through the Internet, the Employer will furnish the Internet site(s) and link(s).

- a. Requests for information under this section and the Statute will not serve to extend any timeframes or deadlines established under this Agreement, unless mutually agreed upon.
- b. Each servicing HRO shall, upon written request, furnish the Local Union with a listing of the names, and work locations of all bargaining unit employees within the jurisdiction of that Local Union.

SECTION 10. Leave of Absence-Union Officials.

- a. Any bargaining unit employee who is a Council or Local union official may request LWOP for up to one (1) year to serve with AFGE, the Council or Local Union. Requests may be approved contingent upon the Activity being able to reasonably provide for the employee's work being accomplished. Requests for extension of LWOP for more than one (1) year may be granted under the same circumstances.
- b. Upon return to duty after a period of LWOP, the bargaining unit employee will be trained as deemed necessary by the Employer. The Activity will return the employee to the position which he or she held prior to the leave, or to a similar position at the same grade and pay, provided such a position is available within Activity. If a position does not exist, the employee will be placed in accordance with applicable laws and regulations.
- c. Requests for annual leave or LWOP by Council or Local Union officials and members elected or designated by the Council/Local Union as delegates to conventions, caucuses, council meetings, district meetings, etc., may be approved or disapproved consistent with the work needs of the Activity.

ARTICLE 6: EMPLOYEE RIGHTS

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). Each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Except as otherwise provided under 5 USC Chapter 71, such rights include the right:

- a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to appropriate authorities;
- b. To engage in collective bargaining with respect to conditions of employment; and,
- c. To freely discuss and engage in conversation relating to the union during work hours.

However, any activities performed by an employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

SECTION 2.

- a. An employee has the right to file a grievance without interference, coercion or reprisal. However, only the Union may invoke arbitration.
- b. Employees shall have the right to union representation when grieving under the negotiated grievance procedures, or the right to represent themselves. However, the Union has a right to attend any grievance meeting even if the employee is representing himself or herself in the grievance. When filing a complaint or appeal under any system other than the negotiated grievance procedure, employees shall have the right, in accordance with applicable law, rule or regulation, to be represented by a representative of their own choosing.
- c. Employees have the right to request representation in any examination of the employee by a representative of the Activity in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee. The employee may request representation before the meeting or at a later time in accordance with Weingarten. Once requested, the Employer will afford the Local Union a reasonable amount of time to speak with the employee and attend, if the Local Union so chooses, before continuing with the examination.

SECTION 3. Nothing in this Agreement, law or regulation requires an employee to become or remain a member of any labor organization or to pay any money to the organization except pursuant to a voluntary authorization by a member for payment of dues through payroll deduction.

SECTION 4. Employees shall be protected against reprisal for the disclosure of information not prohibited by law or Executive Order, which the employee reasonably believes evidences violations of law, rule or regulation; gross mismanagement; gross waste of funds; and abuse of authority; or a substantial and specific danger to public health or safety.

SECTION 5. Employees may be released from work without charge to leave to seek the assistance of a representative, the servicing Human Resources Office, Equal Employment Opportunity (EEO) Office, or making an initial contact with the employee assistance program established by the Employer, regarding work-related matters of personal concern to the employee(s). Release from work for such purposes is subject to the following requirements:

- a. The employee(s) must obtain the approval of their Supervisor(s) prior to leaving the work area. The employee's request, provided it is reasonable and appropriate, will be granted and will be delayed only to accommodate the legitimate work requirements of the organization. In the event that the time requested is delayed, management will notify the employee(s) of approximate time that they will be released.
- b. The employee(s) will advise their Supervisor(s) of the approximate amount of time required for that purpose.
- c. The Supervisor will not harass or intimidate an employee seeking assistance.
- d. The employee(s) will notify their Supervisor(s) when the meeting is concluded and the employee will directly and promptly return to the duty section.
- e. Visits to the servicing Human Resources Office staff require appointments with the appropriate staff member. Requested appointments will be scheduled promptly. Visits to drop off or pick up self-service materials do not require appointment.

SECTION 6. Employees will have the right to be informed of the individual who is responsible for each of the following: directing their daily work, granting annual and sick leave requests, assessing performance, handling first step grievances. When an employee's supervision changes for purposes of this section and the change is for more than one (1) day, the next level of supervision will be responsible for performing these functions.

SECTION 7. Conversations between a management representative and a grievant (including the grievant's representative, if any) during a grievance meeting will not be recorded without the consent of all parties. All parties to such recorded conversations will be provided a copy (upon request) of the recording (including a summary or transcript thereof, if any).

SECTION 8. Employees have the right to present their views to Congress, the Executive Branch or to other appropriate authorities without fear of penalty or reprisal. Employees shall be allowed to exercise this right while in a duty status.

SECTION 9. Subject to applicable law and regulation, employees shall have the right to direct

and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by management so long as such activities do not conflict with job responsibilities, or otherwise constitute off duty misconduct.

SECTION 10. Financial Obligations.

- a. Except as necessary to comply with law (including court orders) or applicable regulations, Activities will not disclose without the employee's consent, any information about the employee in response to credit verification by a financial/credit institution other than the employee's name, duty station, job title, grade, salary, and length of service with the government.
- b. Activities tasked by law (including court orders) or applicable regulations with collecting for an employee's financial obligations to non-DOD activities will notify the employee through DFAS or the applicable financial process before making any withholding or deduction from the employee's pay.

SECTION 11. Break Periods.

- a. Break periods shall be fifteen (15) minutes in length.
- b. Employees who work less than four hours are not entitled to a break period. Employees who work more than four (4) hours in a shift and less than eight (8) will receive one fifteen (15) minute break. Employees who work eight (8) or more but less than ten (10) hours in a shift will receive two (2) fifteen (15) minute breaks (normally one in the first half of the shift and one in the second half of the shift). Employees working more than ten (10) hours in a shift will receive an additional fifteen (15) minute break.
- c. Management will not restrict employee mobility during breaks except for those positions which require employees' constant presence.
- d. The parties understand that an employee may not be able to take a break or a break may be shortened due to operational considerations. Break periods are not cumulative and cannot be used to extend the meal break or at the beginning or end of the shift.

SECTION 12. All necessary hand tools, as well as care, maintenance and servicing of such tools is subject to local negotiations in accordance with Article 4 of this CMLA. Management will provide specialized tools and equipment as required by management.

SECTION 13. Provision of Meals (Applies to Child and Youth Program employees only). Child and Youth Program Assistants and Technicians, consistent with applicable laws, rules, regulations, and guidelines, are provided free meals at the same time that food is provided to the children under their care.

SECTION 14. Travel Reimbursement. Employees have the right, in prescribed situations, to be reimbursed for travel and transportation expenses under applicable law and regulation for official government travel associated with official government duties (e.g., required trainings or medical appointments, etc.). A good reference tool for employees in understanding such situations is the official DOD website for Per Diem, Travel and Transportation at [<http://www.defensetravel.dod.mil>].

ARTICLE 7: OFFICIAL TIME AND THE STEWARD SYSTEM

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The equitable allocation and approval of official time, as defined in Article 2, to perform representational duties shall be administered in accordance with the Statute and this CMLA. Recognizing that the appropriate use of official time benefits both the Employer and the Union, the parties agree to the following amounts of official time as reasonable, necessary, and in the public interest.

SECTION 2. The Council and/or local union shall designate representatives of the Council and/or local union, respectively. These designated officers and stewards shall be recognized as employee representatives. Unless official time has been authorized in accordance with the Statute, or this CMLA, and approved according to the procedures of this Article, representational activity shall be performed on the non-duty time of the employees involved.

SECTION 3. Supervisors may authorize and approve a reasonable amount of official time for representatives, if otherwise in a duty status, to perform representational duties authorized under sections 7131(a) or 7131(d) of the Statute. Official time shall not be used for a purpose prohibited by section 7131(b) of the Statute, such as soliciting membership, campaigning for union office, or collecting union dues.

SECTION 4. Local Officers and Representatives.

a. The Employer will authorize and approve a total of eight (8) bargaining unit employees 100% official time to be designated by the Council. The following locals are designated to receive the above mentioned 100% designations: Locals 1482, 1786, 1881, 1951, 2018, 2065 (1 APF/1 NAF), and 2317.

1. Employees authorized 100% official time under section 4.a. of this Article who will be absent from the duty station for any reason for a period of five (5) workdays or more shall designate in writing a union representative to act with full authority in their absence. The designated member shall be afforded 100% official time in accordance with Section 4 of this Article, to perform union representational duties. The designee may be assigned for the entire period of absence. The Local Union will provide five (5) days notice, except in emergency situations, to the Human Resources Officer or designee, at the local Activity.

2. Local union representatives and Council officials on 100% official time will input their official time usage in the appropriate timekeeping system. The supervisory labor relations specialist or designee will certify the time in the appropriate timekeeping system.

3. Employees authorized 100% official time are authorized official time to attend the AFGE Annual Legislative Conference. Additional usage of official time for similar representational activities may be granted at the local level, if mutually agreeable.

4. On scheduled workdays, local union representatives on 100% official time will be on duty during the core hours of 9 a.m. to 3 p.m.

5. For purposes of this Agreement, the employee authorized 100% official time will adhere to the language contained in Article 15, Absence and Leave. Absence and leave will be reported to the Human Resources Officer or their designee, who will act in a supervisory role for such purposes. The employee additionally must report to the Human Resources Officer or their designee any meetings which take the employee away from the bargaining unit covered by this agreement.

b. For Representatives (such as local officers and stewards) not otherwise authorized or approved a 100% official time allocation under Section 4 (a) above, the Employer will authorize and approve representatives a reasonable amount of official time to perform representational duties, unless the usage of official time is otherwise authorized under sections 7131(a) or 7131(d) of the Statute.

SECTION 5. Official Time Request Procedures. Union representatives shall seek and obtain advance approval from their immediate supervisor before engaging in a representational function on official time. If the immediate supervisor is not available, the representative shall obtain approval from the next level of supervision within their chain-of-command.

a. The representative advises the supervisor of the amount of official time needed, where the representative may be reached, and the reason for which official time is being requested and the expected time of return to duty. The representative is not required to divulge evidence going to the merits of the matter for which official time is being requested, but must provide enough information to permit his or her supervisor to ascertain that the requested official time is reasonable and appropriate under this CMLA. The supervisor will certify the official time in the appropriate timekeeping system.

b. Representatives requesting official time for representational duties shall document such time on the Official Time Report (Appendix A), specifically indicating the appropriate category. The form shall then be submitted to the immediate supervisor for authorization and approval. The representative shall return to duty promptly after completing the representational duties, advise the immediate supervisor of his or her return, and secure the supervisor's signature on the Official Time Report before submission of the document at the end of the pay period.

c. The supervisor may grant requests for official time if operational considerations permit, if the requested official time is in accordance with 5 USC 7131 (a) and (d), and if the representative properly requests such time. If the request for official time is disapproved, the supervisor will annotate the reasons why on Appendix A. If the representative fails to follow the procedures and timeframes in this Article, official time shall not be approved.

d. Prior to conducting any representational duty at an employee's worksite, the representative must assure that such arrangements have been made before the representative leaves their job site. Upon entering a work area other than their own to meet with an employee, the representative shall advise the employee's immediate supervisor of their presence in the workplace, the name of the employee to be contacted, the estimated duration of the meeting, the location of the meeting, and the estimated time the employee will return to work. If the representative will be delayed beyond the estimated time of return, they will contact their supervisor to request additional time.

e. To minimize the amount of official time used and employee absences from assigned duties, contacts between an employee and their representative during duty hours will normally take place at or near the vicinity of the employee's work place. The employee's Supervisor will try to arrange a suitable place for the employee and the representative to meet.

f. Prior to speaking with any Supervisor/management official, on behalf of a bargaining unit employee, the representative will provide a copy of the signed Designation of Representative Form (Appendix B) to the Supervisor.

g. The representative will return to duty promptly after completing their representational duties and advise their supervisor of their return.

SECTION 6. Employee procedures. An employee must obtain approval of his or her supervisor before meeting with a representative of AFGE, including a National, Council, or Local Union official during duty time. If the employee will be delayed beyond the estimated time of return, they will contact their respective supervisor to request additional time. If an employee fails to follow the procedures and timeframes in this Article, the time shall not be approved.

SECTION 7. For grievance meetings, the union is entitled to have the same number of individuals present as the Employer. The grievant does not count as one of the union's representatives. For all other representational functions, only one (1) employee may be on official time to represent the Council, a Local Union or employee(s) in the performance of a representational function at any given time except when:

a. More than one (1) representative has been expressly provided by this CMLA or invited by management to attend a meeting; or

b. A grievance is being elevated from one step of the grievance procedure to another and it is necessary for the representatives from the two steps to transfer and briefly discuss the grievance file; or

c. A steward who has been appointed for less than one (1) year or lacks the expertise to perform the representation, in that case, the Local Union President may assign another representative to act as an observer, and the time spent by the steward who lacks the expertise will count toward the local's block of official training time.

SECTION 8. The Union will notify the Employer (through the appropriate Human Resources Office(s) in advance of any visit by Union National Officers or representatives for any purpose including conducting official business, between Union and Management. The appropriate Human Resources Office designee will arrange for base/station access and for all appointments between the appropriate management officials(s) and the Union's national representative(s).

SECTION 9. Locals desiring to conduct "Lunch-and-Learn" or other meetings with employees during non-duty time will make arrangements for dates and facilities with the appropriate servicing Human Resources Office. Such meetings will be on the non-duty time of both employees and local union representatives who are employees, as such sessions are to garner membership and conduct other internal union business. Such meetings may not interfere with the Employer's mission. Clean up of the meeting area is the responsibility of the union.

SECTION 10. Training hours. Official time for training for union representatives may be locally negotiated in accordance with Article 4 of this CMLA. Training for union officials on 100% official time will not count against any training hours negotiated for other union representatives.

SECTION 11. The Activity will recognize representatives as designated by the Union and afford official time, in the amount and circumstances described elsewhere in this Agreement. Each Local Union will provide the appropriate Human Resources Officer or designee for that Activity with a current list of recognized officers and stewards.

ARTICLE 8: FACILITIES AND SERVICES

SECTION 1. Office Space.

- a. Each Local Union will be provided a minimum of 300 gross square feet of Employer space for its office and administrative use.
- b. The Council President will be provided an additional minimum of 200 gross square feet of Employer space for a Council office. Council and Local Union spaces will be contiguous, unless agreed to otherwise.
- c. Additional space, location of space, utilities, and other office amenities are subject to negotiations between an Activity and their Local Union.
- d. Nothing in this section is intended to diminish existing Council or Local Union office space or other facilities currently in use under existing agreements and/or practices.

SECTION 2. Meeting Space. Upon reasonable advance written notice, which shall describe the particular needs of the Local Union President or designee, the Human Resources Officer or designee will arrange for meeting space with employees, normally at or near the vicinity of the employee's workspace, for use outside of the normal work hours of the employees involved, provided that controlled space is available. If the Activity determines multiple spaces are available at or near the vicinity of the employee's workspace, the Local Union shall be afforded the opportunity to choose amongst those spaces. The Local Union is responsible for leaving such space(s) in a clean and secure condition, and for abiding by all local rules regarding the use of such space and facilities.

SECTION 3. Manuals and Directives. Local Unions that routinely received copies of manuals, regulations and directives that are maintained by the Activity and that pertain to civilian personnel matters will continue to receive them electronically during the life of this CMLA. Local Unions will be able to obtain Activity directives (e.g., orders, bulletins) published electronically during the life of this CMLA that pertain to employee working conditions. Upon request and subject to operational considerations, the Human Resources Office shall allow the recognized employee representatives of the local access to unclassified manuals, regulations, and directives that it maintains, and which pertain to civilian personnel matters and the legitimate representational functions of the Local Union. Access to other manuals, decisions and published materials pertaining to the legitimate representational functions of the local union that are maintained by libraries and other offices of the Activity will be arranged by the Human Resources Office upon request of the Local Union.

SECTION 4. Bulletin Boards. Each Local Union may continue to post literature on bulletin boards or other authorized areas where it enjoyed posting rights on the effective date of this Agreement. Each Local Union may post literature on designated bulletin boards or in other

agreed upon areas. Posting will conform to normal security requirements. Posting is not permitted in areas not specifically authorized.

SECTION 5. Telephones.

- a. To ensure that representatives have a reasonable opportunity to communicate with employees, other representatives, and management officials, the Employer agrees that representatives may use existing Activity telephones for authorized representational duties, when such use does not interfere with the Activity's requirements. This Agreement does not extend to toll facilities except as provided below. Telephone service for the exclusive use of the Local Union will be at Local Union expense to include both installation and rental (except for a class B [on base] telephone), which may be negotiated at the local level.
- b. It is recognized that representatives may receive calls at their workstation concerning their representation duties. Such representatives are expected to limit such calls to the shortest possible time it takes to respond in order to minimize time away from work. Access to Defense Switch Network (DSN), outside of the Local Union office, for authorized representational duties will be arranged by the Human Resources Officer or designee on a case-by-case basis.
- c. The Employer shall provide one (1) DSN line to the Council and one (1) DSN line to each officially assigned Local Union office on an installation, at no cost to the Local Union. DSN service is limited to official calls between representatives and management or between representatives.

SECTION 6. Research and Information Resources Available to the Union.

- a. The parties recognize the rapid advances being made in electronic technology, especially electronic communications. Local Union access to such tools as local area networks (LAN), tack boards, electronic boards, video-teleconferencing (VTC) capability and the like under the Employer's control will be shared with the Union, where available. The manner in which this will be accomplished will be subject to bargaining at the local union level.
- b. Each Local Union will be authorized e-mail accounts and access for all Local Union officials at all locations designated by the Local Union if their positions of record do not already provide for such account or access. Access to such accounts will be provided within a reasonable amount of time.
- c. The parties recognize the direct cost that exists with the provision of information technology and computer equipment. Each recognized Local Union will maintain their current Marine Corps Enterprise Network (MCEN) assets for representational use.

ARTICLE 9: EMPLOYEE RECORDS

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA).

SECTION 2. Official Record Requirements. All official employee records will be maintained in accordance with applicable law and regulation, to include the Privacy Act. The Employer agrees to abide by and enforce all the privacy safeguards relating to employee personnel and medical records within its control.

Section 3. Access to Records.

- a. Upon written request and in accordance with applicable law and regulation, an employee may gain access to their official records that are part of the Employer's system of record. The Activity will permit the employee, or the authorized representative, to discuss the record(s), review the record(s) and have a copy made of the record(s). The Employer/Activity will provide such access and copy of record(s) within a reasonable time after the request, unless otherwise restricted from doing so by applicable law or regulation.
- b. For any request to access or examine any document in the employee's Official Personnel File (OPF), the APF employee must use the electronic official personnel file (eOPF) systems. Employees will be provided use of a government computer to access the eOPF, if employee otherwise does not have access. The eOPF is a web-based system that provides each employee access to an electronic version of the paper OPF. NAF employees shall contact their servicing HRO.
- c. Once the OPF for a NAF employee is available, the Human Resources Office will contact the employee to arrange a time for the employee and his/her Local representative, if the employee so requests and authorizes as described above in subparagraph a., to discuss and review the record(s).
- d. Employees will have reasonable access to, and copies of, their own medical records maintained by the Employer and under the control of an Activity in the same manner described above in subparagraph a., except as otherwise restricted by applicable law or regulation (e.g., the Health Information Portability and Privacy Act (HIPPA)).
- e. The term "reasonable" as used in this section includes, but is not limited to, consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying, the quantity of documents requested, and the location of the documents, e.g., OCHR or Naval Medical Facility.
- f. Upon review, any material not authorized to remain in the OPF will be removed

and disposed of in a manner consistent with protecting the sensitivity of the material.

Section 4. Supervisor's Notes.

- a. Notes or diaries maintained by a Supervisor with regard to his or her work unit or employees are not official records, but are merely an extension of the supervisor's memory.

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

ARTICLE 10: CORRECTIVE, DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The Employer and the Council recognize that the public interest requires maintenance of efficient operations through high standards of conduct and impartial enforcement of laws, rules, and regulations; and that discipline is a managerial tool intended to correct deficiencies in employee behavior. Disciplinary and adverse actions will be timely and taken against an employee to promote the efficiency of the service. Disciplinary actions are effected for personal cause, i.e., the action stems directly from the actions of the affected employee. Disciplinary and adverse actions will be timely and taken against an employee only for just cause as will promote the efficiency of the service. NAF flexible category employees are not covered by this article.

SECTION 2. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgment of the disciplining official, which can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among employees. All circumstances being the same in an Activity disciplinary or adverse action case, the concept of like remedies for like offenses will be applied. This provision shall not prevent the Employer from taking any appropriate action deemed necessary. The Activity's Schedule of Offenses and Recommended Remedies should be used as a guide by deciding officials. Written decisions in disciplinary/adverse actions shall not increase the penalty proposed in the advance notice.

SECTION 3. Employees have the right to request representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request representation before the meeting or at a later time in accordance with the Weingarten decision. Once requested, the Employer will stop the meeting and request a representative. The union representative is not limited to the role of an observer during the examination. During the meeting the union representative can request that the employee be given some indication of what the investigation is about (e.g. theft, workplace disputes, tardiness, etc.); be given a reasonable amount of time to speak with the employee in private before continuing with the examination or during the meeting; and ask the interviewer to clarify a question so the employee understands the question. Upon written request of the employee, the employee will be provided a copy of their written statement. If no action is taken as a result of the investigation, the employee who was the subject will receive notice that no action will be taken.

SECTION 4. Corrective Actions. A Letter of Caution is a corrective action used to give notice to an employee that a particular incident or action is inappropriate or impermissible. Letters of caution will not be used as a prior offense when taking a disciplinary action against an employee. However, letters of caution can be used to show that an employee was clearly on notice for a particular issue or disciplinary offense. Letters of caution will be maintained by the supervisor for no more than one (1) year. At the expiration of the one year period, the letter or caution will not be referenced in any further disciplinary action.

SECTION 5. Disciplinary Actions. Disciplinary actions, for the purpose of the Agreement, are letters of reprimand , suspensions of an employee for fourteen (14) days or less or emergency suspensions that do not exceed thirty days (NAF). Such actions taken against an employee must be timely and taken to promote the efficiency of the service, and are grievable through the negotiated grievance procedure. Disciplinary actions will be effected in accordance with applicable regulations and according to the following procedures:

a. **Letter of Reprimand.** A letter of reprimand, unlike a corrective action such as a letter of caution, becomes a temporary part of the employees OPF. A letter of reprimand will state the reason(s) for its issuance, and inform the employee of the right to grieve the letter under the negotiated grievance procedure. A letter of reprimand will remain in the OPF for not less than one (1) year, and not more than two (2) years, unless removed earlier as a result of a grievance or arbitration decision, or as a result of a decision by the management official who issued the letter of reprimand to remove it sooner than its original expiration date. A letter of reprimand may be considered in determining appropriate disciplinary action to be taken for future offenses.

b. **Suspensions of Fourteen (14) Days or Less.**

1. An employee will be given advance written notice stating the specific reason(s) for the proposed action and a copy of the material, if any, relied upon to support the reason(s) in the notice. The employee will be given fourteen (14) days to present an oral and/or written reply to the proposal.

2. An employee who has been issued an advanced written notice of suspension may request an extension of time in which to reply to the notice. Such request must be in writing and set forth the reasons to justify the request. The official designated to receive any reply will make a decision on such a request.

3. Normally, an employee will be given a written decision within ten (10) days after the expiration of the time allowed for the employee's response. The decision notice will advise the employee of the specific reason(s) for the decision, the effective date of the suspension, and of the right to grieve the action under the negotiated grievance procedure.

c. **Emergency Suspensions That Do Not Exceed Thirty (30) Days (NAF).** An employee may be placed on emergency suspension without pay, pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, might be injurious to the employee or other, might be detrimental to the command, or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. In such cases, the employee will be provided at least 24 hours advance notice, in a pay status (administrative leave), of the emergency suspension. If the formal disciplinary action issued to the employee who was emergency suspended is less than termination, the

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

SECTION 6. Adverse Actions. Adverse actions, for the purpose of this Agreement, are removals, suspensions of more than fourteen (14) days, or emergency suspensions for more than thirty (30) days (NAF), reductions in grade or pay, and furloughs of thirty (30) days or less. Performance-based actions are not disciplinary/adverse actions. Adverse action shall be taken to promote the efficiency of the service and will be effected in accordance with applicable regulations and according to the following procedures:

- a. (APF) An employee shall be given at least thirty (30) days advance written notice of an adverse action, except in those cases under 5 CFR 752.404(d)(1) where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, and except with respect to furloughs.
- b. (NAF) An employee shall be given written notice of the proposed action at least fourteen (14) days in advance. The employee shall be in a paid duty status during the notice period unless there is reason for the command to impose an emergency suspension.
- c. When a written advance notice of adverse action is issued, the employee will be given fourteen (14) days to present any oral and/or written reply.
- d. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee.
- e. An employee who has been issued an advance written notice of an adverse action may request an extension of time in which to reply to the notice. Such request must be in writing and must set forth the reasons justifying the request. The official designated to receive the reply will make a decision on such a request.
- f. Normally, the employee will be issued a written notice of the final decision within fifteen (15) days after the expiration of the time allowed for the employee's response. The written decision will inform the employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB) (APF employees only) or to file a grievance under the negotiated grievance procedure, but not both. NAF employees do not have MSPB appeal rights and their avenue of redress of adverse actions is through the negotiated grievance process.

SECTION 7. Adverse action procedures of Section 6 do not apply to the following categories of employees:

- a. Employees serving a probationary or trial period.
- b. Flexible employees.

- c. Employees serving on a temporary appointment.
- d. Re-employed annuitants.
- e. Non-preference eligible employees serving in the excepted service with less than two (2) years of service (APF employees only).
- f. A preference eligible in the excepted service who has not completed one (1) year of current continuous service in the same or similar positions (APF employees only).
- g. Employees serving on a temporary promotion or detail.
- h. Employees who voluntarily request change to lower pay, pay level, or grade, or submit a voluntary resignation.
- i. Employee subject to the application of a revised prevailing rate schedule or a NAF pay band schedule.
- j. Employees who do not receive a pay increase (NAF employees only).
- k. Employees who abandon their position (NAF employees only).

ARTICLE 11: GRIEVANCE PROCEDURES

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). This shall be the exclusive procedure available to the parties and employees to resolve grievances over any matter involving the interpretation or application of this CMLA, supplemental agreements, MOUs or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions. The local parties may establish Alternative Dispute Resolution (ADR) programs through local negotiation, if not otherwise established. Grievants are encouraged to use ADR procedures to the extent not precluded by this article. It is understood that not all grievable situations are suitable for ADR, and use of the ADR process is voluntary by either party. Use of the ADR process does not prejudice the employee's grievance rights, (time limits will be suspended while participating in the ADR process).

SECTION 2. Complaints concerning statutorily exempted matters and matters precluded by negotiation, including, but not limited to the following matters, may not be raised under the negotiated grievance procedure:

- a. Any claimed violation of Chapter 73, Subchapter III, Title 5 of the USC (matters relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5 of the USC (National Security);
- d. Any examination, certification, or appointment, to include the processes associated with such;
- e. The classification of any position, which does not result in the reduction in grade or pay of an employee;
- f. Any matter precluded by law;
- g. Non-selection for promotion from a properly ranked and certified list of candidates;
- h. The adoption or granting of (or the failure to adopt or grant) a suggestion or award;
- i. Notice of a proposed disciplinary or adverse action;
- j. Management's decision to offer or not offer alternative discipline;

- k. Any matter that is subject to final administrative review or decision outside the Marine Corps or DON or for which another authorized complaint or appeal system is prescribed, such as workers' compensation claim decisions of the Department of Labor, Longshore and Harbor Workers' Compensation Program;
- l. Narrative appraisals/Interim appraisals and progress reviews;
- m. Decision to conduct a Reduction in Force (RIF) / furlough or notice of implementation of a Business Based Action (BBA);
- n. The content of any government-wide regulation;
- o. Any decision made pursuant to the Freedom of Information Act (FOIA);
- p. Any decision made pursuant to the Privacy Act;
- q. Termination of an employee during a probationary or trial period;
- r. Verbal and written counseling;
- s. A termination of a flexible employee

SECTION 3. Any matter that involves allegations of discrimination based on a protected activity or category under the laws and regulations of the Equal Employment Opportunity Commission (EEOC) may be processed under the EEO complaint procedure or the negotiated grievance procedure, but not both. If the employee contacts an EEO counselor and desires to file a grievance in lieu of filing a formal EEO complaint, the grievance must be filed within fifteen (15) days after final notice is issued to the employee of completion of the informal EEO counseling process. If the employee does not contact an EEO counselor and files a grievance instead, the grievance must be filed in accordance with the procedures in this Article.

SECTION 4. For appropriated fund employees, the following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:

- a. Performance based actions under 5 USC 4303.
- b. Adverse actions under 5 USC 7512.

Pursuant to the Statute, an employee shall be deemed to have exercised his or her option under this Article when, on or after the effective date of the appealable action, the employee initiates a notice of MSPB appeal under the statutory procedures, or pursues grievance mediation in accordance with this Article, whichever event occurs first.

SECTION 5. An employee may pursue a grievance without Local Union representation, but the Local Union will be given the opportunity to have a representative present at all discussions between the employee and management concerning the employee's grievance. Any adjustment of the grievance must be consistent with the terms of the CMLA and any supplemental labor agreement. A copy of any written settlement/decision will be furnished to the Local Union. Only a local president may invoke arbitration.

SECTION 6. 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.

SECTION 7. Procedures for Grievances Filed by Employees. It is recognized that the grievance process should bring a quick and efficient resolution of the issue. Before filing a grievance, employees are encouraged to discuss issues of concern to them with their Supervisors. Upon the request of the employee, a Local Union representative will be permitted to attend this meeting to seek informal resolution. Grievances resulting from letters of reprimand or suspensions of fourteen (14) days or less will be initiated at Step 1. Grievances pertaining to suspensions of fifteen (15) days or more, removal, reduction of grade or pay, furlough of thirty (30) days or less, or the denial of a within-grade increase (for APF or NAF craft and trades employees) are to be initiated at Step 2.

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

1. A summary of the relevant facts.
2. The provisions of the CMLA or MOU allegedly violated, if any.
3. Personal relief being sought; and,
4. Whether or not a representative is desired. If a representative is desired the name must be given to the deciding official in writing.

b. **Step 1.** An employee will file a written grievance with the employee's first level supervisor, with a copy to the Labor Relations Office, within twenty-one (21) days from the event giving rise to the grievance or twenty-one (21) days from the date the grievant knew or reasonably should have known of the event giving rise to the grievance.

1. For suspensions and furloughs of fourteen (14) days or less, the grievant has twenty-one (21) days from the date the suspension or furlough action ends to file a written grievance.
2. For letters of reprimand, the grievant has twenty-one (21) days from the effective date of the action to file a written grievance.

3. The written document must clearly apprise the Supervisor of the fact that it is a grievance. Upon receipt, the Supervisor will forward a copy to Department/Division Head. Within ten (10) days after receipt of the grievance, the Department/Division Head (or designee) will meet with the grievant and the employee's representative, if any, to discuss the grievance. The Department/Division Head or designee may conduct any necessary investigation and will render a written decision within twenty-one (21) days of receipt of the grievance.

c. **Step 2.** If the grievance is not resolved during Step 1, then the grievant and/or the employee's representative may file a Step 2 grievance, in writing within twenty-one (21) days after the employee received the Step 1 decision. This timeframe begins on the day after receipt of the Step 1 decision. For emergency or indefinite suspensions, reductions in grade or pay or removals, the grievant has twenty-one (21) days from the effective date of the action to file a written grievance. For emergency suspensions for NAF employees, any grievance filed will be consolidated and adjudicated along with the grievance of the final action.

1. The Step 2 grievance will be presented to the Head, Labor Relations, or designee. A copy of the written Step 1 decision must accompany the Step 2 grievance.

2. Within fourteen (14) days after receiving the Step 2 grievance, the Activity Head, or designee, will conduct any additional investigation deemed necessary and meet with the grievant and the Local Union representative and render the written decision to the grievant. If the grievance is not resolved at Step 2, the Local Union may refer the grievance to arbitration as provided in Article 12.

SECTION 8. Additional evidence relating to a particular grievance may be introduced at any step of the grievance procedure. Issues (other than grievability/arbitrability issues) must be raised at Step 1. Any new issue must be directly and integrally related to the particular action/incident underlying the grievance.

SECTION 9. Procedures for Grievances Filed by a Local Union or an Activity. If a dispute arises between the local parties, either the President of the Local Union or the Head of the Activity (or their respective designees) may file a written grievance with the other party. The grievance must be filed within twenty-one (21) days after the event that gave rise to the grievance, or within twenty-one (21) days of the date the grieving party should have reasonably known of the event giving rise to the grievance. For the purposes of this section, a grievance shall be deemed to have been filed on the date received by the other party. Any such grievance must include the same information required in Section 7.a. above. Within fourteen (14) days after the grievance was filed, the parties will meet in an attempt to resolve the grievance. During that timeframe, a written decision will be rendered to the grieving party. If the grievance is not resolved within the given timeframe, either party may refer the matter to arbitration in accordance with procedures in Article 12 of this CMLA.

SECTION 10. Any grievance filed at the local level may be raised to the level of recognition by the Employer or the Council, if mutually agreeable.

SECTION 11. Procedures for Grievances Filed by the Council or the Employer. If a dispute arises between the national parties concerning matters covered by this CMLA, the aggrieved party may grieve the matter by submitting a grievance in writing to the other party within twenty-one (21) days after the event giving rise to the grievance, or within twenty-one (21) days of the date the grieving party reasonably should have known of the event giving rise to the grievance. Any such grievance must include the same information as required in Section 7.a. above. For the purpose of this section, the President of the Council and the Head of the Employer's Labor Relations Office (or their respective designees) are the persons who may file/receive a grievance on behalf of their organizations. Within fourteen (14) days after the grievance was filed, the parties may meet in an attempt to resolve the grievance. If the grievance is not resolved, a written decision will be rendered to the grieving party normally within seven (7) days of the grievance meeting. If the grievance is not resolved, either party may refer the matter to arbitration in accordance with the procedures in Article 12 of this CMLA. For the purpose of this section, a grievance shall be deemed to have been filed on the date received by the other party.

SECTION 12. The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the parties.

SECTION 13. Multiple grievances over the same issue may be initiated as either a group grievance or as a single grievance at any time during the time limits of Step 1.

- a. Such grievances may be combined by mutual consent of the parties as a single grievance or treated as multiple grievances.
- b. Multiple grievances over same issue that are not combined into a group grievance will each receive a separate, written decision. Group grievances will only receive a single, written decision.

ARTICLE 12: ARBITRATION

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The parties agree that mediation may be an effective method of resolving disputes efficiently and economically by using the services of a neutral third party to help the parties gain mutually acceptable resolutions. Mediation is available before either party invokes arbitration if requested in accordance with the following:

- a. It is mutually agreeable to both parties;
- b. Either party requests mediation within ten (10) days of receipt of the Step 2 grievance decision;
- c. Mediation is completed within sixty (60) days unless an extension of this time frame is mutually agreed upon or if a mediator is not available;
- d. Mediation will occur only in those areas where Federal Mediation and Conciliation Service (FMCS), or other mutually agreeable no cost mediators are available;
- e. Should mediation be unsuccessful, arbitration may be invoked within forty-five (45) days following the conclusion of mediation;
- f. The parties agree to the following mediation procedures:
 1. Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
 2. In accordance with the negotiated grievance procedure article, the grievant(s) will be represented by the representative(s) of their choice. Discussion will be open to all participants (grievant(s), management representative(s), union representative(s), and the mediator). The union will be entitled to have an equal number of representatives present as management.
 3. While the mediator shall have no authority to impose a resolution of the grievance, either or both parties may request that the mediator suggest a resolution to offer a recommendation to the parties. The mediator will have the authority to meet separately with either party.
 4. If the mediator's recommendation is adopted, it will be reduced to writing, signed, and implemented, and the grievance will be considered concluded.
 5. Grievances not resolved through mediation may proceed to Arbitration. Arbitration proceedings will be held as if mediation had not occurred. Nothing said or done by the

parties or the mediator during the mediation session may be used or referred to during arbitration proceedings.

6. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.

7. Mediation conferences will be held at a location that is agreeable to the parties.

SECTION 2. Arbitration. Either party may invoke arbitration by serving a written notice upon the other party that arbitration has been invoked. To be timely, such notice must be served within forty-five (45) days after the date the decision at Step 2 was delivered to the designated representative, the parties' mutual determination to forgo mediation, or if mediation was not successful. Notice of arbitration will be served between the parties as follows:

a. For employee grievances and local union grievances, the Local Union President, or designee, will provide written notice to the servicing Human Resources/Labor Relations Office.

b. For grievances filed by the Council, the Council President or designee will provide written notice to the Associate Director, Labor and Employee Relations, or designee.

c. For grievances filed by the Activity, the Human Resources/Labor Relations Office will provide written notice to the Local Union President.

d. For grievances filed by the Employer, the Associate Director, Labor and Employee Relations, or designee, will provide written notice to the Council President, or designee.

e. Arbitration notices shall be served by U.S. mail, e-mail, commercial delivery service (e.g., Federal Express), or hand delivered, unless otherwise stated.

SECTION 3. Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute. Grievability and 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 for their entire case before knowing whether or not the case is indeed arbitrable. Therefore, when there is a dispute over grievability or arbitrability of any issue, the arbitrator:

a. May request written briefs on the matter in dispute from all parties.

b. In the event of factual disputes that must be resolved to decide the request, may arrange the taking of evidence as part of a pre-hearing session. (Telephonic testimony via conference call shall be used for this purpose unless agreed otherwise by the parties).

c. Shall issue a written decision before setting the date for the arbitration hearing, and

d. Shall not hold the arbitration hearing on the merits if the arbitrator decides that all the issues in dispute are not arbitrable or grievable.

SECTION 4. Within five (5) working days of an invocation of arbitration, the party invoking arbitration must request and pay for a list of arbitrators from FMCS and provide the other party a copy of this list. Upon receipt of the list, the parties will meet within fifteen (15) days to strike arbitrators. The party who invoked arbitration strikes second. The parties then take turns striking an arbitrator from the list until there is only one arbitrator left on this list. This will be the arbitrator who will be contacted by the party who invoked arbitration within 15 days of the selection. The hearing will be scheduled on a date provided by the arbitrator that is mutually agreeable to the parties, normally within sixty (60) days after the date the arbitrator was selected. If either party refuses or fails to participate in the selection process, the other party may select an arbitrator from the list. Failure of the party who invoked arbitration to comply with the timeframes and procedures of this section shall constitute withdrawal and termination of the arbitration.

SECTION 5. The Employer or the Activity shall provide facilities for the arbitration of grievances, which will normally be at the site of the Activity where the grievance exists. If the Employer or the Activity determines multiple spaces are available at or near the vicinity where the grievance exists, the Local Union shall be afforded the opportunity to choose amongst those spaces.

SECTION 6. Employee witnesses having direct knowledge of the case, and necessary for a full and complete hearing, will be in a pay status to the extent necessary to permit their testimony, if otherwise in a duty status. Upon request from the Council or Local Union, whichever is applicable, the Employer or Activity, whichever is applicable, will arrange necessary witnesses' work schedules, and place them in a duty status during the hearing. The parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Either side may have up to two representatives present at the hearing, unless agreed otherwise by the parties. One Activity employee designated by the Local Union as its representative for the arbitration proceeding shall be authorized official time for the duration of the hearing.

SECTION 7. The parties shall share the arbitrator's fees and expenses equally. Each party shall bear the travel and per diem expenses of their witnesses.

SECTION 8. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for a transcript, the cost will be equally shared by the parties. If only one party wants a transcript, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party. Either party may make an unofficial recording, 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 or appeal 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. Any dispute over the

interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

SECTION 10. Authority of the Arbitrator. In arbitrating a grievance, no arbitrator shall have the authority to render an award that would add to, subtract from, modify or violate this CMLA. Arbitration awards resulting from grievances concerning a locally negotiated MOU have no precedential value beyond the activity wherein the dispute arose.

ARTICLE 13: OVERTIME

SECTION 1. General. Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for “exempt” employees is governed by 5 USC 5542 (Title 5 Overtime) and this Agreement.

- a. Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee’s hourly rate of pay.
- b. Overtime pay for FLSA exempt employees is equal to one and one half times the employee's hourly rate of pay. However, for employees with rates of basic pay greater than the basic pay for GS-10, step 1, the overtime hourly rate is the greater of:
 1. the hourly rate of basic pay for GS-10, step 1, multiplied by 1.5; or
 2. the employee’s hourly rate of basic pay.
- c. Overtime pay for NAF employees shall be authorized in accordance with the following:
 1. For Crafts and Trades employees, overtime is paid for any time worked in accordance with FLSA regulations.
 2. For non-exempt pay band employees, overtime is paid in accordance with FLSA regulations.

SECTION 2. Types of Overtime.

- a. **Regular Overtime.** Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with 5 CFR 550.
- b. **Irregular or Occasional Overtime.** Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 10 of this Article.

SECTION 3. Assignments. The supervisor determines when overtime work is required and makes assignments of that work to employees under his or her supervision.

SECTION 4. Notification.

- a. Management will notify the employees of planned overtime assignments at least forty-eight (48) hours in advance of an overtime requirement. If an overtime situation exists which precludes the normal notification, the Supervisor will notify the employees when he or she makes the determination. Employees will be notified whether the overtime

requirement is voluntary or mandatory. As soon as the overtime requirement ceases to exist, management will notify the employees impacted.

b. Once an employee has accepted a voluntary overtime assignment or been notified of a mandatory overtime assignment, as described in Section 6 below, they are expected to report for duty. An employee who is unable to report to duty due to emergency or unforeseen circumstances is responsible for notifying his or her supervisor or designee as soon as possible, but at least two (2) hours prior to the start of the shift.

SECTION 5. Distribution.

a. When overtime work is required and familiarity with the project being worked, during the shift is required for continuity or efficiency, employees normally assigned to the duties on that shift will perform the overtime work.

b. When special skill or familiarity with the project are not required for the performance of an overtime work assignment, Supervisors will solicit volunteers for such overtime assignments by announcing the particulars of the overtime assignment to the employees in the needed job category who are on duty at the time. In consideration of extensive or excessive voluntary overtime situations, Supervisors shall give due consideration of employees volunteering for partial workdays versus full-day increments, when work requirements permit.

1. If more employees volunteer than are needed, the Supervisor shall go to the voluntary overtime roster, as provided in Section 6 below, and assign the overtime to the volunteer (or volunteers if more than one employee is needed) beginning with the name immediately below the last person on the roster to have worked a voluntary overtime assignment. Overtime will first be offered to the employees on the applicable voluntary overtime roster. If none accept, management may offer the overtime to employees on a voluntary overtime roster of other eligible job categories.

2. If there are no or too few volunteers and employees have to be directed to work overtime assignments, the Supervisor shall go to the mandatory roster, as provided in Section 6 below, and assign the overtime to the employee (or employees) beginning with the employee immediately below the last person on the mandatory overtime roster to have worked a mandatory overtime assignment.

SECTION 6. Overtime Rosters. Overtime rosters will be established at the level of the immediate Supervisor prior to overtime being worked. Separate rosters may be established for different sections/departments/grades operating under the same level of immediate supervision. All employees performing the same duties (position title, job series and grade) on a regular basis are to be included on the same overtime roster. For the voluntary overtime roster, employees are to be listed in order of their service computation date/benefits service date for leave (from most to least senior) and used to assign overtime on a daily basis. For the mandatory overtime roster, employees are to be

listed in order of their service computation date/benefits service date for leave (from least to most senior) and used to assign overtime on a daily basis. Working leaders will be included on the overtime roster established for the journeyman. The overtime rosters will be posted in a conspicuous location.

- a. Rosters for each job category will be maintained and labeled "voluntary overtime" and another for each job category will be maintained and labeled "mandatory overtime".
- b. If needed, another roster will be maintained and labeled "call back overtime". If a sufficient number of employees volunteer for the call back roster, it will include only the volunteers (listed in order of service computation date/benefit service date from most to least senior). Otherwise, the call back roster will include all employees eligible for the call back assignments (beginning with volunteers, from most to least senior service computation date/benefit service date and followed by non-volunteers from least to most senior service computation date/benefit service date). The first assignment under any of the above rosters will be made to the first name on the individual roster.
- c. Employees assigned (either on a permanent or a temporary basis) to a Supervisor's work unit after the rosters are established will be inserted into the applicable roster based on that employee's service computation date/benefit service date as described above.
- d. If an employee is detailed or otherwise temporarily reassigned out of a Supervisor's work unit, the employee shall not be considered available for overtime assignment under the losing Supervisor's overtime roster for the duration of such temporary assignment.

SECTION 7. Call Back.

- a. An employee who is called back to work at a time outside of and unconnected with his or her scheduled hours of work within the basic work week, will receive a minimum of two (2) hours of overtime pay, if applicable, from the time the employee arrives at the workplace to begin the overtime shift.
- b. Unless a call back overtime assignment requires special skill, familiarity with the work, or quick responses, call back overtime will be rotated among employees pursuant to Section 6.b.
- c. When it is first determined that call back assignments are necessary, the official responsible for call back will use the call back roster and make the assignment starting with the first name on the roster that he or she is able to contact. As successive call back assignments are necessary, the official responsible for call back

will commence calling or making assignments with the name immediately below that person who last worked a call back assignment and make the assignment to the first employee or employees that he or she is able to contact.

d. On call will be accomplished in accordance with the provisions of this article. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted.

1. Employees who own electronic communication devices may volunteer the numbers to be included on the rosters used for this purpose. The Employer may offer beepers, cell phones, or other electronic devices to employees on a basis to be voluntarily carried by the employees for this purpose. Employees shall not be reimbursed for personal phone usage.

2. Volunteering to use these devices shall in no way constitute an agreement to restrict the movement of employees under call back status.

SECTION 8. Standby Status.

a. In accordance with 5 CFR 551.431, employees are in a standby status when their movement is restricted by official order to a designated post of duty, and they are required to be in a state of readiness to perform work.

b. Employees, other than firefighters, who are in standby status in accordance with CFR 550.143, will receive appropriate compensation in accordance with OPM regulations.

SECTION 9. Home Calls. An employee who is non-exempt under the FLSA, who is called by a member of management or someone from the Activity, or acting on behalf of the Activity, to perform work at home at a time outside of and unconnected with the scheduled hours of work within the basic workweek will receive overtime pay if applicable, including the time spent on the call(s).

SECTION 10. Compensatory Time in Lieu of Overtime Pay.

a. Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

1. FLSA Non-Exempt Employees: The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work

performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay.

2. FLSA Exempt Employees:

a) Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Employer does not approve that request, the employee is entitled to compensation in accordance with Section 2. b. above.

b) The Employer may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e., Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay

c) Compensatory time earned normally will be used within twenty-six (26) pay periods from when it was earned. All compensatory time not scheduled and used by the employee by the end of twenty-six (26) pay periods will be converted to overtime pay, computed using the employee's rate of pay as of when the overtime pay was earned.

Section 11. Relief From Extensive Overtime.

- a. In order to alleviate adverse effects on employees who are required to work overtime on a regular basis, at the employees' election subject to supervisory approval, employees will be allowed to have two weekends (two (2) consecutive days) off per month.
- b. When conditions arise where the Employer reasonably believes this provision would jeopardize operations, the parties may negotiate appropriate short-term arrangements deviating from this section.

ARTICLE 14: DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). Employees may be non-competitively detailed to another position at the same grade level, a higher-grade level or a lower grade level; or to a set of duties, which have not been classified, with no change to the employee's grade and pay.

SECTION 2. Details of more than thirty (30) consecutive days to a position of a different title, series and grade must be documented and recorded in the employee's OPF. Details of thirty (30) days or less will be documented by the supervisor in writing and provided to the employee.

SECTION 3. Employees may be non-competitively detailed by the supervisor to a position within the unit classified at a higher grade for up to thirty (30) days without an increase in pay. For details longer than thirty (30) days, if qualified, the employee shall be temporarily promoted to the higher graded position for the period of the assignment not to exceed one hundred-twenty (120) days. The period of assignment means from the first day employee is assigned by the supervisor. The one hundred-twenty (120) day limit is not extended based on actual processing of the personnel action. Retroactive processing of the official personnel action may be required when directed by a third party.

SECTION 4. Temporary promotions in excess of one hundred-twenty (120) days shall be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to the higher graded positions within the preceding (12) twelve months is included in the determination of the one hundred-twenty (120) day limitation. Details to higher graded positions and temporary promotions of one hundred-twenty (120) days or less need not be filled through competitive procedures.

SECTION 5. An employee who is detailed to a position at the same or lower grade level as the one from which detailed shall continue to be paid at his or her regularly scheduled rate of pay.

SECTION 6. Non-competitive details and temporary promotions will be assigned in compliance with applicable rules and regulations. Procedures for assignment of such details and temporary promotions will be subject to local negotiations.

ARTICLE 15: ABSENCE AND LEAVE

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA).

SECTION 2. Annual Leave. Annual leave will be authorized and scheduled by the supervisor when the workload allows, and at the convenience of the employee whenever possible without negative impact to the mission.

- a. For employees who are eligible to earn leave, the supervisor is responsible for determining if leave requested can be approved based on workload. The supervisor has the right to cancel or modify the leave requested provided the supervisor discusses it with the employee.
- b. Unless otherwise provided in this agreement, employees may request annual leave (or compensatory time) at any time during the calendar year. Such requests will be submitted in advance, and when required by the employee's supervisor, an OPM-71, electronic leave request, or other method approved by the supervisor, will be used to document the leave request.
- c. Requests for annual leave under this subsection will be considered and acted on in the order that they are received, with preference going to the individual who first made the request. Any dispute between employees desiring the same leave period will be resolved by the supervisor considering mission requirements and service computation date/benefit service date for leave when determining approval/disapproval of leave.
- d. For planning purposes supervisors may establish tentative leave calendars on an annual or quarterly basis by requesting employees to submit tentative leave plans by a given date. If the supervisor establishes a tentative leave schedule, the following procedures will apply:
 1. Establish the dates employee will submit the written leave requests.
 2. If approval cannot be granted for all employees requesting leave for a particular time frame, conflicts will be resolved using the service computation date/benefit service date for leave. This provision is not intended to permit the senior employee to reserve all the preferred leave periods.
 3. Accordingly, when a senior employee's request conflicts with the requests of more junior employees for more than two leave periods, the senior person will promptly identify the two periods he or she wants approved on a priority basis.
 4. Any remaining leave conflicts will be similarly resolved among the next most senior employees, with no employee being allowed to exercise his or her seniority priority for more than two preferred periods.

5. Employees who have scheduled leave in this manner will be given preference over employees who may request leave at a later date.

e. Employees may donate and/or receive donated annual leave in accordance with provisions of OPM's leave transfer programs. The transfer of leave between APF and NAF employees for the purpose of donating leave is not authorized.

SECTION 3. Unscheduled Annual Leave.

a. An employee who is unable to report to duty due to emergency or unforeseen circumstances is responsible for notifying his or her Supervisor or designee as soon as possible.

1. Shift workers, including firefighters, must make every reasonable effort to notify their Supervisor or his or her designee as far in advance of the start of their scheduled shift as soon as possible, but at least one (1) hour prior to the start of the shift. Such notification will include the employee's name, reason for absence, estimated duration of the absence, and the type of leave the employee is requesting. Any absence beyond the estimated duration will also be reported in the same manner.

2. Other employees will notify their Supervisor or his or her designee as soon as possible, but no later than one (1) hour after the beginning of his or her scheduled starting time at work. Such notification will include the employee's name, reason for absence, estimated duration of absence, and the type of leave the employee is requesting. Any absence beyond the estimated duration will also be reported in the same manner.

b. The Supervisor or his or her designee may approve or disapprove a request for annual leave or leave without pay at the time of initial notification. Alternatively, the supervisor or his or her designee may acknowledge the notice, and defer the approval or disapproval of the requested leave until the employee returns to work. Upon return to work, unscheduled leave requests will be confirmed by completing an OPM-71 or other approved method acceptable to the supervisor.

c. Annual leave for unscheduled reasons will be approved if available if the employee established that the basis for the request is valid and that the employee could not reasonably be expected to report for duty.

SECTION 4. Sick Leave.

a. Subject to compliance with appropriate sick leave policies and procedures, a supervisor shall approve requests for sick leave when an employee:

1. Receives medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of his/her duties by physical or mental illness, injury pregnancy, or childbirth;
3. Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
4. Provides care for a family member with a serious health condition;
5. Would jeopardize the health of others with their presence due to their having, or having been exposed to, a contagious disease;
6. To make arrangements for, or to attend the funeral of a family member;
7. Receives or attends to a family member receiving optical, dental, or medical treatment or examination; or,
8. Must be absent from duty for purposes relating to their adoption of a child.

b. An employee has no limitations to the amount of sick leave that may be granted to them for their own personal medical needs. However, for general family care and bereavement, an employee may only use sick leave up to thirteen (13) days (104 hours) per each leave year or, for a family member with a serious health condition, up to twelve (12) weeks (480 hours), of sick and/or annual leave or leave without pay (under FMLA). In the case of part-time employees or employees on uncommon tours of duty, the number of hours of sick leave granted may not exceed that normally accrued by an employee during a leave year.

c. Each employee is responsible for causing his or her supervisor or designee to be notified when unable to report to work because of illness or injury. Each employee requesting sick leave shall personally notify their supervisor of his or her designee unless medically unable to do so.

1. Shift workers, including firefighters, must make every reasonable effort to cause their supervisor or his or her designee to be notified as far in advance of the start of their scheduled shift as soon as possible, but at least one (1) hour prior to the start of the shift. In the event of a bonafide medical emergency the employee shall cause their supervisor or his or her designee to be notified as soon as possible.

- a) The Supervisor (or designee) may approve or disapprove the request at the time of the initial notification, or may acknowledge the notice, and defer the approval or disapproval of the requested leave until the employee returns to work or provides documentation containing satisfactory evidence of incapacitation for duty during the period of the absence, which may be self-certification.

- b) Upon return to work, unscheduled sick leave requests will be confirmed by completing an OPM-71, Request for Leave, electronic leave request, or other approved format acceptable to the Supervisor.

2. All other employees must notify their Supervisor, or his or her designee, as soon as possible but no later than one (1) hour after the beginning of the employee's assigned work shift. In unusual circumstances, such as serious accidents or illnesses, management will

exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one (1) day the employee must contact their supervisor or his or her designee within the above notification period for each day of absence.

a) The Supervisor (or designee) may approve or disapprove the request at the time of the initial notification, or may acknowledge the notice, and defer the approval or disapproval of the requested leave until the employee returns to work or provides documentation containing satisfactory evidence of incapacitation for duty during the period of the absence, which may be self-certification.

b) Upon return to work, unscheduled sick leave requests will be confirmed by completing an OPM-71, Request for Leave, or other approved format acceptable to the Supervisor.

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

1. Certification from a physician or other health care professional; or the employee's written statement in cases where the illness was not treated by a physician, and where the statement contains satisfactory evidence of incapacitation for duty during the period of absence.

2. Regardless, if the medical documentation is not furnished in advance or as otherwise specified by law and regulation, the medical or other documentation required by this section must be furnished to the supervisor as early as practicable, but not later than fifteen (15) days after the supervisor's request. Employees, despite good faith efforts, must provide the medical documentation no later than thirty (30) days after the supervisor's request. An employee who does not provide the required evidence or medical documentation within the specified time period is not entitled to sick leave.

e. When an employee's sick leave record is questionable, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick leave record, or if the supervisor determines that counseling/warning is inappropriate, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. Employee will request his/her physician to provide enough information on the certificate so the supervisor can make a determination of the validity of the absences. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants. This requirement may be reviewed at any time, but at least annually.

f. Approval for sick leave for medical, dental, or optical examinations shall be secured in advance. If the appointment cannot be made for non-work hours, the employee should schedule the appointment for a time early in the work shift or close to the end of the shift in order to minimize time away from work.

g. Time spent by employees on the day of injury obtaining initial examination and or treatment for a job related injury will not be charged to leave.

h. If the absence is approved and the employee does not have sick leave, the employee may request annual leave.

i. Approved sick leave normally will not be the basis for disciplinary actions. This provision, however, will not prevent the activity from initiating an action based on excessive absences (e.g., removal based on unavailability for work).

SECTION 5. Advanced Leave (APF employees)

a. Employee requests for advances of annual leave will be processed in accordance with applicable regulations. No employee will be granted advanced annual leave when it is known (or reasonably expected) that the employee will not return to duty, e.g., when the employee has applied for disability retirement.

b. Advance sick leave, up to the amount provided for in regulation, may be granted in cases of serious disability or illness. Such requests must be supported by administratively acceptable medical documentation and must be requested in advance in writing prior to its use.

SECTION 6. Court Leave.

a. Court leave shall be granted in accordance with applicable law and regulation.

b. Any employee selected for jury duty will apprise his or her Supervisor of that fact, and pursuant to applicable law and regulation, will not be required to report to the workplace during jury service. If an employee is not required to report for or is excused from court for a portion of the day, he or she will be expected to report for work if the employee can report and work for two (2) or more hours or the employee may request to take annual leave for the period of interim excuse from jury duty.

SECTION 7. Registration and Voting.

a. When the polls are not open at least three (3) hours either before or after an employee's regular hours of work, he or she will be granted an amount of administrative excused time to vote which will permit the employee to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the lesser amount of time off. An employee whose residence is beyond the normal commuting distance and in a

location where absentee ballots are not permitted will be excused, not to exceed one (1) day, for the necessary trip.

b. For employees who vote in jurisdictions which require registration in person, excused time will be granted on the same basis as for voting, except that no time will be granted where registration can be accomplished on a non-work day and the place of registration is within reasonable one (1) day round trip travel distance of the employee's place of residence.

SECTION 8. Excused Absences of Short Duration. With respect to tardiness and brief absences, Supervisors or his or her designee may:

a. Excuse absences of not more than fifty-nine (59) minutes (this limitation does not apply to activity heads or their designees).

b. Require the employee to take annual leave, or approve a request from the employee for LWOP.

SECTION 9. Family and Medical Leave Act.

a. The Family and Medical Leave Act (FMLA) provides substantive legal entitlements to employees regarding leave in certain specified circumstances. The Employer agrees to administer the FMLA consistent with law and regulations.

b. At the employees' request, an employee may use sick, annual or leave without pay for approved absence under the FMLA.

SECTION 10. Family Friendly Leave Policies. The parties recognize the importance of adopting family friendly leave policies as a worthy goal in itself and in order to provide a productive and worker friendly workplace. With this in mind, the parties agree to the following in implementing these policies:

a. The parties will support and encourage workers in balancing the demands of work and family and to apply existing statutory authorities to ensure a family friendly workplace.

b. Family leave policies provide a range of options designed to assist employees in balancing the needs of work and family. These options include use of sick leave for family care, including, but not limited to, routine medical and dental appointments, and sick leave for adoption. Additionally, leave transfer and/or leave-bank programs are available, along with excused absence for bone marrow and organ donation. Work and family needs may also be addressed by use of leave without pay, compensatory time off, and alternative work schedules. Subject to workload considerations and other legitimate work-related factors, supervisors and managers will support these policies to the maximum extent practicable.

c. It is understood that employees must meet eligibility requirements for entitlement to the benefits described in this article.

d. Provided that other leave requirements are satisfied, employees may request and be granted up to a total of twenty-four (24) hours of leave without pay (LWOP) each year for the following activities:

1. School and early childhood educational activities including, but not limited to, allowing employees to participate in school activities directly related to the educational advancement of a child. This would include, but is not limited to, parent-teacher conferences or meetings with child-care providers, interviewing for a new school or child-care facility, or participating in volunteer activities supporting the child's educational advancement. In the context of this article, "school" refers to an elementary school, secondary school, Head Start program, or a child-care facility.

2. Routine family medical purposes including, but not limited to, allowing parents to accompany children to routine medical or dental appointments, such as annual checkups or vaccinations.

3. Elderly relatives' health or care needs including, but not limited to, allowing employees to accompany an elderly relative to routine medical or dental appointments or other professional services related to the care of the elderly relative, such as making arrangements for housing, meals, phones, banking services, and other similar activities.

4. It is understood that where sick leave is authorized for these activities, employees may substitute annual leave or LWOP in lieu of using sick leave. Also, where LWOP is authorized, employees may substitute annual leave or sick leave as appropriate. Leave authorized in this article is in addition to any leave authorized under other regulations.

SECTION 11. Other Absence Situations. The parties recognize that the personnel system provides the Employer with flexibility in scheduling hours of work and time off. To that end, the parties are encouraged the appropriate use of this flexibility in addressing various requests for changes in work schedules or time off to allow employees to engage in various volunteer activities, while giving due consideration to the effect of an employee's absence or change in duty schedule on work operations and productivity. Some of the various volunteer initiatives include the following.

a. Bone-Marrow or Organ Donor Leave. In accordance with 5 USC 6327, an employee is entitled to leave without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating, for the time necessary to permit such employee to serve as a bone-marrow or organ donor. The employee may, in any calendar year, use up to 7 days of special paid leave to serve as a bone-marrow donor and use up to 30 days of special paid leave to serve as an organ donor.

b. Veterans Participating in Military Honors. In accordance with 5 USC 6321, an employee who is a veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or deduction from annual leave for the time necessary, not to exceed four (4) hours in any one day, to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final internment in the United States.

c. Law Enforcement Officers and Firefighters Attending Funerals of Fellow Federal Law Enforcement Officers. In accordance with 5 USC 6328, a Federal law enforcement officer or a firefighter may be excused from duty without loss or, or reduction in, pay or leave to which such officer is otherwise entitled, or credit for time or service, or performance or efficiency rating, to attend the funeral of a fellow Federal law enforcement officer or Federal firefighter, who was killed in the line of duty. When so excused from duty, attendance at such service shall, for the purposes of section 1345(a) of Title 31, be considered an official duty of the officer or firefighter.

d. Emergency Rescue or Protective Work. The local parties may negotiate local agreements to address requests for leave of absences (e.g., LWOP or excused absence) due to emergency rescue or protection work.

SECTION 12. Inclement Weather or Emergency Conditions. Local inclement weather and emergency condition policies are established at the Activity level. All employees should be advised of such policies through locally negotiated notification procedures. The use of administrative leave may be appropriate for regular employees in situations in which a head of an Activity uses his or her authority to close all or part of an Activity due to inclement weather or emergency conditions. This authority is intended for short periods of time, generally not exceeding three (3) consecutive work days, and is not intended to cover extended periods of interrupted or suspended operations that can be anticipated sufficiently in advance.

ARTICLE 16: PARKING

SECTION 1. Parking at each Activity will be as established on the effective date of this CMLA, and subject to local negotiations in accordance with Article 4 of this CMLA.

ARTICLE 17: POSITION MANAGEMENT AND CLASSIFICATION

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). Each position covered by this Agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade, and pay system, in accordance with applicable regulations.

- a. The description must clearly and concisely state the major duties and responsibilities of the position. Position descriptions do not control work assignment. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the job/position description shall be modified to reflect these tasks so that the job/position description will be kept current and accurate.
- b. Employees will be furnished a copy of the job/position description to which assigned upon hire. When any changes occur to the position description, employees will be given a copy of the new PD.

SECTION 2. The Local Union will be notified reasonably in advance when any changes in position classification or job grading standards will impact unit employees at the Activity. When a position is downgraded, the employee will receive grade/pay retention and priority consideration entitlements (this does not apply to NAF pay band and CY employees) in accordance with applicable regulation and this CMLA.

SECTION 3. Classification Review and Appeals. An employee dissatisfied with the classification their position will first discuss the matter with their immediate supervisor. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the employee's satisfaction, the supervisor will arrange for the employee to discuss their dissatisfaction with an appropriate staff member of the servicing HRO. An employee, upon request, will have access to pertinent information directly related to the classification of their position. This informal classification review process will be normally be completed within a reasonable period. If the employee still believes there is an error they may file an appeal in accordance with applicable DOD and/or OPM regulations.

- a. When an employee notifies the Activity that they wish to file an appeal regarding job title, series, or grade, they shall be furnished information on appeal rights and procedures under applicable regulations. An employee may elect to be represented by the Local Union when appealing and when discussing appeal rights and procedures with the Human Resources Office. Such Local representative will be on official time while assisting with the appeal process, if

otherwise in a duty status.

- b. Employees who file a classification or job grading appeal will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office.

SECTION 4. Effective Date. The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by DOD and/or OPM.

ARTICLE 18: IMPACT OF TECHNOLOGICAL CHANGE

SECTION 1. As appropriate, the Employer/Activity will provide the Council/Local Union with advance notification of new technology that substantially and directly impacts on working conditions of unit employees. Such notification shall include such information as the nature of the new technology and categories of employees that would be affected.

SECTION 2. Upon written request, the Employer/Activity, as appropriate, will provide relevant data concerning such new technology to the Council/Local Union, to the extent required by 5 USC 7114(b)(4).

SECTION 3. Management will provide appropriate training to employees affected by the introduction of new technology. Any such training required by management shall be provided by management at no cost to the employees in accordance with applicable regulations.

ARTICLE 19: HEALTH, SAFETY, AND ENVIRONMENT

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The Employer will maintain a compliant occupational safety and health program in accordance with applicable law and regulations. The Employer and the Local Union will promote the installation's OSHA Voluntary Protection Program efforts and safety requirements. The union shall encourage employee support in all facets of safety programs.

SECTION 2. Employees have the right and responsibility to report all unsafe or unhealthy working conditions and shall be protected from reprisal.

- a. The supervisor will promptly take steps to correct conditions he/she finds to be unsafe, or to refer the matter to the appropriate command authority. Employees will report all accidents/incidents to their supervisors at the time of the accidents/incidents.
- b. Employees will report alleged unsafe conditions to their supervisor or to the activity Safety Office. Such reports will be processed in accordance with applicable regulations.
- c. No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activity under the occupational safety and health program.

SECTION 3. The term "imminent danger" applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. When an employee during the course of performing his or her official duties reasonably believes he or she is exposed to a health or safety hazard that presents an imminent danger, he or she shall cease the activity and notify the supervisor, and if so desiring, the Activity safety officer. The supervisor will evaluate the situation, consulting appropriate safety personnel if necessary, and make a decision as to whether work may proceed. If the employee is not satisfied that the imminent danger is sufficiently eliminated, he or she will notify the supervisor. The supervisor will immediately notify the appropriate safety official and assign the employee to other duties, if appropriate. Thereafter, if the safety official determines that no imminent danger exists or has been corrected the employee will return to work.

SECTION 4. As an appropriate arrangement for employees who, in the course of their duties, may be exposed to serious injury or death, the Employer will provide necessary on-the-job training on safety including instructions on applicable safety rules and regulations. This training will be provided not only to alleviate these adverse effects to the employees themselves, but also to protect fellow workers who may be exposed to unsafe working conditions as a result of untrained employees. All employees will comply with the applicable safety rules and regulations. Employees will be informed of any and all known hazardous chemicals, materials, and substances

to which they may be exposed during the course of their duties. A copy of applicable Safety Data Sheets (SDS) will be readily available and accessible to employees.

SECTION 5. Personal Protective Equipment.

- a. The Activity will furnish necessary protective clothing and equipment to employees performing official duties that require protective measures. However, the activity may allow the employees the option of purchasing industry standard protective clothing and equipment and be reimbursed.

- b. The Activity will provide storage space for protective clothing and equipment assigned to employees. Employees will use the safety equipment, personal protective equipment and other devices and procedures provided or directed by the activity. Employees will take reasonable care of and maintain safety and protective equipment.

SECTION 6. When the Activity determines that a dangerous or potentially dangerous condition is present at a particular work site, employees at the work site will be notified immediately so that precautionary steps may be taken. If necessary, employees will be evacuated to a safe area until the hazards have been corrected. The Activity will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

SECTION 7. Safety Councils/Committees.

- a. The Employer and the Council agree the Local Union should have the ability to contribute meaningfully to the Safety program. Each Activity will assign representatives named by the Local Union to the following council/committees, if such council/ committees covering bargaining unit positions exist or are established during the life of this CMLA:
 - 1. Command/Installation Safety Council
 - 2. Drive Safe Council
 - 3. Supervisor's Safety Committee
 - 4. Shop Safety Committee
 - 5. Volunteer Protection Program (VPP)

- b. Each Activity will assign to the Command/Installation Safety Council and the Supervisor's Safety Committee one (1) representative each named by the local union. Membership on the Shop Safety Committee will include an equal number of bargaining unit employees named by the Local Union and the Activity.

c. Occupational safety and health training for employees of the Employer who are representatives of employee groups, such as labor organizations which are recognized by the Employer, shall include both introductory and specialized courses and materials that will enable such groups to function appropriately in ensuring safe and healthful working conditions and practices in the workplace and enable them to effectively assist in conducting workplace safety and health inspections. Nothing in this paragraph shall be construed to alter training provisions provided by law, Executive Order, or collective bargaining arrangements. The extent of such training is subject to negotiation between the activities and the Local Union.

d. These employees will function as full members of the committees/council, participating fully in the agenda for all safety matters, which affect unit employees. Employees on the above committees/council will be provided necessary training to carry out their role on the committee/council and will be on official time while performing authorized committee/council functions (including, when necessary, reasonable time to prepare for meetings) if otherwise in a duty status.

SECTION 8. Upon written request, the Employer will provide the Council's National Safety Representative with a copy of current DOD, DON and Marine Corps safety directives which are specifically identified and to which the Local Unions are entitled under applicable laws. The Employer will also provide a copy of future safety directives issued by the Marine Corps or received from DON or DOD that impact on the working conditions of unit employees to the National Safety Representative. The Council will notify the Employer, in writing, of the name and address of the National Safety Representative, and of any changes that occur during the life of this CMLA. The National Safety Representative may submit suggested improvements in the safety program to the Employer anytime during the life of this CMLA. The Employer will seriously consider these suggestions in formulating safety policy and will solicit input from the Council before implementing any safety policy impacting on employee working conditions.

SECTION 9. The Council will be provided an opportunity to review any written proposals to change or waive safety standards that would impact on employee working conditions prior to submission outside the Marine Corps.

SECTION 10. Inspections.

a. The term "inspection" means a comprehensive survey of all or part 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 Employer occupational safety and health personnel or routine workplace surveillance of occupational health conditions.

b. A Local Union representative accompanying an inspector will be on official time if otherwise in a duty status. A Local Union representative will be allowed to accompany:

1. The inspector during the annual physical inspection of employee work areas.
2. The official who conducts an inspection in response to a report by an employee or the Local Union of any unsafe or unhealthful condition; and
3. An OSHA inspector during his or her inspection of employee work areas provided the inspector does not object.

SECTION 11. Emergency Treatments of Injuries or Illnesses Occurring During Working Hours.

- a. Activities will take reasonable steps to contact emergency service to provide emergency diagnosis and treatment of injuries or illnesses of employees that occur during working hours. If emergency treatment facilities are not available at the Activity, the Activity will assist in arranging for transportation to an appropriate medical facility.
- b. Special health examinations for specific categories of employees whose work environment presents peculiar health hazards will be provided by the Employer in accordance with agency regulations.

SECTION 12. Tobacco, E-Cigarette, and Chew Prevention Program. The parties agree that smoking to include e-cigarettes and chew, is prohibited inside all Marine Corps controlled vehicles and buildings as per DOD and DON smoking policies. Employees are entitled to work in a smoke, vapor, and chew free environment. Smoking areas will be in accordance with current regulations.

ARTICLE 20A: WORKERS COMPENSATION CLAIMS — APPROPRIATED FUND

SECTION 1. This applies to APF employees only.

SECTION 2. **Counseling of Employees.** When a Supervisor becomes aware that an employee under his or her supervision has suffered a job related illness or injury, the Supervisor or other management representative, will in accordance with applicable regulations:

- a. Authorize medical care for the employee (using CA-16). Management will not recommend or select physician for the employee.
- b. Provide the employee with Form CA-1 or CA-2 and, upon request, explain how the form is to be filled out.
- c. Advise the employee of his or her right to elect continuation of regular pay or to use annual or sick leave, provided the employee has sustained a job related injury that renders the employee incapable of performing assigned duties and the employee is otherwise entitled to receive continuation of pay (COP). If the claim is denied, advise that the continuation of regular pay will be charged to sick leave, annual leave, or leave without pay, or be deemed an overpayment within the meaning of 5 USC 5584; and
- d. Ensure that any claims for benefits submitted by the employee are forwarded promptly to the Office of workers Compensation Programs (OWCP) of the Department of Labor.
- e. Eligibility, medical authorization, and bill payment status can be accessed on-line 24 hours a day, 7 days a week. Claimant eligibility, bill status, and medical authorization inquiry functionality is available 24 hours a day via OWCP's Interactive Voice Response System (IVRS).

SECTION 3. **Continuation of Pay and Light Duty Assignments.**

- a. An employee who suffers a traumatic disabling job-related injury is entitled to COP for a period not to exceed forty-five (45) calendar days from the onset of the employee's disability, provided the employee is otherwise eligible to receive COP under applicable laws and regulations.
- b. If the employee's treating physician indicates employee is incapable of performing work after the 45-day COP period, the employee may elect sick leave, annual leave, or leave without pay, as provided for by OWCP regulations.
- c. If the employee's treating physician indicates that the employee is capable of performing light duty work, the activity may direct the employee to work a light duty assignment that is within the physical capability of the employee indicated by the treating physician. Depending

on OWCP's determination as to the propriety of the light duty assignment, an employee who refuses to work a light duty assignment may be ineligible to receive COP, liable for any overpayments received, and/or subject to other action.

SECTION 4. Sensitive Documentation. All information associated with an employee's on the job injury or illness is subject to the provisions of the Privacy Act, and will be safeguarded by management.

SECTION 5. Workers Compensation Committee. Wherever a Workers Compensation Committee has been or will be established, the Local Union President or his or her designee will designate a Local Union representative to serve as an active member. Any local Union representative participating in the above identified committee shall be on official time while performing authorized committee functions, if an employee and if otherwise in a duty status.

ARTICLE 20B: WORKERS COMPENSATION CLAIMS – NON-APPROPRIATED FUND

SECTION 1. This applies to NAF employees only.

SECTION 2. Employees are subject to the provisions of the Longshore and Harbor Workers' Compensation Act (LHWCA) in regard to compensation for job related injuries or illnesses. The Employer agrees to maintain Workers' Compensation Insurance contracts as required by the provisions of the above Act.

SECTION 3. In accordance with LHWCA, the Employer will post appropriate literature concerning the procedures for reporting work related injuries or illnesses on Official Bulletin Boards.

SECTION 4. When an employee suffers a work related illness or injury the Employer will submit the employee's claim for benefits to the authorized benefits provider for workers compensation and to the Deputy Commissioner of Labor within ten (10) days. The necessary forms for submitting claims will be maintained and supplied by the Employer. Copies of all claims and associated paperwork may be reviewed by the employee or his/her representative, designated in writing, and a copy provided upon request. Compensation checks will be direct deposited to the employee by the insurance carrier.

SECTION 5. When a supervisor becomes aware that an employee under his/her supervision has suffered a job related injury or illness, the supervisor or other appropriate individual will, in accordance with applicable regulations and this agreement:

- a. Authorize immediate medical care for the employee in emergency situations (i.e., call an ambulance).
- b. Notify the servicing HRO immediately, or as soon as possible after the injury or illness occurs.
- c. During normal working hours, the employee has the right to choose the appropriate medical facility or a private physician for immediate treatment. If the employee wants to go to a physician in the community the employee will be instructed to report to the HRO to receive the necessary forms to authorize medical treatment by a private physician of his or her choice.
- d. The employee may go to a physician of choice. If a private physician is used the employee should advise the physician that the injury or illness is job related and that the necessary forms will be obtained as soon as possible. Under no circumstances shall the employee file charges for a job related injury or illness against his/her medical insurance.

SECTION 6. Employees are granted administrative leave for the remainder of their work shift on the day of the injury to seek medical attention. Employees covered by workers' compensation insurance (5 USC 8171) will, upon request, be granted annual, sick leave, or leave without pay (rounded out to the nearest hour) from the employee's accumulated sick leave balance in an amount which, when added to workers' compensation benefits, approximates but does not exceed the employee's basic salary.

SECTION 7. Return to Work Program. Injured employees shall be returned to work as soon as they are physically able, as determined by the medical information. The procedures for complying with the official Marine Corps Return to work Program are outlined in the Administrative Manual for Group Medical and Life Insurance, Worker's Compensation, Group Retirement and General Liability/Composite Insurance Programs for Civilian Employees of the U.S. Marine Corps Non-Appropriated Fund Instrumentalities.

ARTICLE 21: ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

SECTION 1. Environmental Differential (Federal Wage (WG) and NAF Crafts and Trades (CT) Pay Systems. Environmental differentials will be paid to WG and CT employees in accordance with applicable laws, rules and regulations. With regard to Permissible Exposure Limits (PEL) to any substance, OSHA regulations will control. WG, CT and General Schedule (GS) employees will be treated the same in this regard and will be governed by the applicable regulations.

SECTION 2. Hazardous Duty Pay (GS). Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations.

SECTION 3. Grade Determination. In determining eligibility for environmental differentials or hazardous duty pay, a determination must be made as to whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the Activity will inform the employee and the Union whether or not such duties were taken into account in establishing the grade of the position and whether, absent those duties, the grade would have been lower.

SECTION 4. Nothing in this article prohibits the establishment of joint EDP committees on an ad hoc basis should a need arise.

ARTICLE 22: TIMELY AND PROPER COMPENSATION

SECTION 1. Employees will be paid in accordance with law and regulations governing the appropriate pay system.

SECTION 2. Employee pay days may be changed if the change does not delay any employee's pay day beyond that established as of the date of this Agreement, and provided affected employees have been given at least fourteen (14) days advance notice.

SECTION 3. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. If an employee fails to receive proper and timely compensation because of an error by the Activity, the Supervisor will take immediate action to notify the appropriate payroll office to expedite compensation to the employee. Compensation will be paid within fourteen (14) days of notification of the problem.

SECTION 4. Except for employees excluded by regulation all employees will have the option to have their leave and earning statement (LES) mailed to a designated address, other than their place of employment as well as being able to access and download it on MyPay (APF) or PeopleSoft (NAF).

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Policy. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The Employer and the Council agree that discrimination in employment because of race, color, religion, sex (to include sexual harassment, gender identity, sexual preference), national origin, age, disability, reprisal, and the Genetic Information Nondiscrimination Act (GINA) as these terms are defined by appropriate law and regulation is prohibited. The Employer and the Council agree that all personnel will work to prevent illegal discrimination.

SECTION 2. The Equal Employment Opportunity Program. The Marine Corps Model Equal Employment Opportunity Program shall be designed to promote equal employment opportunity in accordance with applicable law and regulation. Local Activities are authorized and encouraged to use Alternative Dispute Resolution (ADR) to resolve EEO complaints.

SECTION 3. Information Data and Reports.

- a. Each Activity will provide employees reasonable access to regulations in the Activity's possession, which describe the discrimination complaints process.
- b. Each Activity will provide employees reasonable access to their approved, Management Directive 715 report.

SECTION 4. Complaints.

- a. Any employee who seeks advice, wishes to file, or has filed an EEO complaint shall be free from coercion, interference, dissuasion, or reprisal due to the complaint.
- b. Complaints must be initiated within forty-five (45) days of the date of the incident or of the date when the employee became aware of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.
- c. An employee is entitled to designate a personal representative, which may include the union. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.
- d. Pursuant to the Statute, an aggrieved employee who alleges discrimination may at his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his or her option, when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a notice of MSPB appeal (only APF employees) under the statutory procedures or pursues a written grievance in accordance with Article 11 of the CMLA, whichever event occurs first.

e. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the Activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

f. Persons who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

g. All mediators/conciliators used for the mediation process will be from the Navy Center of Excellence, if available.

SECTION 5. EEO Committees. Activities agree to afford their respective local union a seat on EEO committees, if such committees exist, or are established at an activity. Any local union representative designated to participate shall be on official time while performing authorized committee functions and related activities, if an employee and if otherwise in a duty status.

ARTICLE 24: UPWARD MOBILITY

SECTION 1. Each Activity may establish an upward mobility program that is responsive both to employee career development. The program should provide the maximum feasible opportunity for employees to enhance their potential through formal and on-the-job training job re-engineering, and other development measures may perform at their highest potential and advance in accordance with their capabilities. The program must also be sensitive to Activity staffing needs. The extent of any Activity's upward mobility endeavors will depend on, among other things:

- a. The number and type of target positions available which would link employee potential with positions in support of Activity operations;
- b. The number of employees having the requisite potential to perform satisfactorily in the target positions;
- c. Available training resources; and,
- d. Ceiling or budget constraints.

SECTION 2. As positions are vacated, each Activity may review its positions to determine which, if any, would be appropriate for designation as upward mobility positions. Those positions so identified will be specifically described and announced as upward mobility opportunities and will be filled at a grade level, which is at or below the target level. Competitive procedures shall be used in selecting employees for upward mobility positions.

SECTION 3. It is understood that upward mobility may also be achieved by:

- a. Evaluating situations where vacant positions can be filled at lower grade trainee levels;
- b. Identifying areas where bridge positions could be established in order to provide opportunities for employees to enhance their careers; or
- c. Upgrading the existing skills of employees so they can qualify for positions in other career areas (for example, provide training to a Laborer so he or she can qualify as a Carpenter's Helper or Apprentice or to a Library Aid so he or she can qualify as a Library Assistant).

SECTION 4. The Parties agree there may be positions, both APF and NAF, within the Marine Corps that do not lend themselves to designation as an upward mobility position.

ARTICLE 25: TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. Employee training and development programs are designed to assure maximum efficiency of employees in the performance of their official duties, and to encourage employee self-development to become more proficient in his or her line of work or to qualify for promotion.

SECTION 2. Nomination for, and selection of, employees for training will be based on the needs of the Activity without regard to race, color, religion, sex, age, national origin, handicap, GINA or other non-merit factor.

SECTION 3. The Activity, in accordance with applicable regulations, will pay for the costs associated with an employee's job-related training that it requires and has approved.

SECTION 4. When training is given primarily to prepare employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the persons to receive such training.

SECTION 5. Employees who have submitted a written request for training will be notified of their selection or non-selection and provided an explanation for non-selection, in writing, upon request.

SECTION 6. Employees are encouraged to use appropriate self-development opportunities related to their official duties or their career goals. Employees are encouraged to participate in preparing an Individual Development Plan (IDP) and/or Learning Development Plan (LDP).

SECTION 7. Employees must complete required mandatory training each year.

SECTION 8. Training for Council and Local Union officials on 100% official time will not count against the training time negotiated for other union representatives.

SECTION 9. All mandatory training will be conducted during an employee's regular work schedule. An employee may opt to voluntarily attend training in a pay status outside of their regular work schedule.

ARTICLE 26: DUES WITHHOLDING

SECTION 1. Voluntary Dues Allotment. Bargaining unit employees may authorize on a voluntary basis an allotment of pay for the payment of dues. The Union shall supply Standard Form (SF) 1187 (Request for Payroll Deduction for Labor Organization Dues) and be responsible for the distribution of the form to its members. The Union shall be responsible for completion of Section A of the SF 1187, including the certification of the current amount of the Union's regular dues to be deducted each bi-weekly pay period.

SECTION 2. Revocation of union dues. An employee who authorized dues withholding on or after August 10, 2020, may revoke his/her dues allotment at any time after 12 months by submitting an SF 1188 to the local union. All other employees may revoke their dues withholding by submitting the SF 1188 to the Local Union no earlier than thirty (30) days prior to the anniversary date of when the employee began to have his or her dues withheld.

SECTION 3. The Local Union will provide the appropriate Finance section (APF or NAF) of the amount of Local Union dues, any changes in the dues amount and the name and address of the payee to whom the remittance check should be made. The Local Union will also forward completed SF 1188s, written revocations of allotments received by the Union, and a list of members not in good standing to the appropriate office. All notifications must be in writing.

SECTION 4. The Activity will process voluntary dues allotments in the amount certified by the Local Union; withhold dues on a biweekly basis; and transmit remittances via electronic funds transfer to the bank information provided by the Union. The Local Union will be provided a list containing the following information:

- a. The name of the employees for whom dues were withheld; and
- b. The amount of the dues withheld for each employee.
- c. Errors will be corrected and adjusted in a subsequent check.

SECTION 5. Any change in the amount of dues to be withheld will be effective at the beginning of the next pay period. The Local Union will notify the appropriate (APF or NAF) Activity payroll office, in writing, of the new amount and the effective date at least seven (7) days before the new withholding amount is to be effective.

SECTION 6. The dues of Employees who are leaving employment at the Activity for any reason will be stopped on the effective date of the separation from duty. Employees leaving employment at the Activity should present an SF-1188 to the servicing payroll office.

SECTION 7. Employees may obtain SF 1187s and SF 1188s from their Union representatives/office.

ARTICLE 27: WITHIN-GRADE INCREASES

SECTION 1. This Article covers employees eligible for within-grade increases (WGI). Except as otherwise provided below, eligible employees are entitled to a WGI if they: (1) have completed the waiting period required by applicable law and regulation; (2) have not received an equivalent increase during the required waiting period; and, (3) have, in regard to their current position, a summary rating of acceptable.

- a. If the employee's current rating of record is unacceptable, the WGI will be denied. At any time an employee's performance falls below the acceptable level for any critical element, a special progress review will be held to advise the employee of the deficiencies in his or her performance. A written summary will be prepared to identify what steps must be taken, which may include training, to improve performance. The employee will be provided a copy of the summary.
- b. If an employee's most recent rating of record will not support the granting of a WGI, the employee still may be granted a WGI provided that he or she is currently performing at the acceptable level and further provided that the employee's supervisor completes a new rating of record reflecting the improvement in the employee's performance.

SECTION 2. If the increase will be denied, employees will be notified in writing within thirty (30) days after the end of the prescribed waiting period as established by applicable law and regulation. The notice will inform the employee of:

- a. The reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a within-grade increase;
- b. The employee's right to file a written request for reconsideration of the negative determination provided such request is filed within fifteen (15) days; and,
- c. The name of the reconsideration official to whom the request is to be submitted.

SECTION 3. The reconsideration official will render his or her decision to the employee in writing within thirty (30) days after receiving the employee's written request for reconsideration. If a negative determination is reversed by the reconsideration official, the within-grade increase will be retroactive to the original due date. If the reconsideration official upholds the original negative determination, the official will set forth the reasons therefore and inform the employee of his or her right to file a grievance.

SECTION 4. When an employee or his or her personal representative, designated in writing, files a request for reconsideration, a Reconsideration File will be established which contains all pertinent documents relating to the negative determination, including:

- a. The written negative request for reconsideration and the basis therefore.

- b. The employee's written request for reconsideration.
- c. The report of investigation, when an investigation is made.
- d. The written summary or transcript of any personal presentation made; and
- e. The final decision on the request for reconsideration.

SECTION 5. Written Exceptions. The employee will be given an opportunity to submit a written exception to any summary of a personal presentation made by the employee. The reconsideration file will be furnished to the affected employee or his or her personal representative on request.

SECTION 6. If an employee's within-grade increase has been withheld because of a negative determination, the employee's supervisor will make a new determination within twenty-six (26) weeks after the date the employee received notice of the negative determination. If the new determination is positive, the employee's within-grade increase will be effective as of the first day of the first pay period following the date of the positive determination.

ARTICLE 28: MERIT STAFFING/FILLING OF POSITIONS

SECTION 1. General .

- a. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). It is the policy of the Marine Corps to fill all positions in the bargaining unit with the best qualified candidates for the positions after fair and open competition for advancement and development opportunities. Filling of positions outside the bargaining unit is not within the scope of this Article.
- b. Identification, qualification, evaluation, and selection of applicants shall be based solely on job related criteria without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race color, sex (to include sexual harassment, gender identity, sexual preference), national origin, mental or physical handicap or disability, age (40 or over), genetic discrimination, or prior Equal Employment Opportunity (EEO) involvement reprisal.
- c. All positions in the bargaining unit will be filled in accordance with this CMLA subject to governing laws and regulations.
- d. The Activity retains the right to use any lawful means, subject to this CMLA, of filling positions either concurrently or in lieu of competitive procedures.
- e. The Merit Staffing program is to provide an incentive for employees to improve their performance and develop their knowledge, skills, and abilities for promotional opportunities.

SECTION 2. Application of Competitive Procedures

- a. Competitive procedures apply to the following actions:
 1. Temporary promotions of more than one hundred twenty (120) days;
 2. Selection for detail for more than one hundred twenty (120) days to either a higher graded position or to a position with higher known promotion potential;
 3. Reassignment or demotion to a position with more potential than the employee's current position (except as permitted by RIF/BBA regulations);
 4. Transfer from another agency to a higher graded position or a position with more promotion potential than a position previously held on a permanent basis;
 5. Reinstatement to a permanent or temporary position at a higher grade, or one having potential for advancement to a higher grade, than a position previously held on a permanent basis;

6. Selection of a person from the Reemployment Priority List for a position at a higher grade than that from which separated; or,
 7. All permanent promotions to positions unless made under one of the exceptions or exclusions in paragraph “b” of this section.
- b. Competitive procedures do not apply to:
1. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error;
 2. Promotion resulting from upgrading of a position due to the accretion of duties;
 3. Career promotions when competition was held at an earlier date (e.g., apprentice, trainee, understudy, developmental, or career ladder positions);
 4. Temporary promotions of one hundred twenty (120) days or less;
 5. Details of not more than one hundred twenty (120) days to higher graded positions or to positions with known promotion potential;
 6. Re-promotion of an employee who was demoted without personal cause and not at his or her request;
 7. Promotion, reassignment, transfer, reinstatement, transfer of function, or detail of an employee to any position and/or grade level which he or she currently holds or formerly held on a permanent basis;
 8. Transfer of a current employee or reinstatement eligible to a position that is no higher than a position previously held on a permanent basis;
 9. Selection of an individual accorded priority consideration;
 10. Recruitment for flexible positions;
 11. Conversion between APF and NAF employment under the OPM/DOD NAF Interchange agreement which does not result in a promotion;
 12. Selection of a qualified applicant who previously competed for a NAF position provided that the closing date of the vacancy announcement and the selection of the candidate does not exceed six (6) months.
- c. The Activity may take the following actions in lieu of merit promotion in compliance with rules, regulations and this CMLA:

1. Selections from the Priority Placement Program (PPP) for APF positions;
2. Selections from OPM delegation of authority register for APF positions;
3. Reinstatement to the same or lower grade level previously held on a permanent basis;
4. Reassignments, promotions, demotion or transfer to another Federal agency to a position held on a permanent basis in the competitive service; and,
5. Selections from the Reemployment Priority List at the same or lower grade level with no higher grade potential than the position from which separated.

SECTION 3. Priority Consideration and Re-Promotion.

- a. Before advertising a position, the Human Resources office (HRO) will provide the selecting official with names of individuals entitled to re-promotion or priority consideration. Individuals will be referred in the following order:

1. APF employees under grade or pay retention due to demotion for reasons not stemming from personal cause or request and NAF employees on the Re-employment Priority List. Such employees will be afforded first offer for re-promotion to positions from which they were downgraded unless there are justifiable reasons for non-selection.
2. Activity employees who failed to receive proper consideration for promotion in a prior case due to a procedural, regulatory or program violation. Eligibility will terminate when selected, when referred for bona fide consideration or at the end of the one-year period from the determination of eligibility. The eligibility period may be extended for one additional year if no bona fide referral has occurred during the first year of eligibility. If an employee is not selected under priority consideration and the employee applies for and is certified as one of the best-qualified under competitive promotion procedures for the same position, the selecting official must state reasons, in writing, if he or she does not then select the employee.

SECTION 4. Notice of Vacancies. Local presidents will be notified of upcoming vacancies and/or vacancy announcement when it is determined that a need exists for such position.

SECTION 5. Evaluation, Certification, and Selection of Applicants under Competitive Procedures for APF employees.

- a. Applications will be processed from a combination of electronic and manual methods.
- b. The appropriate OCHR evaluates and refers certificates directly to the Employer.

- c. Applicants who have not yet satisfied the time-in-grade requirements may be considered provided they meet the requirement by the date the referral for selection is issued.
- d. Minimum qualifications standards will be those prescribed or approved by OPM. If special qualifications requirements are used, they will be listed in the request for recruitment action forwarded to the OCHR and will be included in any vacancy announcement, other than in an open continuous announcement.
- e. Applicants shall be evaluated according to their skills to determine which applicants are qualified for the position and a promotion certificate issued. Candidates will be listed in alphabetical order on the certificate of eligible.
- f. Management retains the right to conduct interviews.
- g. Except to the extent a candidate is entitled to preference as a military spouse, selecting officials entitled to select any candidate listed on the certificate or to non-select all candidates. If the selecting official non-selects all candidates, the selecting official can continue to recruit from another authorized source.
- h. Applicants may electronically track the status of their resume and receive all available information from OPM's electronic job application website. Employees not having computer address may contact their local HRO for assistance.

SECTION 6. Merit Staffing Procedures for NAF employees

- a. The servicing NAF HRO will prepare and distribute vacancy announcements, screen candidates against minimum qualification and other stated selection factors, and compile a referral list of qualified or best qualified applicants.
- b. Applications will be processed by electronic methods.
- c. Minimum qualification standards will be those contained in the position description.
- d. Applicants shall be evaluated according to their skills to determine which applicants are qualified for the position.
- e. Management retains the right to conduct interviews.
- f. Except to the extent a candidate is entitled to preference as a military spouse, selecting officials are entitled to select any candidate listed on the certificate or to non-select all candidates. If the selecting official non-selects all candidates, the selecting official can continue to recruit from another authorized source.

SECTION 7. Effective Dates of Promotion.

a. Employees selected for promotion must be promoted no later than the beginning of the second pay period after their notification except in unusual circumstances, but not later than thirty (30) days after notification.

b. If an employee is nearing the end of a waiting period for a within-grade increase, consideration should be given to effecting a promotion at the beginning of a pay period on or after the effective date of the within-grade increase if such action benefits the employee, and would not delay the promotion for more than thirty (30) days.

SECTION 8. Information Available to Employees. Applicants will be given access to any document which has been used in considering the employee for promotion. Applicants are not entitled to see the records of other applicants except as authorized by law or regulation.

ARTICLE 29A: APF REDUCTION IN FORCE (RIF)

SECTION 1. This article applies to APF employees. All RIF actions will be carried out in compliance with applicable laws, regulations and this CMLA.

SECTION 2. Whenever an Activity has determined to initiate a RIF, takes any action which results in a RIF, or undertakes a reorganization affecting any employee(s) in the bargaining unit, it shall notify the appropriate Local Union. Such notice shall be given at least sixty (60) days in advance of the RIF unless the activity has not officially determined that far in advance to conduct a RIF. The notification shall include the approximate effective date of the RIF, the approximate number of positions that will be abolished, and the reason for the RIF. The Employer/Activity agrees to furnish the Council/Local Union, all information pertinent to the cause of any RIF or information and existing rules and regulations.

SECTION 3. The competitive area will be Activity wide at each local Activity.

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

SECTION 5. The Activity will consider placing employees in existing vacant positions within the employee's competitive area, provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF. To the extent permitted by applicable regulations, Activities may consider waiving qualification requirements in assigning employees to vacant positions, if, in the opinion of the Activity, the employee has the capacity, adaptability, and special skills required for the position and the employee meets the minimum education requirements for the position, if any.

SECTION 6. Activities shall in accordance with applicable regulations, provide affected employees with at least sixty (60) days specific advance written notice before releasing them from their competitive level.

SECTION 7. Employees who have received a specific notice of separation will be counseled concerning their rights under:

- a. The Priority Placement program (PPP);
- b. The Reemployment Priority List.

Eligible employees will be registered in these programs and will be referred, in accordance with provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an employee's right to be offered permanent employment. Furthermore, Activities shall counsel those employees who have

received a specific notice of change to lower grade of their rights under the Priority Placement Program and shall register all eligible employees in the program

SECTION 8. Activities will make a reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. Activities shall also inform employees that are being separated regarding the services of state employment agencies.

SECTION 9. Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employee shall have the right to be accompanied by a representative of the Local Union and both persons shall be afforded official time for this purpose, if otherwise in a duty status.

SECTION 10. Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

SECTION 11. Separated employees will be paid severance pay in accordance with applicable law and regulation.

SECTION 12. Any employee adversely affected by a RIF shall have the right to initiate a grievance under the negotiated grievance procedure concerning whether the action taken with respect to the employee violated the provisions of the Article, applicable law or regulation.

SECTION 13. Retention of RIF files will be maintained as required and in accordance with regulation.

ARTICLE 29B: NAF BUSINESS BASED ACTIONS (BBAS)

SECTION 1. This Article applies to NAF only.

SECTION 2. **General**

- a. BBAs allow the Employer to make necessary workforce adjustments to streamline operations and improve efficiencies in NAFIs. A BBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. BBAs may also be used when there is a lack of funding, transfer of function, dissolution of a NAFI, privatization of a function, or closures due to construction or renovations. BBAs are conducted in accordance with regulations.
- b. BBAs are not used to address an employee's performance or conduct deficiencies.
- c. Employees are affected by a BBA only if identified after an objective ranking against other employees in the same employment category and group of affected positions.
- d. Thoughtful and careful BBA planning is important not only to ensure policy compliance but also to help minimize the adverse effect of workforce restructuring. BBAs that result in the reduction of employees' working hours from full-time to part-time, or in a change in employment category from Regular to Flexible, could affect employees' eligibility for benefits such as annual and sick leave, insurance coverage, and retirement benefits.

SECTION 3. **Coverage**

- a. Regular category employees who have completed a probationary period. This includes regular category employees serving in a supervisory or managerial probationary period, provided they completed a qualifying probationary period before the supervisory or managerial assignment.
- b. Flexible category employees who have been on the rolls of the NAFI conducting the BBA for at least three (3) continuous years. Flexible category employees are not covered by BBA furlough procedures.

SECTION 4. **Excluded from BBA process.** The following employees shall be affected in the following order before any BBAs.

- a. Regular category employees currently serving an initial probationary period.
- b. Employees with less than satisfactory performance ratings.

- c. Flexible category employees who have been on the rolls of the NAFI conducting the BBA for less than three (3) continuous years. A change in Flexible category employee work schedules is not covered by BBA procedures.
- d. Employees in not-to-exceed (NTE) positions.

SECTION 5. Types of BBAs

- a. Reduction in Rate of Pay. Such actions could result from reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in other organizations or the local labor market.
- b. Furlough of a Regular Category, Non-Probationary Employee. Furlough occurs when an organization must reduce costs as a result of downsizing, lack of funding, diminished work, or change in revenues. This may be due to closure of activities because of renovations, constructions, or a government shutdown due to lack of funding appropriation. Furloughed employees are placed in a non-duty, leave-without-pay status for the furlough period. Furloughs may be implemented on the basis of consecutive days, 30 calendar days or less, or on an intermittent basis, such as 1 or 2 days a week or in a pay period. An employee may be placed on an extended furlough, which is in excess of 30 calendar days, only when the DOD Component plans to recall the employee to his or her position within 1 year. A furlough may not exceed 1 year.
- c. Change to lower Grade or Pay Band Level. This reduction could result from a restructure due to technology implementation, change in position responsibilities, or change in business scope.
- d. Change from Regular Category to Flexible Employment Category. A change from the Regular employment category to the Flexible employment category could result from such business needs as reorganization, realignment of workload, change in workload, or change in revenues.
- e. Change from a Regular Full-Time Work Schedule to a Regular Part-Time Work Schedule. This reduction in the number of regularly scheduled hours results in an employee in the Regular employment category being changed from a full-time status to a part-time status. It could result from such business needs as reorganization, change in hours of operation, realignment of workload, or change in revenue.
- f. Separation. This results in removal from the rolls of the employing NAFI.

SECTION 6. BBA Consideration Factors. Before implementing BBAs, consideration may be given to other initiatives including:

- a. A hiring freeze;

- b. Freezing promotion actions;
- c. Reassignment to vacant positions in other business units;
- d. Limiting conversions of Flexible category employees to Regular category status;
- e. Separating Flexible or Regular category employees during probationary period;
- f. Providing retirement incentives, if approved by HQMC (MR), to encourage voluntary retirement;
- g. Reducing employees' work hours at their request;
- h. Reducing Flexible category employees' hours; and,
- i. Reducing hours of operation during non-peak periods.

SECTION 7. Planning a BBA. The head of the respective NAFI (or designee) will effect BBAs as follows:

- a. Determining the Competitive Area (CA); A CA may be an entire NAFI, business unit, functional level, or activity.
- b. Identify the competitive level subject to the BBA. A competitive level shall consist of positions with the same title, occupational series, grade/band, employment category (full-time, part-time, and flexible).
- c. The primary criterion in the BBA ranking process shall be seniority, which is defined as a NAF employee's length of creditable service. Performance criteria shall be the secondary criterion for a BBA.
- d. Identify employees in the CA who are serving or returning from uniformed service and who must be accorded retention protection in accordance with 5 CFR 353;
- e. Identify those employees in the CA who are away from work receiving workers' compensation benefits;
- f. Ensure performance ratings are current The most recent rating must be at least 30 days old at the time the official BBA notice is issued;
- g. Ensure that employee's seniority date is correct.

SECTION 8. Determining Creditable Service for BBA Purposes. This includes:

- a. All DOD NAF service as a regular category employee in one or more DOD NAFIs.

- b. Permanent DOD civil service employment of an employee who moved between a DOD civil service and a DOD NAF position on or after January 1, 1966 without a break-in-service of more than 3 days.
- c. DOD NAF service as a flexible category employee, providing the service was over at least 3 continuous years in the NAFI implementing the BBA.

SECTION 9. Advance BBA Notice.

a. The minimum advance notice periods differ between Regular and Flexible category employees and whether the BBA is separation or not. Advance notice will be in writing. Minimum advance notice periods are:

- 1. Regular category employees -- Non-Separation: 15 days; Separation: 30 days.
- 2. Flexible (at least 3 years on the rolls) -- Non-Separation: 15 days; Separation: 30 days.

b. When emergency conditions occur (e.g. breakdown of equipment or other situations requiring suspension of operations, government shutdown due to lack or loss of funding, or an unanticipated reduction in business such as a occurs with a sudden deployment of troops), no advance notice is required. However, NAFIs must make every effort to provide a minimum of 24 hours advance notice. If advance notice of the action is not possible, NAFIs will provide written notice as soon as possible after the action.

SECTION 10. Notice to the Union. Initial notification will be provided to the Union not less than forty-five (45) days prior to a possible BBA becoming effective in cases of BBAs resulting in separation and thirty (30) days for all other types of BBAs. Such notification will include:

- a. Type and reason for the BBA;
- b. Numbers, titles, grades and occupational series and employment category of employees involved;
- c. Anticipated effective date of the action;
- d. List of adjusted creditable computation date of affected employees, if applicable;
- e. Severance pay, if applicable and in accordance with applicable regulations.

SECTION 11. Notice to the Employee. The notice must contain:

- a. Employee's position title, series, grade or payband level, and rate of pay.
- b. Description of the BBA and the reason for the action.

- c. Statement that the action taken is non-disciplinary.
- d. Advice on severance pay entitlement , if applicable.
- e. Advice on loss of benefits, if applicable.
- f. Information on claiming unemployment compensation, if applicable.
- g. An explanation of the employee's right to grieve, including how, where, and to whom to send the grievance and the applicable time limits.
- h. Additional information required if the action is separation:
 - 1. Statement that the action does not preclude reemployment.
 - 2. Information on the placement assistance available through a reemployment priority list.
 - 3. Information regarding hiring preference for certain contractor jobs, if applicable.
 - 4. Information about civilian assistance benefits and eligibility, if applicable.
 - 5. Information on eligibility for Civil Service positions for 1 year from date of separation, in accordance with the terms of the DOD/OPM Interchange Agreement.

SECTION 12. Reemployment Priority List (RPL) shall be created by each NAF HR office and jointly used by NAF HR offices in the commuting area, as defined by regulation.

SECTION 13. BBA File. Subject to the provisions of the Privacy Act, the BBA file will be made available for review upon request only by an affected employee or by those whose official duties require access. BBA files will be retained and maintained as required by, and in accordance with, regulation.

SECTION 14. BBA Grievance Procedures.

- a. **General.** Affected employees have a right to grieve a business based action in accordance with the negotiated agreement if they believe BBA regulations and procedures were not properly applied. Management decisions regarding the budget, workload, organization and mission are reserved management rights and are not grievable.
- b. **Representation.** An employee may be accompanied, represented, and advised by a representative of his or her own choosing. The employee must designate his or her representative in writing and provide the designation to the first stage deciding official. The representative's service must not result in a conflict of interest as determined by the

installation commander. All costs for the representative will be borne by the grieving employee.

c. Use of Official Time. The employee, and his or her designated representative, may use reasonable amounts of official time to prepare and present grievances. The scheduling of the use of official time is subject to supervisory determination, taking into account mission requirements.

ARTICLE 30: CIVILIAN EMPLOYEE ASSISTANCE PROGRAMS

SECTION 1. The Employee Assistance Program (EAP) is a voluntary, confidential program that helps employees work through various life challenges that may adversely affect job performance, health, and personal well-being to optimize an organization's success. Services include assessments, counseling, and referrals for additional services to employees with personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance use disorders. EAP also often work with management and supervisors providing advanced planning for situations, such as organizational changes, legal considerations, emergency planning, and response to unique traumatic events. Employees are encouraged to use the Employee Assistance Program.

SECTION 2. Employees can access services 24/7 through the web (<https://magellanascend.com>) or by phone (1-844-DONCEAP).

ARTICLE 31: DRUG-FREE WORKPLACE PROGRAM

SECTION 1. General. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). The parties recognize that the Employer's principal mission is to protect the national defense. Accomplishment of this mission requires the highest standards of employee competence, reliability, and integrity. Illegal use or possession of drugs by employees, on or off duty is inconsistent with accomplishing the Employer's mission. Such conduct constitutes a hazard to personnel, property, and operations; contributes to reduced employee productivity, reliability, and increases employee absenteeism; and undermines the morale and discipline of the work force. Deterrence of illegal drug use, and detection of employees who illegally use drugs, is, therefore, in furtherance of the Employer's national defense mission. Accordingly, the Employer has established a Drug Free Workplace Program (DFWP) policy in furtherance of its national defense mission.

- a. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment. Persons who illegally possess or use drugs, on or off duty do not promote the efficiency of the service and are not suitable for employment. Employees are required to comply with the DFWP and violation of that program, use or possession of illegal drugs and any refusal to be tested will subject the employee to disciplinary action, up to and including possible removal from the service, even for a first offense.
- b. It is agreed that drug abuse, or addiction may not be used as an excuse for misconduct or less than fully satisfactory work performance.

SECTION 2. Employees Subject to Testing. The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

- a. Random drug testing of employees in Testing Designated Positions (TDPs) and other employees who volunteer to be included in the random testing program.
- b. Drug testing of any employee when:
 1. There is a reasonable suspicion that the employee may be using drugs illegally.
 2. The test is authorized as part of an investigation of an accident or unsafe practice and there is a reasonable basis to believe that the employee's actions may have contributed to the incident.
 3. The test is conducted as part of or follow-up to rehabilitation or counseling program under the CEAP (APF employees); or EAP (NAF employees).
- c. Testing of applicants for appointment (including reassignment, transfer, or detail for more than one hundred-twenty (120 days)) in a TDP.

d. All employees required to take a drug test at the direction of the Employer will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time or be released.

SECTION 3. Random Selection for Testing. The Employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing.

a. TDPs. The Employer agrees that designation of a position as a TDP will be in accordance with applicable law and regulation.

1. An employee occupying a TDP will receive written notice or notation on their Position Description that his or her position has been determined to meet the criteria and justification for random drug testing at least thirty (30) days before the individual is subject to unannounced random testing.

2. Any bargaining unit employees selected for random testing will be selected on the basis of neutral criteria.

b. Volunteers. Any bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the command Drug Program Coordinator (DPC) in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs.

SECTION 4. Specific Notification of Test. Reasonably in advance of the initial random test and in conformance with applicable regulations, employees selected for drug testing will be informed of the following:

a. The reasons for ordering the drug testing and how the employee was selected for the test (e.g., random, reasonable suspicion, investigation or an accident, etc.).

b. The possible future consequences of a positive result and the possible future consequences of a refusal to cooperate, including possible discipline and/or adverse action(s).

c. The right to grieve actions pursuant to the drug testing program under the negotiated grievance procedure and be represented by the union in those proceedings.

SECTION 5. Methods and Procedures for Testing. The parties agree that methods and equipment used to test for illegal drug usage will conform generally to the DHHS mandatory guidelines.

SECTION 6. Collection Procedures. The Employer agrees that collection procedures will be performed in accordance with applicable law and regulation.

- a. Upon direction by management, designated employees will report to the designated location to be tested.
- b. Unless direct observation collection is authorized by regulations, employees subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the employee is not observed while providing the sample.
- c. All samples collected will be subject to a strict chain of custody.

SECTION 7. Safe Harbor. The Employer agrees to provide an opportunity for assistance to those employees who voluntarily seek treatment for illegal drug use. This shall be known as "Safe Harbor." "Safe Harbor" insulates the employee from discipline only for self-confessed and admitted acts of using illegal drugs which are made prior to any announcement of a random test of the employee. An employee will qualify for the "Safe Harbor" provision only if he or she meets all of the conditions set forth in current DON policy. However, under no circumstances shall an employee be granted Safe Harbor status if the employee has not officially requested Safe Harbor prior to a random or scheduled test. Arbitrators shall be without authority to extend the Safe Harbor provisions to any employee who does not qualify for it under this Section.

SECTION 8. CEAP/EAP Referral.

- a. Employees who receive a first confirmed positive test result, or who voluntarily admit illegal drug use under Section 7, will be referred to the CEAP/EAP consistent with applicable laws and regulations. However, such referral shall not be construed as a precondition or Safe Harbor to imposition of discipline and/or adverse action on the employee for use or possession of illegal drugs. Referrals to CEAP/EAP are separate and apart from the employee disciplinary process for all purposes.
- b. When it appears CEAP/EAP referral is appropriate, the Local Union will encourage the employee to respond positively to the referral.
- c. Because of its special relationship with bargaining unit members, the Local Union will guide, support, represent, and otherwise influence an employee to affect the most positive outcome possible.

SECTION 9. Confidentiality and Safeguarding of Information.

- a. Records, files, and information pertaining to employee drug tests and test results will be handled confidentially in accordance with applicable laws and regulations.
- b. Information will be released only to those officials of the Employer that have a need to know, and are authorized by applicable law or regulation to receive such information.
- c. Regardless of the test results, any employee who is the subject of a drug test will, upon written request to the DPC, have access to any records relating to his or her drug test.

SECTION 10. Local Union Representation.

- a. An employee who believes his or her position was improperly designated a TDP under applicable laws, rules and regulations may grieve the matter under the negotiated grievance procedure. Filing a grievance of the TDP determination will not exempt the employee from random testing, will not exempt the employee from disciplinary and/or adverse action and will not be considered in the penalty determination following a disciplinary and/or adverse action.

- b. A grievance concerning an alleged impropriety in the drug testing process will be handled by the parties in the same manner as any other grievance. Filing a grievance of an alleged impropriety in the drug testing process will not exempt the employee from random testing, will not exempt the employee from disciplinary and/or adverse action and will not be considered in the penalty determination following a disciplinary and/or adverse action.

- c. The Local Union will be provided, upon request, with information concerning the general drug testing process and the chain of custody of the sample(s) consistent with applicable law, rules and regulations.

ARTICLE 32: OFFICIAL TRAVEL

SECTION 1. The Employer and the Council recognize that employees may be required to travel from their official duty station on official government business. Travel will be administered, and employees will be compensated, for such travel expenses in accordance with the Joint Travel Regulations.

ARTICLE 33: ALTERNATIVE WORK SCHEDULES (AWS)

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA).

SECTION 2. Management may establish permanent or temporary AWS schedules for employees at their discretion. All forms of approved alternative work schedules may be used and are subject to the needs of the Employer in meeting mission in accordance with applicable regulations.

SECTION 3. Temporary suspension of, or change to, flexible/compressed work schedules.

- a. When the activity is adversely impacted by either a reduction in productivity, diminished level of services, or an increase in the cost to activity operations, any form of alternative work schedule may be temporarily suspended or changed. This temporary change may impact a position, a work unit, or an organization.
- b. Circumstances that may warrant such a change include, but are not limited to: a bona fide emergency, elevated threat conditions, hazardous weather conditions, and periods of unusually high workload when the presence of all employees in an organizational unit is needed to accomplish the mission; established or fluctuating seasonal peaks; or, when otherwise required to accomplish the mission.
- c. Supervisor will provide as much advance notice as possible to employees and the Union if such a change is required. This notice will include the justification for the temporary suspension or change.
- d. An employee may request an exception to a change in alternative work schedule for valid, serious personal hardship that would be created by changing to another schedule temporarily. Supervisors have the authority to approve or disapprove such requests without further review.
- e. After the situation is resolved, employees on Alternative Work Schedules will return to their normal AWS at the beginning of the next pay period, if administratively possible.

ARTICLE 34: TELEWORK

SECTION 1. Telework policy will be locally negotiated.

ARTICLE 35: UNFAIR LABOR PRACTICES (ULP)

SECTION 1. The parties recognize there is a statutory right to file an alleged Unfair Labor Practice (ULP) charge with the Federal Labor Relations Authority (the Authority or FLRA). The parties support informal resolution of any alleged ULP charge before filing of such charge with the Authority. To that end, Local Unions and Activities use the following procedures to attempt to reach an informal resolution:

- a. Either party shall notify the other in writing (through email, in person, or by FAX), using the appropriate FLRA form, of its intent to file at least ten (10) days prior to formal submission to the Authority. The Council will notify the Associate Director, Labor and Employee Relations (MPC-40) or designee of the intent to file; the local union will notify the servicing Human Resources Director or designee. The Employer will notify the AFGE Council 240 President, or designee, of the intent to file.
- b. During the ten (10) day period, the parties shall make good faith efforts to resolve the issues. If the alleged ULP is not resolved by the 11th day, the filing party is free to submit the charge for adjudication by the FLRA.
- c. Once the ULP charge is filed, the parties are still encouraged to work toward resolution.

ARTICLE 36: CHILD CARE SERVICES

SECTION 1. This article applies to employees covered under the CMLA as described by the FLRA.

SECTION 2. Bargaining unit employees may be authorized use of existing childcare facilities on the installation. Childcare facilities will be operated in accordance with applicable regulations.

SECTION 3. The Parties agree that childcare facilities give priority to military personnel and use of childcare facilities is subject to space availability.

SECTION 4. The Parties agree that fees charged will be determined and published in accordance with all applicable laws and regulations.

SECTION 5. Nothing in this article shall be construed to require the building of childcare facilities or the creation of a childcare program.

SECTION 6. All other provisions relating to the use of childcare facilities may be the subject of local negotiations.

ARTICLE 37: TIPS, SERVICE CHARGES, AND COMMISSIONS

SECTION 1. This applies to NAF employees only.

SECTION 2. NAF employees may accept tips who work in positions where tips are offered and allowed by the Employer in accordance with applicable laws and regulations. Tips are property of the employee.

SECTION 3. Service charges are funds that belong to the Employer. Allocation of service charges between the employee and the Employer may be locally negotiated.

SECTION 4. All matters involving tips and service charges not otherwise provided for in this Agreement may be negotiated at the local level.

SECTION 5. Commission rates, where applicable, may be locally negotiated.

ARTICLE 38: FLEXIBLE EMPLOYEES

SECTION 1. Termination of flexible employees for disciplinary reasons will be supported by proper evidence. Termination of a flexible employee is not subject to the grievance procedure; but the termination may be reviewed by the NAFI head, or designee, if requested in writing by the employee within ten (10) days of the effective date of termination.

SECTION 2. Flexible employees that work an average of 30 hours or more a week for twelve (12) consecutive months will be converted to regular part time.

- a. The Employer must review all flexible employee's hours. In October the employee's hours for the prior twelve (12) month period will be reviewed to determine if they have averaged thirty (30) hours or more a week.
- b. In addition, a review of payroll records will be conducted on the employee's current employment anniversary date. The effective date of conversion shall be the beginning of the first full pay period following the employee's current employment anniversary date.
- c. An employee's average hours should not arbitrarily be reduced to avoid automatic conversion to regular part time.

ARTICLE 39: NAF PAY BAND EMPLOYEES

SECTION 1. Pay for NAF Pay Band employees will be locally negotiated. Any agreement reached must take into account pay setting laws, rules and regulations for NAF pay band employees.

ARTICLE 40: WAGE SURVEYS

SECTION 1. The union has the right to participate in local wage surveys as provided for in OPM APF/OPM NAF Federal Wage System Operating Manual.

SECTION 2. The union may present recommendations for consideration by the Local Wage Survey Committee concerning the areas, industries, establishments, and jobs to be covered in the wage surveys.

SECTION 3. Any union representative or employee appointed as a Data Collector during the wage survey process will attend mandatory data collection training.

ARTICLE 41: OUTSOURCING

SECTION 1. Notification and Participation. The Union will be notified in writing when a contracting out study is under way immediately upon the initiation of a cost comparison study affecting conditions of employment of bargaining unit employees.

SECTION 2. Compliance with Law. The Employer will abide by all applicable laws, rules, regulations and circulars concerning contracting out.

ARTICLE 42: HEALTH AND WELLNESS PROGRAM

SECTION 1. Physical fitness programs may be locally negotiated.

ARTICLE 43: DURATION

SECTION 1. This article applies to employees covered under the CMLA as described by the Federal Labor Relations Authority (FLRA). This Agreement shall remain in effect for a period of four (4) years. Thereafter, this Agreement shall only be in effect upon mutual agreement of the parties, for a period not to exceed one (1) additional year, which requires DOD review. Before the one (1) year period expires, either party may notify the other party of their intent to negotiate a new CMLA. This must be done at least one hundred twenty (120) days prior to the end of the one (1) year extension period.

SECTION 2. During the term of this CMLA, this CMLA may be opened for modification provided that any such reopening request is submitted in writing, along with the new language being proposed. The Employer and the Council must consent to opening the CMLA for the purpose requested. Issues not presented in the original request to reopen the CMLA shall not be considered. The current terms of the CMLA remain in effect until there is a MOU between the parties on the proposed change(s).

APPENDIX A: OFFICIAL TIME REPORT FOR UNION OFFICIALS NOT ON 100% OFFICIAL TIME

INSTRUCTIONS FOR SUPERVISORS			
Complete this form to document use of Official Time by a union representative. Category hours as identified in Section C should be recorded accurately in time keeping system. Use of official time is covered under the Consolidated Master Labor Agreement (CMLA). Procedures for requesting, granting, and denying official time are addressed in Article 7 of the CMLA. Representational activity not covered by law or the CMLA shall be performed by the representative during non-duty hours.			
SECTION A			
UNION REPRESENTATIVE NAME:		# HOURS REQUESTED:	OFFICE/SHOP:
DESTINATION:			
SECTION B			
CATEGORY	PURPOSE (CHECK ALL THAT APPLY)		
BA	TERM NEGOTIATIONS – Official time used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor		
BB	MID-TERM NEGOTIATIONS – Official time used to bargain over issues during the life of a term agreement, e.g., local level negotiations		
BD	GENERAL LABOR-MANAGEMENT RELATIONS – Official time used for meetings between labor and management officials to discuss general conditions of employment; labor management committee meetings; labor relations training for union representatives; and, union participation in formal meetings and investigative interviews		
BK	DISPUTE RESOLUTION – Official time used to process grievances up to an including arbitration and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA, and EEOC and, as necessary, the courts.		
SECTION C			
REPRESENTATIVE SIGNATURE:			DATE
SUPERVISOR ACTION ON REQUEST		APPROVE	DISAPPROVE
REASON FOR DISAPPROVAL:			
SUPERVISOR SIGNATURE:			DATE:
TL # HOURS	DEPARTURE TIME:		DISTRIBUTION: 1 – Union Representative 1 – HRO/LER Branch 1 – Time & Attendance Management System
APPROVED:	RETURN TIME:		
CATEGORY			
BA			
BB			
BD			
BK			

APPENDIX B: EXAMPLE OF DESIGNATION OF REPRESENTATIVE FORM

DESIGNATION OF REPRESENTATIVE

By my signature below, I designate _____ to serve as my representative in the following matter:

This authorization will remain in effect until I cancel it in writing.

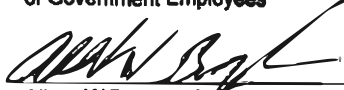
Signature

Date

EXECUTION/SIGNATURES AND APPROVAL

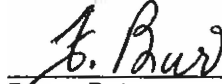
In witness to the fact the foregoing Agreement has been executed by the United States Marine Corps and the American Federation of Government Employees, the Chief Spokespersons for the Parties hereby sign it on December 20, 2021, to become effective the date the agreement is approved by the Secretary of Defense.

For the American Federation
of Government Employees



Albert W Burgess Jr.
President, AFGE Council 240
Chief Spokesperson

For the Marine Corps



Frances Burt
Associate Director, Labor and Employee Relations
Chief Spokesperson

This Agreement was approved by the Secretary of Defense
on 19 January 2022 and becomes effective on that date.



AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO