



**NEGOTIATED
AGREEMENT
BETWEEN
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
(NATCA)
AFL-CIO
AND
MARINE CORPS AIR STATION
CHERRY POINT, NORTH CAROLINA**

Date: _____

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PREAMBLE

It is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII, P.L. 95-454, establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Marine Corps Air Station, Cherry Point, North Carolina.

Employees covered by this Agreement shall have the full protection of all rights to which they are entitled by the Constitution of the United States.

Now, therefore, the Parties hereto agree as follows:

ARTICLE 1 PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the National Air Traffic Controllers Association, AFL-CIO, hereinafter referred to as the “Union,” and the Department of the Navy, United States Marine Corps, Marine Corps Air Station, Cherry Point, North Carolina, hereinafter referred to as the “Employer.”

Section 2. The Employer hereby recognizes that the Union is the Exclusive Representative of all employees in the bargaining unit as described in Section 3 below.

Section 3. The Employer hereby recognizes the Union as the Exclusive Representative of all Employees classified as GS-2152, Air Traffic Control Specialists employed at Marine Corps Air Station, Cherry Point, North Carolina, as certified by the Federal Labor Relations Authority (FLRA) on September 6, 1990 (see Appendix A of this Agreement). Excluded are all professional employees, Management Officials, supervisors, and employees, as described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Section 4. If the bargaining unit described in Section 3 is modified by the FLRA, this Agreement shall apply to the bargaining unit as modified, in accordance with applicable law, rule, and regulation.

ARTICLE 2 UNION REPRESENTATION/OFFICIAL TIME

Section 1. The Employer recognizes the local Union President’s authority for administration of this Agreement, and for dealing with the Employer on issues and concerns affecting bargaining unit employees (BUEs), grievances, and other appropriate matters.

Section 2. The local Union President may designate a minimum of one (1) designee to meet/deal with the Air Traffic Control Facility Officer (ATCFO), and/or their designee. Unless otherwise designated by the Union, the local Union President, and/or their designee, are the only Union representatives authorized to bind the Union to any agreements and/or settlements made between the Parties. The local Union President will designate from among the BUEs one (1) Union representative for each Air Traffic Control (ATC) crew. The Union representatives specified in this Section are the only individuals authorized to serve as BUE representatives in dealings with Management Officials.

Section 3. When conducting mutually agreed upon meetings to discuss Union-related business with the Employer, the Union representative, if they desire, may be accompanied by one (1) other Union representative. If other Management Officials and/or agents are present, the Union shall be afforded additional representatives in equal numbers. All Union representatives shall be on official time, in accordance with 5 U.S.C. § 7131.

Section 4. The Employer agrees to meet with National- and Regional-level officials, or their designees, at mutually agreeable times and places.

Section 5. As specifically provided under 5 U.S.C. § 7114(a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Employer and one (1) or more BUEs or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 6. The Employer agrees to authorize Union representatives a reasonable amount of official time to prepare for meetings with Management Officials, and to perform the duties of their office. Meetings with the Employer, formal or informal, shall be on official time.

Section 7. Any Union representative, upon their request, will be allowed access for representational purposes (consistent with security requirements) to any facility leased, owned, or otherwise occupied by the Employer where BUEs are located.

Section 8. Unless prohibited by operational requirements, each calendar year, the Union will be granted up to a total of one hundred twenty-eight (128) hours of official time for use by the Union to attend annual Union conferences, conventions, Union representative courses, and/or to receive information, briefings, or orientation by the Union, Employer, or other appropriate agencies relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union will provide the Employer with an agenda of topics to which the BUEs will be attending. With mutual agreement, these time limits may be extended. Individual BUEs may be allowed to take Annual Leave and/or Leave Without Pay (LWOP) to attend these events.

Section 9. A Union representative shall be allowed up to one (1) hour for private orientation of new BUEs. During the orientation briefing, it is understood that the Union representative may not perform internal business of the labor organization, as prohibited by 5 U.S.C. § 7131(b).

Section 10. The Employer recognizes the right of Union representatives to express the views of the Union, without fear of harassment, intimidation, or reprisal, provided those views are identified as Union views. This does not preclude the exercise of any management right in accordance with 5 U.S.C. § 7106.

Section 11. Unless operational requirements exist, the Employer may allow up to one (1) BUE at any time to serve within National and Regional Union official positions. Upon request of the Union, the BUE will be granted LWOP concurrent and consistent with elected terms of office or appointment. Each request by the Union for a BUE to fill this capacity shall be for a specified period and shall be certified by the National Office of the Union. A BUE on LWOP shall be entitled to all benefits provided by law, rule, or regulation. Upon request, BUEs will be returned to their duty station.

Section 12. The ATCFO, or their designee, shall notify the local Union President, or their designee, as soon as practical whenever a BUE is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

ARTICLE 3 UNION INFORMATION AND USE OF EMPLOYER'S FACILITIES

Section 1. The Employer will provide the Union a separate bulletin board for the posting of Union materials. The bulletin board shall have a surface area of at least fifteen (15) square feet with a locking glass cover. The placement of the bulletin board shall be mutually agreeable to the Parties.

Section 2. The Union will be permitted to distribute materials to BUEs in non-work areas during non-duty times.

Section 3. The local Union President, and/or their designee, may be given reasonable access to base, local, DSN, telephone lines, copy machines, fax machines, and audio-visual equipment for the purpose of conducting official labor relations business. This Section shall not be used to conduct internal Union business. Unless determined to be official business by the Employer, the Union will be responsible for reimbursement of all long-distance telephone calls made on government lines.

Section 4. The Employer will provide suitable shelf space to the Union for use as a library for Union-acquired publications.

Section 5. The Employer will provide to the Union secure office space protected from the elements, two (2) phone lines, two (2) phones, and excess office/furniture equipment. The Union may utilize one (1) of these phone lines for Internet services; however, the Union shall pay any associated fees with this service and will comply with applicable regulations associated with Internet usage. Such space shall be an office that will provide meeting space that protects the confidentiality of any discussion. Upon the Union's request, the Parties will meet and negotiate upgrades to the Union's office space and equipment.

Section 6. The Employer will approve the Union's use of facility space, if available, at no cost to the Union for periodic meetings with BUEs. BUEs in a non-duty status shall be allowed to attend these Union meetings.

Section 7. The Union will be permitted to place Union reading binders adjacent to the Employer's general information binders. The binders shall be clearly identified as Union materials. Binders shall be provided by the Employer.

Section 8. If available, Union representatives may use the Employer's electronic mail to communicate with the Employer and the Union, and may access the Employer's Intranet and related links to the Internet to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable Employer directives and policies.

Section 9. The Employer will provide a break room for use by BUEs. Upon the request of the Union, the Parties will meet and negotiate break room issues.

Section 10. The Employer agrees to provide BUEs access to vending machines. Any changes to the above items shall be negotiated in accordance with Article 7 of this Agreement.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Each BUE has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each BUE shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that BUEs are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

Section 2. BUEs shall not be subjected to prohibited personnel practices as defined in 5 U.S.C. § 2302.

Section 3. A BUE's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the BUE's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 4. The Employer will handle debt complaint matters in accordance with the Debt Collection Improvement Act of 1996. The Employer will not assist a creditor or process server in any manner, except as required by law, rule, or regulation. No BUE shall have disciplinary action taken against them because of an occasional debt complaint, unless it is established that

the BUE's non-payment of a just debt has or will have a harmful effect on the performance of their duties or the ability of the Employer to perform its assigned mission.

Section 5. BUE participation in charitable drives and U.S. Savings Bond campaigns shall be in accordance with 5 C.F.R. Part 950, Subpart A and is voluntary. The Employer will not schedule mandatory briefings/meetings to discuss charitable drives or U.S. Savings Bond participation. Solicitations may be made, but no pressure shall be brought to bear on BUEs to make monetary contributions to such programs. Any and all postings of flyers, bulletins, posters, etc. concerning those matters covered by 5 C.F.R. Part 950, Subpart D shall be concurrent with the time period defined therein. The quantity of postings and placement of such material shall be reasonable.

Section 6. The Employer's nepotism policies shall be uniformly administered throughout the bargaining unit.

Section 7. The Employer shall not take or fail to take any personnel action with respect to any BUE as reprisal for the exercise of any appeal right granted by law, rule, regulation, or the terms of this Agreement. This does not preclude the exercise of any Employer right under 5 U.S.C. § 7106 or Article 5 of this Agreement.

Section 8. BUEs shall have access to the Air Traffic Control Facility (ATCF) after prior coordination with and concurrence of the Facility Supervisor/Watch Supervisor. BUEs may have access to any of the Employer's facilities after prior coordination with the management of the facility to be visited.

Section 9. Without Facility Supervisor/Watch Supervisor approval, radios, television sets, computers, and other electronic devices will not be permitted in designated work areas within the facility. The designated work areas are the Radar Room, the Tower Cab, and the ATCF classroom. Pagers/cellular phones will be allowed within work areas so long as their use does not interfere with the safe and efficient air traffic operation. Pagers/cellular phones must remain set on a non-audible position.

Section 10. In the performance of their official duties, or when acting within the scope of their employment, the BUE is entitled to all protections under law including, but not limited to, the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the BUE.

Section 11. BUEs may make claims for damage to or loss of personal property resulting from incidents occurring on MCAS Cherry Point in accordance with 5 C.F.R. Part 180. The Employer shall furnish the required forms and assist the BUE in the proper filing of their claim.

Section 12. BUEs shall be allowed to register an unlimited number of privately owned vehicles aboard MCAS Cherry Point in accordance with applicable Air Station Orders. BUEs shall be in a duty status, if otherwise in a duty status, while registering vehicles.

**ARTICLE 5
EMPLOYER RIGHTS**

Section 1. Except as provided for in Section 2 of this Article, nothing shall affect the authority of any Management Official of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. in accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine personnel by which Employer operations shall be conducted;

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

(a) among properly ranked and certified candidates for promotion;

(b) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which Management Officials of the Employer will observe in exercising any authority under this Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such Management Officials.

**ARTICLE 6
REPRESENTATION RIGHTS**

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary, situation, the BUE shall be so notified of the subject matter in advance and their right to be accompanied by a Union representative if they so elect.

The BUE shall be given a reasonable opportunity both to obtain Union representation and to confer confidentially with the Union representative before the beginning of the meeting.

Section 2. If, during the course of a meeting, it becomes apparent to the Employer or the BUE that discipline, or potential discipline, could arise, that meeting participant shall make this belief known, and the Employer shall stop the meeting and inform the BUE of their right to representation if they so elect, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement.

Section 3. The provisions of Sections 1 and 2 of this Article apply to meetings conducted by all Management representatives.

Section 4. The Employer recognizes the right of the Union to be represented at any formal discussion between Management and one or more BUEs or their representatives concerning any grievance, personnel policies and practices, conditions of employment, or other matters affecting working conditions of the BUEs. The Employer shall provide advance notification to the Union, and will advise the Union of the subject matter and intended agenda. The Union shall be given an opportunity to designate a representative to attend such meetings.

Section 5. Any discussions, meetings, or investigations conducted under Sections 1 and 2 of this Article will be postponed for a reasonable period of time until any designated Union representative is available.

Section 6. The provisions of this Article also govern those investigations, meetings, and discussions held through any electronic or virtual medium. Discussions in regard to this Article will not be accomplished by telephone except by mutual consent of the Employer, BUEs, and the Union.

Section 7. Representatives who are a subject of, or have a potential conflict of interest in, an investigation shall not represent a BUE in that investigation.

Section 8. A Union representative, while performing their representational duties, will not be required to disclose information obtained from a BUE who is the subject of an investigation, unless the confidentiality of the conversation with that BUE is waived by the representative, or an overriding need for the information is established.

ARTICLE 7
MID-TERM BARGAINING
CHANGES IN WORKING CONDITIONS AND/OR CONDITIONS OF EMPLOYMENT

Section 1. Matters appropriate for negotiation between the Parties are personnel policies, practices, and matters affecting working conditions and/or conditions of employment in accordance with the Federal Service Labor-Management Relations Statute.

Section 2. It is recognized that this Agreement is not all-inclusive. The fact that certain working conditions and/or conditions of employment have not been specifically covered in the Agreement does not lessen the responsibility, but rather compels either Party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

Section 3. It is agreed that all personnel policies, practices, and matters affecting working conditions and/or conditions of employment, not specifically covered by this Agreement, shall not be changed or implemented by the Employer without prior notice to, and appropriate negotiations with, the Union in accordance with the Federal Service Labor-Management Relations Statute.

Section 4. For the purpose of this Agreement, negotiation means the performance of the mutual obligation of the Parties to meet at reasonable times and to bargain in good faith to reach agreement with respect to working conditions and/or conditions of employment affecting BUEs and to execute, if requested by either Party, a written document incorporating any agreement reached.

Section 5. It is agreed that the Employer will provide the Union with advance written notice of any proposed change(s) to personnel policies, practices, procedures, and other matters concerning working conditions and/or conditions of employment. The Employer will negotiate with the Union regarding the provisions of the proposed change, in written form if requested, provided the request is made within ten (10) calendar days after notification of the change(s).

Section 6. The Union may initiate bargaining in accordance with the Federal Service Labor-Management Relations Statute on personnel policies, practices, and matters affecting working conditions and/or conditions of employment during the term of this Agreement on matters not specifically covered by this Agreement.

Section 7. Unless otherwise agreed to, the Parties will meet within fifteen (15) calendar days of a request to bargain for the purpose of reaching an agreement. All such meetings shall be at mutually agreeable times and places.

Section 8. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the matter has reached impasse, the party declaring impasse must request assistance from the Federal Mediation and Conciliation Service (FMCS) within ten (10) calendar days. If mediation does not resolve the dispute, the Parties will request assistance from the Federal Service Impasses Panel (FSIP) within ten (10) calendar days.

Section 9. In accordance with 5 U.S.C. § 7131, the Union shall be authorized an equal number of Union representatives to conduct negotiations while on official time under this Article. The Employer agrees to adjust the schedules of Union representatives to ensure participation while on official time. BUEs involved in these negotiations will be on official time, if otherwise in a duty status, for any third-party proceeding including, but not limited to, preparation and investigation.

Section 10. Unless otherwise permitted by law, the Employer shall not implement any proposed change(s) until all negotiations have been completed, including any impasse proceedings.

Section 11. Memoranda of Understanding (MOUs) between the Parties entered into after the effective date of this Agreement will be numbered consecutively with a copy provided to the Union, the ATCFO or their designee, and the Labor and Employee Relations Office, Civilian Human Resources Office-East (CHRO-E).

ARTICLE 8 PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties agree to use the provisions of this Article to the fullest extent possible before resorting to other avenues of dispute resolution.

Section 2. The Parties to this Agreement support the following technique:

a. When a complaint/problem/concern arises, the BUE, the Union, or the Employer may notify the other affected Parties within ten (10) calendar days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) calendar days of notification, which will include BUEs, the Union representative, and appropriate Management representative. The Party invoking the procedures outlined in this Article, whether the Union or the Employer, shall notify the other Party.

b. The purpose of the meeting is to allow the BUE, the Union, and the Employer to freely present, receive, and/or exchange information and their views on the situation, and to seek opportunities for problem resolution.

c. If the Parties are unable to resolve the issue under this Article, the Employer shall render a decision within ten (10) calendar days of the meeting. Once the decision has been rendered, and if appropriate, the BUE and/or the Union may proceed in accordance with Article 9. The time limits in Article 9 begin when the decision under this Article is rendered.

d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.

Section 3. This Article shall not diminish the Employer's right to discipline, where otherwise appropriate, nor shall this Article affect the rights of the Employer, the Union, or the BUE's rights under Article 9 of this Agreement.

ARTICLE 9
GRIEVANCE/ARBITRATION PROCEDURE

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

- a. By any BUE concerning any matter relating to the employment of the BUE;
- b. By the Union concerning any matter relating to the employment of any BUE; or
- c. By a BUE or either Party concerning any claimed violation, misinterpretation, or misapplication of this Agreement, any law, rule, or regulation affecting conditions of employment or the working conditions of BUEs, as provided in applicable law, rule, regulation, or this Agreement.

The Employer recognizes that BUEs are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against any BUE or Union representative for exercising rights under this Article.

Section 2. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, 5, and/or 6, it will be the exclusive procedure available to the Parties and BUEs for resolving grievances. Any BUE, group of BUEs, or either Party may file a grievance under this procedure. The Parties will cooperate to resolve grievances informally at the earliest possible time at the lowest supervisory level. The Parties, consistent with the provisions of this Article, recognize that the joint problem-solving procedures of Article 8 may be used to resolve problems through a proactive approach before resorting to formal dispute-resolution procedures.

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

- a. Any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5 U.S.C. (relating to national security matters);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction-in-grade or pay of any BUE; or
- f. The removal of probationers.

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

Section 5. In matters covered by 5 U.S.C. § 4303 (removal or reduction-in-grade for unacceptable performance) or 5 U.S.C. § 7512 (removal, suspension for more than fourteen (14) days, reduction-in-grade, reduction-in-pay, and furlough of thirty (30) days or less), an aggrieved BUE will have the option of utilizing the negotiated grievance procedure or the appellate procedures in 5 U.S.C. § 7701, but not both.

Section 6. The Parties reserve their rights to all applicable statutory appeal procedures.

Section 7. BUEs are entitled to be assisted by the Union in the presentation of grievances. Any BUE or group of BUEs covered by this procedure may present grievances without the assistance of the Exclusive Representative, provided the Exclusive Representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the BUE's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 8. In the case of grievances concerning disciplinary/adverse actions under 5 U.S.C. Chapter 75, the Union may elect to utilize the procedures of Sections 9, 11, 12, or Section 15. Grievances filed under Section 9 should be submitted beginning at Step 2, rather than Step 1. Grievances under this Section must be initiated within fifteen (15) calendar days after the effective date of the disciplinary/adverse action.

Section 9. Grievances filed by the BUE:

Step 1. An aggrieved BUE will file their grievance with a Facility Supervisor within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days from the time the BUE may have been reasonably expected to have learned of the event. The grievance will be submitted on the Parties' negotiated grievance form (Appendix B). The aggrieved BUE and their representative, if any, will be given a reasonable amount of official time to present the grievance. The Facility Supervisor will submit their decision on the negotiated grievance form to the BUE and their Union representative, if any, within fifteen (15) calendar days after acknowledging receipt of the grievance. If the BUE or the Union is not satisfied with the Step 1 answer, the BUE or the Union may elevate the grievance to Step 2.

Step 2. The grievance will be submitted on the negotiated grievance form to the Airfield Operations Officer (AIROPSO) within fifteen (15) calendar days after acknowledging receipt of the Step 1 answer. The aggrieved BUE and their representative, if any, will be given a reasonable amount of official time to present the grievance. The AIROPSO, or their designee, will submit their decision on the negotiated grievance form to the BUE and their Union representative, if any, within fifteen (15) calendar days after acknowledging receipt of the Step 2 grievance. In disciplinary/adverse action cases, the decision will be delivered personally, in writing, to the BUE and their representative, if they are on duty. Otherwise, another appropriate

method of delivery will be used wherein the delivery date to the BUE is recorded. If the BUE or Union is not satisfied with the Step 2 answer, the BUE or the Union may elevate the grievance to Step 3.

Step 3. The grievance will be submitted on the negotiated grievance form to the Commanding Officer, MCAS Cherry Point via the Labor and Employee Relations Office, CHRO-E. The grievance must be submitted within fifteen (15) calendar days after acknowledging receipt of the Step 2 answer. The Labor and Employee Relations Office, CHRO-E, shall transmit the grievance to the designated representative (Director of Manpower) for the Commanding Officer, MCAS Cherry Point. The designated representative (Director of Manpower) will submit their decision on the negotiated grievance form to the BUE and their Union Representative, if any, within fifteen (15) calendar days after acknowledging receipt of the Step 3 grievance. The Union may, within twenty (20) calendar days after acknowledging receipt of the Step 3 answer, advise the Labor and Employee Relations Office, CHRO-E on the negotiated grievance form that it desires the matter to be submitted to arbitration.

Section 10. Grievances concerning Performance Appraisal ratings may be initiated using the procedures in Section 9. If a BUE receives an appraisal of “Unacceptable,” the action taken as a result thereof, i.e., demotion or removal, may be grieved or appealed in accordance with the provisions of Section 5.

Section 11. Grievances filed by the Union or the Employer:

Step 1. In the case of any grievance that the Union may have against the Employer or that the Employer may have against the Union, the moving Party at the local or national level will submit the grievance on the negotiated grievance form to the other Party. Grievances filed by the Union must be submitted to the Commanding Officer, MCAS Cherry Point via the Labor and Employee Relations Office, CHRO-E. Grievances shall be filed within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event. The Labor and Employee Relations Office, CHRO-E, shall transmit the grievance to the designated representative (Director of Manpower) for the Commanding Officer, MCAS Cherry Point.

Step 2. The responding Party will answer the grievance to the moving Party on the negotiated grievance form within fifteen (15) calendar days after acknowledging receipt of the grievance. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it may so advise the responding Party on the negotiated grievance form within twenty (20) calendar days after acknowledging receipt of the responding Party’s answer or the date the answer was due.

Section 12. Arbitration:

a. If the Employer and the Union fail to settle any grievance arising under the negotiated grievance procedure, such dispute will, upon written notice by the Party requesting arbitration to the other Party, be referred to arbitration, unless the initiating Party chooses to withdraw the arbitration request. Upon the first arbitration request made after the effective date of this

Agreement, the Parties shall create and maintain a panel of three (3) mutually acceptable arbitrators. Either Party may unilaterally remove an arbitrator from the panel by giving a thirty (30) day written notice to the arbitrator with a copy to the other Party. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to them. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time. The Parties shall mutually select arbitrators to fill vacancies on the panel from a list of arbitrators obtained from the FMCS. Arbitrators selected for the panel must also agree to hear expedited arbitration cases as provided for in Section 15.

b. The grievant and the Union representative, if a BUE, will be given a reasonable amount of official time to prepare for the hearing. BUEs serving as Union representatives, if employed by MCAS Cherry Point, and the aggrieved BUE will be excused from duty to participate in arbitration proceedings without loss of pay or charge to leave. The Employer agrees to adjust their schedule(s) to allow them to participate in a duty status.

c. BUEs who are called as witnesses shall be in a duty status, if otherwise in a duty status, including reasonable travel time. Each Party will bear the expense of its own witnesses who are not employed by the Department of Defense (DoD). The Parties will exchange lists of potential witnesses to an arbitration hearing twenty (20) calendar days prior to the scheduled hearing. This Section will not require the payment of overtime.

d. The grievance will be heard by the arbitrator as promptly as practicable on a date, time, and site mutually agreeable to the Parties. The arbitrator will submit their decision to the Parties as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before them unless the Parties waive this requirement. In matters covered under 5 U.S.C. § 4303 and 5 U.S.C. § 7512 that have been raised under this negotiated grievance procedure, the arbitrator will be governed by 5 U.S.C. § 7701(c)(1). The decision of the arbitrator is final and binding. However, the Parties retain their rights under 5 U.S.C. §§ 7122 and 7123.

e. The expenses and reasonable compensation of the arbitrator will be borne equally by the Parties. The Parties must mutually agree to any postponement or cancellation of any scheduled arbitration hearing. If either Party desires a verbatim transcript of the hearing, that Party will bear the full transcript expense incurred, including the cost of the transcript, if any, provided to the arbitrator. In the event both Parties desire a verbatim transcript of the hearing, the Parties will share equally the cost of the transcript, if any, provided to the arbitrator.

f. The arbitrator will confine themselves to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted to them.

g. The Parties may, by mutual agreement, stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief if agreed to by the arbitrator.

Section 13. In the handling of grievances under this procedure and where law and Office of Personnel Management (OPM) regulations permit, the Union will have access to such information as is relevant and necessary to the processing of the grievance.

Section 14. Questions as to whether a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration will be submitted to the arbitrator as threshold issues for decision.

Section 15. Expedited Arbitrations:

a. If the Union elects to process disciplinary/adverse actions under this Section, rather than Section 9 or 11, it will, within twenty (20) calendar days following the final decision by the Employer to take disciplinary/adverse action, notify and advise the Labor and Employee Relations Office, CHRO-E, that it desires the matter be submitted directly to expedited arbitration. Within seven (7) calendar days after receipt of the request, an arbitrator will be selected from the panel by the Parties or by alternately striking names until one remains. An arbitrator who is unable to hear an expedited arbitration case within seven (7) calendar days of request will be deemed unavailable and the next arbitrator will be agreed upon by the Parties.

b. The arbitrator will issue a decision as soon as possible, but not later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs will be determined on a case-by-case basis. Either Parties' requests for a transcript and/or to file a post-hearing brief will not delay the time frame for the arbitrator's decision to be rendered.

Section 16. Failure of the moving Party to proceed with any of the time limits specified within this Article will render the grievance and/or arbitration void or settled on the basis of the last decision given by the responding Party, unless an extension of time limits has been agreed upon by the Parties. Failure of the Employer to render a decision within any of the time limits specified in this procedure, or as extended by mutual agreement, will entitle the grievant to progress the grievance to the next Step without a decision.

ARTICLE 10 DISCIPLINARY/ADVERSE ACTIONS

Section 1. For the purposes of this Agreement, a disciplinary action is defined as a suspension of fourteen (14) calendar days or less or a letter of reprimand; an adverse action is defined as a removal, an indefinite suspension, a suspension of more than fourteen (14) calendar days, a reduction-in-grade or pay, or a furlough for thirty (30) calendar days or less. The removal of probationers is an exception to this Article and shall be governed by the provisions of Article 32 of this Agreement.

Section 2. When the Employer decides that corrective action is necessary, consideration should be given to the application of measures that, while not disciplinary, will instruct the offending BUE and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure.

Section 3. Any action taken against a BUE under this Article must be for such cause as will promote the efficiency of the service. Actions under 5 C.F.R. Part 752 must be supported by a preponderance of the evidence. Actions under 5 C.F.R. Part 432 must be supported by substantial evidence. Actions must be determined on the merits of each individual case.

Section 4. A BUE's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the BUE's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 5. All facts pertaining to any disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking action.

Section 6. Except for written reprimands, the following procedures will be used to take disciplinary/adverse actions:

a. The Employer shall give the BUE written notice proposing the action. The notice period shall be at least ten (10) calendar days for disciplinary actions and at least thirty (30) calendar days for adverse actions unless there is reasonable cause to believe the BUE has committed a crime for which a sentence of imprisonment may be imposed. The notice must state the specific reason(s) for the action.

b. The BUE has the opportunity to reply to the notice orally and/or in writing within ten (10) calendar days from the date the BUE receives notice proposing the action.

c. The BUE's representative may participate in the BUE's oral reply.

d. The Employer shall consider the BUE's reply, and then give the BUE a written decision concerning the proposed action.

Section 7. If the Employer takes a performance-based action against a BUE in accordance with 5 U.S.C. § 4303, the provisions of 5 C.F.R. Part 432 and Section 6 of this Article shall apply.

Section 8. No advance written notice is required for the issuance of a written reprimand. The reprimand must state the specific reason(s) for the action. The BUE may present an oral or written reply within three (3) calendar days of receipt of the reprimand. The Employer will consider the BUE's reply and advise the BUE of the decision. If the reprimand is sustained, a copy of it, along with the BUE's written reply (if the BUE provided a written reply), will be placed in the BUE's Electronic Official Personnel File (e-OPF) for a period of time not to exceed one (1) year.

Section 9. A BUE against whom an adverse action is proposed that falls under the jurisdiction of the Merit Systems Protection Board (MSPB) such as removal, suspension of more than fourteen (14) days, reduction-in-grade or pay, or furlough of thirty (30) days or less, may appeal that action to the MSPB or grieve it under Article 9 of this Agreement, but not both.

Section 10. A BUE against whom a disciplinary/adverse action is proposed under this Article and their Union representative shall have the right to a copy of all of the information relied upon to support the proposal.

Section 11. The Employer's action may not be sustained if a harmful error is shown.

Section 12. A BUE and their Union representative shall be granted a reasonable amount of official time, if otherwise in a duty status, in cases involving disciplinary/adverse actions covered by this Agreement to review the material relied upon by the Employer in proposing a disciplinary/adverse action for the purpose of preparing and presenting answers to proposed actions covered under this Article.

Section 13. Letters of Caution and verbal and/or written counseling will not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided a copy was given to the BUE.

Section 14. Although not exhaustive, the Employer's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses not listed in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the Table, the BUE's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year timeframe should be used in determining freshness.

Section 15. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Employer shall consider the factors as outlined in *Douglas v. Veterans Administration*, 5 M.S.P.B. 313 (1981).

Section 16. Any notification to a BUE regarding a disciplinary/adverse action, which is not made personally, shall be accomplished by certified mail return receipt requested.

ARTICLE 11 DUES WITHOLDING

Section 1. The Employer shall deduct National Union dues (the regular periodic amounts required to maintain the BUE in good standing in the Union, excluding initiation fees, special assessments, back dues, fines, and similar items) from the pay of all BUEs in accordance with the following conditions:

a. The BUE either is a member in good standing of the Union or has signed up for membership in the Union subject to the payment of their month's dues through voluntary allotment as provided herein.

b. The BUE's salary for the payroll period involved is sufficient to cover the dues after legal and required deductions have been made.

c. The BUE has voluntarily authorized such a deduction on Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues (SF-1187), supplied by the Union.

d. Section A of SF-1187 has been completed and signed on behalf of the Union by an official authorized by the Union.

e. The completed SF-1187 is delivered to the Labor and Employee Relations Office, CHRO-E.

f. The completed SF-1187 is transmitted by the Labor and Employee Relations Office, CHRO-E to the Customer Service Representative (CSR) Office.

Section 2. The Union shall supply a SF-1187 to the BUE concerned. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of Union dues to be deducted for each payroll period.

Section 3. The amount of the Union dues to be deducted each payroll period from a BUE's salary shall remain unchanged until a notice of change in Union dues, signed by an authorized official of the Union, is received by the Defense Finance and Accounting Service (DFAS).

Section 4. Any change in the amount of a BUE's regular dues that results in a change in the amount of the allotment deduction of the BUE shall become effective with the deduction made on the first payroll period after receipt of a notice of change by the CSR Office, or at a later date if requested by the Union. Change in the amount of the allotment by reason of changes in the amount of Union dues may not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union.

Section 5. A BUE's voluntary allotment for payment of their Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

a. Loss of exclusive recognition by the Union.

b. Transfer of the BUE to an organizational segment outside the Union's recognized bargaining unit.

c. Separation of the BUE for any reason, including death or retirement.

d. Receipt by the CSR Office of a notice that the BUE has been expelled or has ceased to be a member in good standing of the Union.

Section 6. A BUE who wishes to revoke their Union dues allotment may submit a Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues (SF-1188), to the Labor and Employee Relations Office, CHRO-E for transmission to the CSR Office. When requested by the BUE, the Employer shall provide a SF-1188. A BUE may revoke their Union

dues allotment authorized on or after 10 August 2020 at any point after the first anniversary (one-year period) of the pay period the Union dues deduction began pursuant to that authorization.

Section 7. Notwithstanding the time period for dues revocation set forth in Section 6 of this Article, revocation of Union dues allotments authorized prior to 10 August 2020 shall be subject to the following additional conditions:

a. BUEs may have their dues allotment terminated effective with the first full pay period following 1 September of each calendar year provided their dues withholding allotment has been in effect for at least one (1) full calendar year and the SF-1188 is received by the CSR Office during the period from 1 August through 15 August of the calendar year the revocation is to be effective.

b. Those BUEs who do not meet the one (1) calendar year requirement may have their dues allotment revoked beginning with the first full pay period following completion of the one (1) calendar year period provided the SF-1188 is received by the CSR Office during the payroll period immediately preceding the payroll period during which the revocation is to be effective. Thereafter, terminations may be effected in accordance with the 1 September anniversary date and procedures relating thereto as covered in Subsection 7.a. above.

c. Receipt of a SF-1188 by the CSR Office during any of the periods referenced above is interpreted to mean receipt during the CSR Office's normal working days and hours and excludes nonworking hours, non-workdays, and holidays regardless of the calendar date on which they may occur.

Section 8. The Union shall promptly notify the CSR Office in writing when any member of the Union with a voluntary allotment for Union dues is expelled from the Union or for any reason ceases to be a member in good standing.

Section 9. Upon request by the Union, the Employer shall provide to the appropriate official of the Union (as designated by the Union) an alphabetical list containing the name and BUE number of each member of the Union on voluntary allotment, and the amount of the deduction made for each member. This list shall also include the total amount of all such allotment deductions that are terminated with the payroll period covered and the reason for each termination. In addition, this list shall identify any member whose salary for any reason is not sufficient to cover legal and required deductions and Union dues. The Employer shall provide this list as quickly as possible and will advise the Union of its status within three (3) calendar days after the request is received and provide updates as needed.

Section 10. Dues deductions for payment of local Union dues under the terms and conditions contained in this Agreement for the withholding of National dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in the Agreement, the local will notify the Employer's CSR Office in writing that the amount of local Union dues has changed

and will certify as to the new amount of local Union dues to be deducted each regular pay period. The local Union shall be responsible for notifying the Employer of the address where checks or electronic funds transfer (EFT) for the local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent reassignment of a BUE from the bargaining unit.

Section 11. In addition to the regular deductions authorized for National and local Union dues, the Employer shall permit BUEs to voluntarily designate two (2) additional Union Option Plans from their pay for Union-sponsored programs, provided said plans are for a lawful purpose as permitted by 5 C.F.R. Part 550.

ARTICLE 12 USE OF OFFICIAL GOVERNMENT EQUIPMENT

Section 1. The use of government telephones and computers shall be authorized in accordance with this Agreement.

Section 2. Union or BUE telephone conversations shall not be monitored by the Employer, except in accordance with applicable law, rule, and regulation which permits monitoring only for Communication Security (COMSEC) and emergency call purposes.

Section 3. If a BUE is required to be held over for official business, the Employer shall permit the BUE to notify their home via government telephone at no expense to the BUE.

Section 4. The Employer agrees to maintain a minimum of one (1) unrecorded telephone line in the Radar Branch and Tower Branch. Upon request by a BUE, the Employer shall grant BUEs access to a private area within the ATCF for the purpose of making private phone calls.

Section 5. When it is known in advance that more than two (2) persons will be on the line for any reason, all Parties to the call shall be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other Party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

Section 6. Where not prohibited by law, all telephone lines that are being recorded will be identified by the Employer and equipped with warning devices.

Section 7. When answering a call on a recorded line, the caller shall be advised that the line is recorded.

Section 8. All BUEs shall have access to the Employer's toll-free telephone number (1-800-922-USMC) to contact the Employer for official business. Should the Employer change its toll-free telephone number, the Employer shall notify BUEs of the change to the number.

Section 9. The Employer agrees to provide a computer with privacy and Internet access in a reasonable and accessible location, as determined by the Parties, that is designated for BUE use

only. BUEs shall be permitted to use this computer to complete timecards, submit leave requests, attend computer training classes, access email, access the Internet, perform Watch Supervisor duties as assigned, and for other miscellaneous uses as necessary.

Section 10. All BUEs shall receive training regarding completing timecards and submitting leave requests using the designated computer. BUEs shall be on duty time, if otherwise in a duty status, to complete timecards, submit leave requests, and attend computer training classes.

ARTICLE 13 PUBLICATIONS

Section 1. The Employer agrees to provide the Union and each BUE with electronic access to the current versions of all applicable air traffic control publications including, but not limited to, Federal Aviation Administration (FAA) Order 7110.65 (ATC Handbook), NAVAIR 00-80T-114 (NATOPS ATC Facilities Manual), MCAS Cherry Point Air Traffic Control Facility Manual, MCAS Cherry Point Airfield Operations Manual, and MCAS Cherry Point Air Traffic Control Training Guide. The provided documents shall be searchable. The Employer agrees to update these publications as applicable and to notify the Union of any updates or changes to these documents in accordance with Article 7 of this Agreement.

Section 2. The Employer agrees to provide the Union and each BUE with electronic access to the current versions of all applicable documents that relate to the personnel policies, practices, and working conditions of the BUEs. The provided documents shall be searchable. The Employer agrees to update these documents as applicable and to notify the Union of any updates or changes to these documents in accordance with Article 7 of this Agreement.

Section 3. Each BUE shall have unlimited access to a current hard copy of all Sectionals, Supplements (IFR/VFR), Charts, FAA/DoD Orders and Notices maintained by the ATC Training Office and the Flight Clearance Branch located within the Airfield Operations Department.

Section 4. Unless otherwise restricted by federal law and upon request, BUEs shall be allowed to make a copy of any and all documents that BUEs are directed or requested to sign, initial, or review.

ARTICLE 14 POSITION DESCRIPTIONS

Section 1. Each BUE covered by this Agreement shall be provided a Position Description that is consistent throughout the Activity and accurately reflects the duties of their position. If a BUE believes that their Position Description is not accurate, they may request a review by their Supervisor and, upon request, may be accompanied by a Union representative.

Section 2. Upon request of the Union, the Parties will review all bargaining unit Position Descriptions.

Section 3. All proposed changes to the Position Description of BUEs shall be forwarded to the Union, in advance, for comment. Any changes that affect conditions of employment of BUEs will be negotiated as required by law and in accordance with Article 7 of this Agreement.

Section 4. Classification Review and Appeals:

a. Any BUE dissatisfied with the classification of their position will first discuss the matter with their immediate supervisor. The BUE may elect to be represented by the Union for this discussion. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the BUE's satisfaction, the supervisor will, at the BUE and/or the Union's request, arrange for the BUE to discuss their dissatisfaction with the appropriate Human Resources staff member(s). A BUE, upon request, will have access to pertinent information directly related to the classification of their position. If the BUE believes, after discussing with the appropriate Human Resources staff member(s) that there is an error, they may file an appeal to the Employer or OPM as appropriate.

b. When a BUE notifies the Activity that they wish to file an appeal regarding job title, series, or grade, they shall be furnished, upon request, information on appeal rights and procedures in applicable regulations. A BUE may elect to be represented by the Union when appealing and when discussing appeal rights and procedures with the Human Resources Office.

c. Classification reviews and job grading appeals will be submitted and processed in accordance with applicable regulations.

d. The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

ARTICLE 15 PERFORMANCE STANDARDS AND APPRAISALS

Section 1. Performance standards will be established in accordance with OPM government-wide regulations and the Defense Performance Management and Appraisal Program instructions.

Section 2. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the Position Description. Grievance time limits shall not begin until the day after the BUE acknowledges their final performance appraisal form. Performance standards shall be applied uniformly throughout the bargaining unit.

Section 3. BUEs shall be rated by their Facility Supervisor.

Section 4. The BUE's acknowledgment, after the review of their performance appraisal, indicates that they have reviewed the completed appraisal record, and that it has been discussed with them. The BUE's acknowledgment shall not be taken to mean that they agree with all the information or that they forfeit any rights of review or appeal. During any discussions regarding performance, the BUE shall be advised, in advance, of the right to make comments. The BUE shall receive copies of any documentation and records made of these discussions. Any written BUE comments shall be appended to any documentation of a performance appraisal.

Section 5. At any time during the performance appraisal cycle that a BUE's performance is determined to be unacceptable in one (1) or more critical elements, the BUE's Facility Supervisor shall notify the BUE, in writing, of the critical element(s) for which performance is unacceptable and inform the BUE of the performance requirements or standards that must be attained in order to demonstrate acceptable performance in their position. The Facility Supervisor should also inform the BUE that unless their performance in the critical element(s) improves to and is sustained at an acceptable level, the BUE may be reduced in grade or removed. When the BUE's performance is unacceptable, the Employer shall afford the BUE a reasonable opportunity, in no case less than ninety (90) calendar days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the BUE's position.

As part of the BUE's opportunity to demonstrate acceptable performance, the Facility Supervisor shall write a plan that identifies what the BUE must do to improve their performance, and what the Employer will do to assist the BUE. The Employer shall offer assistance, which may include, but is not limited to, formal training, On-the-Job Training (OJT), counseling, and closer supervision to bring about improvement in the BUE's performance.

Every thirty (30) calendar days during the period to demonstrate acceptable performance, the Facility Supervisor shall provide the BUE with a written review identifying the BUE's progress and identifying any areas still needing improvement. Additionally, the Facility Supervisor shall include specific recommendations of methods and means of improving that the BUE may use to attain an acceptable level of performance.

Section 6. The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in BUE performance appraisals.

Section 7. A BUE's request for proficiency time shall not be considered negatively in their performance appraisal.

ARTICLE 16 RECOGNITION AND AWARDS PROGRAM

Section 1. Management is encouraged to reward and/or recognize BUEs close to the time of the actual act that warrants recognition. The awards program should be active throughout the year and not just at the end of the performance appraisal cycle. The Employer agrees that Quality Step Increases (QSIs), monetary awards, and non-monetary awards may be awarded to BUEs based on merit and performance of job duties and responsibilities. The Employer's recognition

and awards programs shall not be used to discriminate among BUEs or to show favoritism. Guidance established in 5 C.F.R. Part 451, DoD 1400.25M, and implementing instructions will be utilized as they relate to awards.

Section 2. Upon request, the Employer shall provide a detailed list and/or report of all monetary and time-off awards (TOAs) granted to BUEs to the local Union President. Additionally, upon written request from the Union, the ATCFO and/or a designee and the Union shall meet to review TOAs granted to employees.

Section 3. TOAs may be used to encourage and award superior accomplishment or other personal efforts that contribute to the quality, efficiency, or economy of government operations.

a. Nature and Relationship to Other Awards:

(1) TOAs can be used alone or in conjunction with monetary or non-monetary awards. They are not intended to replace other awards.

(2) As with other incentive awards, the Employer is required to give due weight to TOAs when rating a BUE for promotion in accordance with 5 U.S.C. § 3362, 5 C.F.R. Part 451, and other applicable government-wide regulations.

b. Eligibility. All BUEs are eligible to receive TOAs.

c. TOAs are authorized for a variety of employee contributions. The following are examples of BUE contributions that could merit a TOA; they are not intended to be exhaustive, nor should they be interpreted to limit the Employer from expanding upon identifying criteria for granting TOAs:

(1) Making a high-quality contribution involving a difficult or important project or assignment;

(2) Displaying special initiative and skill in completing an assignment or project before the deadline;

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

(4) Using initiative and creativity by suggesting or making improvements in a product, activity, program, or service; and/or

(5) Providing air traffic services as defined within current Position Descriptions that are deemed "above and beyond" normal requirements.

d. Granting TOAs:

(1) Facility Supervisors are authorized to grant TOAs without further review for periods not to exceed one (1) workday. This allows Management to provide recognition for a job well done or for an idea that benefits the government.

(2) For periods of more than one (1) workday, the decision to grant a TOA and the amount of such award shall be reviewed and approved by a supervisor at one (1) step above the official who made the initial decision unless there is no official at a higher level in the Employer.

(3) The maximum a BUE may be granted for a single contribution is forty (40) hours. The total amount of time off a BUE may be granted during any one (1) leave year is eighty (80) hours.

(4) The amount of a TOA should be proportionate to the value of the contribution being recognized. As such, the scale attached at the end of this Article shall be utilized to assure consistency of awarded time.

e. Scheduling and Use of TOAs:

(1) The scheduling and use of TOAs shall parallel the procedures established for non prime-time leave/spot leave contained within Article 17 of this Agreement. TOAs should be scheduled and used consistent with workload considerations, and to not adversely affect an employee who is in an annual leave “use or lose” situation.

(2) If a TOA is not used within one (1) year after the effective date, any unused time off is forfeited and may not be restored.

(3) A TOA does not convert to cash under any circumstances. TOA hours can only be transferred within the Department of the Navy (DON). BUEs who transfer to non-Navy agencies will forfeit any unused time-off hours. In addition, since TOA balances are not annual leave, the hours cannot be transferred to approved leave recipients under the Voluntary Leave Transfer Program (VLTP).

Section 4. A BUE’s leave and earnings statement (LES) will reflect all credited and debited TOA hours so as to allow the BUE a record of TOA availability and usage.

TIME-OFF AWARD SCALE FOR A SINGLE CONTRIBUTION

VALUE TO ORGANIZATION

NUMBER OF HOURS

Moderate

1 to 10

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

Example: Beneficial change or modification of operating principles or procedures

Substantial

11 to 20

An important contribution to the value of a product, activity, program, or service to the public

Example: Significant change or modification of operating principles or procedures

High

21 to 30

A highly significant contribution to the value of a product, activity, program, or service to the public

Example: Complete revision of operating principles or procedures, with considerable impact

Exceptional

31 to 40

A superior contribution to the quality of a critical product, activity, program, or service to the public

Example: Initiation of a new principle or major procedure, with significant impact

**ARTICLE 17
ANNUAL LEAVE**

Section 1. In accordance with applicable law, rule, regulation, and this Agreement, unless prohibited by operational requirements, BUEs shall be authorized the use of all annual leave that they have accrued or will earn within a leave year. To the maximum extent practical, BUEs shall be afforded the opportunity to take two (2) consecutive weeks annual leave each year.

Section 2. BUEs accrue annual leave at the rates established by 5 U.S.C. § 6303.

Section 3. Leave for special circumstances as described in Article 20 of this Agreement shall not be subject to the provisions of this Article.

Section 4. If the Activity Head, or their designee, determines that a leave exigency for public business exists, the Employer shall notify the local Union President, or their designee, as soon as practicable, in writing. Upon written request of the Union, the Employer shall provide, in writing, within fourteen (14) calendar days the Activity Head's justification the Employer used in determining the need for the facility to be placed in a leave exigency status.

Section 5. In the event that a leave exigency exists, the Parties at the local level will collaboratively determine the minimum staffing levels for all shifts and make them available to the BUEs.

Section 6. In accordance with the provisions of Article 7 of this Agreement, the Parties shall negotiate the impact that the leave exigency determination has on BUEs. The Parties shall also negotiate the amount of annual leave each BUE can use and the procedures to be used to distribute the leave equitably among BUEs.

Section 7. Annual Leave:

a. Prime-time leave (PTL) is the highest priority annual leave. The Employer agrees to designate one (1) PTL opportunity (PTL Slot) per calendar day as approvable.

(1) PTL requests for a calendar year shall be submitted to the Facility Supervisor during the month of October of the prior calendar year. BUEs shall be permitted to request up to two (2) weeks of PTL per calendar year. Absent emergency or special circumstance, the Employer shall allow two (2) consecutive weeks of PTL for each BUE.

(2) PTL requests shall be approved based on seniority, with the most senior BUEs considered first. Conflicting PTL requests among equally qualified BUEs shall be resolved by seniority.

(3) In the event that approval of PTL requests requires a reassignment of a BUE watch shift, reassignments shall be equitably rotated and distributed beginning with the most junior BUE available.

b. Non prime-time leave (NPTL) is all other annual leave falling into the following categories: (1) annual leave that may be requested up to one (1) year in advance; and (2) spot leave. The Employer agrees to designate one (1) NPTL opportunity (NPTL Slot) per calendar day as approvable prior to the annual schedule build.

(1) NPTL requests shall be submitted to the Facility Supervisor. NPTL request(s) will be considered on a first-requested basis.

(2) NPTL requests that were submitted prior to the annual schedule build will be approved/disapproved during the schedule build, unless they fill the one (1) approvable NPTL Slot.

(3) For NPTL requests made after the annual schedule build, BUEs will be informed within three (3) calendar days of making the request whether the NPTL request was approved/disapproved.

c. During the PTL bidding period, NPTL Slots for which there are no pending NPTL requests shall be converted to PTL Slots and available to be filled in accordance with Section 7.a. of this Article.

d. Spot leave is NPTL requested on the day it is to be used. Spot leave requests shall be submitted to the Facility Supervisor/Watch Supervisor of that shift. The request shall be considered and approved/disapproved as soon as practicable. These requests and responses may initially be made verbally and subsequently entered into the time and attendance system.

Section 8. The Employer agrees to make every reasonable effort to meet minimum requirements prior to disapproving any annual leave, with the exception of utilizing overtime for coverage requirements.

Section 9. The Employer agrees that BUEs will be notified of the decision to cancel approved annual leave, due to operational requirements, as soon as possible. If requested, this determination will be provided in writing to BUEs.

Section 10. A BUE may cancel annual leave at any time. When a BUE cancels scheduled annual leave and returns to duty, they may be assigned to work the shift they would have worked, unless operational requirements dictate or allow assignment to a different shift. Too many BUEs on a shift shall not be the sole reason to disapprove a request to return to a different shift.

Section 11. BUEs on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulations and this Agreement.

Section 12. Whenever a BUE's request for leave is disapproved, the BUE will be verbally notified. If the BUE requests, they will be given written notification as to why the leave was disapproved. If a BUE's request for annual leave was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first-requested basis.

Section 13. BUEs will not be required to provide reasons for annual leave requests.

Section 14. The established minimum charge to annual leave shall be one-tenth (1/10) of an hour and additional charges are in multiples thereof.

Section 15. The Employer shall not require BUEs to use compensatory time when requesting annual leave.

Section 16. Except as authorized in OPM regulations, no BUE will be forced to take annual leave.

Section 17. BUEs are covered by the annual leave and lump sum payment provisions contained in 5 U.S.C. Chapter 55, Chapter 63, and the associated regulations in 5 C.F.R.

ARTICLE 18 SICK LEAVE

Section 1. BUEs will earn sick leave in accordance with applicable law and regulations.

Section 2. Sick leave must be granted in accordance with 5 C.F.R. Part 630 when the BUE meets one of the following conditions:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated and cannot perform the essential duties of their position because of physical or mental illness, injury, pregnancy, or childbirth;
- c. Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment;
- d. Provides care for a family member with a serious health condition;
- e. Makes arrangements necessitated by the death of a family member, or attends the funeral of a family member;
- f. Would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease (e.g., caring for a family member afflicted with a contagious disease); or
- g. Must be absent from duty for purposes relating to the adoption of a son or daughter, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 3. A BUE's sick leave request(s) will be granted in accordance with 5 C.F.R. Part 630.

a. A BUE's request for unanticipated sick leave affecting that duty day will be made to the Facility Supervisor/Watch Supervisor who is responsible for that affected watch shift. The BUE will make every attempt to make this request prior to the shift beginning, but no later than sixty (60) minutes after the watch shift begins. However, if the degree of illness or injury prevents such notification, the BUE will notify the Facility Supervisor/Watch Supervisor as soon as possible.

b. A BUE's sick leave request for that duty day after the shift has begun and affecting the remainder of that watch shift will be approved by the appropriate Facility Supervisor/Watch Supervisor.

c. A BUE's anticipated sick leave request(s) will be made to the BUE's immediate Facility Supervisor and will be approved/disapproved as soon as practicable. A Facility Supervisor may approve a BUE with an extended illness not to make daily requests but instead to identify a day of expected return to duty.

Section 4. When requested by the Employer, a BUE will be required to furnish a medical certificate for absences of more than four (4) consecutive days. The BUE will have fifteen (15) calendar days to submit medical certification when required. In lieu of a medical certificate, the BUE's signed statement explaining the nature of the illness may be accepted when circumstances in the individual case make it unreasonable to require a medical certificate.

Section 5. The amount of sick leave granted to a BUE during any leave year for the purposes described in Subsections 2.c. and 2.e. above may not exceed what is allowable by law or regulation. "Family" is defined as:

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses and parents thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of individuals listed within Section 5 herein; and
- g. Any individual related by blood or affinity whose close association with the BUE is the equivalent of a family relationship.

Section 6. The number of hours of sick leave used will not, in and of itself, constitute just and sufficient cause for sick leave counseling.

Section 7. When the Employer has evidence of sick leave abuse, a BUE may first be counseled concerning sick leave usage. If the sick leave abuse continues, the BUE may be required to provide a medical certificate upon the return for future sick leave usage. In cases where the BUE is required to submit a medical certificate, the Employer will review the requirement annually. Upon the BUE's request, the Employer will review the requirement at six (6) months. If the BUE's sick leave record does not indicate continued sick leave abuse at the time of review, the BUE will be notified in writing that the medical certificate will no longer be required.

Section 8. Because a request for sick leave may be of a personal nature, the BUE may not wish to divulge complete details of such personal medical business. If requested by the Employer, the BUE will provide adequate information to support the need for sick leave such as surgery,

examination, tests, medical consultation, etc. Request(s) for sick leave and individual sick leave records will not be available or distributed as general information or publicized.

Section 9. Whenever a BUE's request for sick leave is disapproved, the BUE may request a written reason for disapproval.

Section 10. Each BUE may be advanced up to thirty (30) days sick leave for serious disability or ailment, except when:

- a. It is known that they do not intend to return to duty or when available information indicates that their return is only a remote possibility;
- b. They have filed or the Employer has filed an application for disability retirement;
- c. They have signified their intention of resigning for disability; or
- d. They are employed under a limited appointment or one expiring on a specific date, if the advance sick leave requested would exceed the sick leave to be accrued by the BUE during the remainder of the appointment.

Section 11. If a BUE becomes ill or is injured at work, the Employer shall, if requested by the BUE or if the BUE is unable to request, arrange for transportation to a physician, medical facility, or other location designated by the BUE. If requested by the BUE, or if the BUE is unable to request, the Employer shall notify the BUE's family or other party designated by the BUE of the occurrence and of the BUE's location.

Section 12. When a BUE is unable to do so because of injury, illness, or incapacitation, the Employer will assist the BUE's family in filing appropriate documents for entitlements to the BUE or the BUE's family.

Section 13. The established minimum charge to sick leave shall be one tenth (1/10) of an hour and additional charges are in multiples thereof.

Section 14. In accordance with applicable law, rule, and regulation, BUEs shall be eligible and entitled to sick leave conversion and/or sick leave buy back upon retirement.

ARTICLE 19

FAMILY AND MEDICAL LEAVE ACT (FMLA) AND PAID PARENTAL LEAVE

Section 1. BUEs are covered by the Family and Medical Leave Act of 1993 (FMLA), as amended, as codified in 5 U.S.C. §§ 6381–6387 and 5 C.F.R. Part 630, Subparts L and Q.

Section 2. In accordance with applicable law and regulations, eligible BUEs may substitute up to twelve (12) administrative workweeks of paid parental leave (PPL) for FMLA unpaid leave

granted in connection with the birth of the BUE's son or daughter or placement of a son or daughter with the BUE for adoption or foster care occurring on or after that date.

Section 3. A BUE may not use PPL unless they agree, in writing, before the commencement of such leave, to work for the Employer for not less than twelve (12) weeks beginning on the BUE's first scheduled workday after such leave concludes. The Employer will provide the appropriate form for the BUE's work obligation agreement.

Section 4. Intermittent use of FMLA unpaid leave and PPL shall not be unreasonably denied. Fulfillment of their parental role to care for and bond with the child on an intermittent basis shall be sufficient justification for a BUE to utilize PPL on an intermittent basis.

Section 5. BUEs shall determine in what order they will utilize PPL and other types of leave (e.g., sick leave, annual leave, and/or LWOP).

Section 6. BUEs will make requests for PPL on the appropriate form provided by the Employer. BUEs will provide this form to their Facility Supervisor via electronic or hard copy. The Facility Supervisor shall approve/disapprove and sign the form and return it to the BUE within fourteen (14) calendar days following the date the BUE submitted the request. If disapproved, the Employer shall identify the specific reason(s) for the disapproval on the form.

Section 7. BUEs should make requests for PPL as soon as practicable. If a BUE needs to adjust the proposed dates of PPL usage, they will inform their Facility Supervisor.

Section 8. The Employer agrees not to request supporting documentation from the BUE unless it is necessary to determine that the BUE is entitled to PPL. Any requested documentation shall not be unreasonable.

ARTICLE 20 LEAVE FOR SPECIAL CIRCUMSTANCES

Section 1. When a death in the BUE's family occurs, sick leave, annual leave, and/or LWOP will be granted in accordance with applicable law, rule, regulation, and this Agreement.

Section 2. Annual leave or sick leave requests for emergencies involving illness or injury in the family shall be given priority.

Section 3. Eligible BUEs, whose appointments are not limited to one (1) year, are entitled to fifteen (15) calendar days of military leave per fiscal in accordance with 5 U.S.C. § 6323(a). Unless operational requirements do not permit, the Employer shall adjust the schedule for any BUE who is a military reservist to allow them to attend weekend reserve training drills.

Section 4. Requests for annual leave to observe the Sabbath, a religious event, or an ethnic holiday will be given priority consideration for approval.

Section 5. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, a BUE whose personal religious beliefs require that they abstain from work at certain times of the workday or workweek will be permitted to work alternative work hours so that the BUE can meet the religious obligation in accordance with applicable law, rule, and regulation. The hours worked in lieu of the normal work schedule may not create any entitlement to premium pay (including overtime pay).

Section 6. After consulting a physician, a BUE may request a modification of their work duties/schedule due to working conditions that may have a detrimental effect on the BUE or to an unborn child, if the BUE is pregnant.

Section 7. In accordance with 5 U.S.C. § 6327, BUEs may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor, and up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Section 8. A BUE, having volunteered their services and/or having been recommended to the Employer by the Federal Emergency Management Agency for pre-emergency training programs or test exercises, and who is approved by the Employer to participate, shall be excused, without charge to leave or loss of pay, for a period not to exceed forty (40) working hours in any calendar year for such participation.

Section 9. Requests for leave under this Article shall be given priority consideration over other leave requests.

ARTICLE 21 VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1. The purpose of this Article is to set forth procedures and requirements in accordance with 5 C.F.R. Part 630, Subpart I. Under this program, the unused accrued annual leave of a BUE may be transferred to, or received from, other federal employees.

Section 2. A BUE who has been affected by a personal or family medical emergency may make a written application to the Leave Deciding Official (LDO), through the Employer, to become a leave recipient. If the BUE is not capable of making the application on their own behalf, the Union or other personal representative may make the written application on their behalf.

Section 3. A BUE who applies to become a leave recipient under the VLTP shall use OPM Form 630 to submit their application. The Employer agrees not to require the BUE to provide any additional information unless necessary to clarify information within the application.

Section 4. When requested by the Union and/or a BUE, detailed information in regard to this program as published by OPM will be provided by the Employer and is available at the following Internet address: <https://www.opm.gov/policy-data-oversight/pay-leave/leave-administration/fact-sheets/voluntary-leave-transfer-program/>.

Section 5. When requested by the Union and/or a BUE, the Employer will provide the name, phone number, and address of the Command LDO who oversees this program for the Employer. Any meetings concerning this Article will be done on duty time, if otherwise in a duty status.

Section 6. Any unauthorized use of information gathered under this Article, without the BUE's written consent, is strictly prohibited.

ARTICLE 22 JURY DUTY AND COURT LEAVE

Section 1. The Parties agree that the performance of jury duty and appearances in court in cooperation with the judicial systems of our nation, states, counties, and municipalities is considered both a basic civil right and a responsibility of all BUEs.

Section 2. A BUE on court leave shall be entitled to the same premium pay they would have received had they worked their regular shift.

Section 3. A BUE under proper summons from a court to serve on a jury shall be granted court leave for the entire period, regardless of the number of hours per day or days per week they perform jury service during the period. Jury service for which a BUE is entitled to court leave does not include periods when the BUE is excused or discharged by the court, either for an indefinite period subject to call by the court, or for a definite period in excess of one (1) day. A BUE should keep their Facility Supervisor informed of their jury service status. On a case-by-case basis, a BUE may be required to return to duty by their Facility Supervisor if the BUE is excused from jury service for one (1) day or a substantial part of a day. A BUE who is on court leave and is released early may be excused from duty for the remainder of the day. The BUE shall not, however, be required to return to duty if it would cause the BUE a hardship (e.g., excessive travel issues, child care problems, sleep interruption, and scheduling issues) unless an operational requirement exists.

Section 4. The BUE may be required, upon request of the Facility Supervisor, to submit official correspondence identifying their jury service.

Section 5. At the request of a BUE who has been granted court leave, their days off shall be changed to coincide with their jury service days off. This change of a BUE's regular days off shall not entitle the BUE to receive pay in excess of that authorized for their rescheduled tour of duty.

Section 6. When a BUE is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any party where the United States, the District of Columbia, or any State or local government is a party, in the District of Columbia, a State, Territory, or a Possession of the United States, including the Commonwealth of Puerto Rico or the Trust Territory of the Pacific Islands, they are entitled to court leave during the time they are absent as a witness.

Section 7. When a BUE is summoned or assigned by the Employer to testify in an official capacity or produce official records on behalf of the United States government, the government of the District of Columbia, or any other party, they are in an official duty status, as distinguished from a leave status, and are entitled to their regular pay.

Section 8. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in an LWOP status, or any mileage and subsistence allowance in conjunction with the performance of jury duty or witness service, may be retained by the BUE in accordance with law, rule, or regulation.

ARTICLE 23 EXCUSED ABSENCE

Section 1. For the purpose of this Agreement, excused absence is defined as a BUE's absence from duty and duty station without loss of, change to, or reduction of the BUE's leave, pay, or benefits.

Section 2. Unless operational requirements do not permit, BUEs will be excused for the purpose of blood or platelet donation without charge to leave or loss of pay, normally granted up to four (4) hours. In unusual cases involving traveling an abnormal distance or where medically certified additional recuperation time is required, additional time not to exceed one (1) day may be granted. BUEs are required to provide proof of attendance.

Section 3. In accordance with 5 C.F.R. § 630.206, Facility Supervisors/Watch Supervisors may exercise discretion to verbally approve excused absence for BUEs for brief tardiness of up to fifty-nine (59) minutes. If, after subsequent review, it is determined that the approval of excused absence was unwarranted, the excused absence may be changed to another form of leave in accordance with this CBA.

Section 4. In order to allow BUEs the opportunity to vote, requests for excused absence for voting purposes will be granted subject to operational requirements.

Section 5. The Employer may exercise discretion to grant excused absence of up to fifty-nine minutes (59) for BUEs at the end of their scheduled eight (8) hour shift, if operational requirements permit. If BUEs are unable to utilize this excused absence due to operational requirements, their Facility Supervisor will grant them this excused absence as soon as practicable. Periods of excused absence granted in accordance with this Section cannot be compounded.

ARTICLE 24
WEATHER AND SAFETY LEAVE DURING HAZARDOUS
GEOLOGICAL/WEATHER CONDITIONS

Section 1. The Activity Head retains the right to determine the opening and closing of its facilities as well as the authorization of Weather and Safety Leave during periods of hazardous geological/weather conditions. The Facility Supervisor/Watch Supervisor will provide BUEs with instructions on how to obtain information on openings/closings during hazardous geological/weather conditions and which BUEs are required to report to work.

Section 2. BUEs are mission-essential personnel and are expected to make a reasonable effort to report to work during hazardous geological/weather conditions. However, they are not expected to disregard their personal safety or that of their family. All BUEs who are unable to report for duty shall notify the Facility Supervisor/Watch Supervisor as soon as possible. During periods of authorized Weather and Safety Leave, BUEs who are unable to report for duty within fifty-nine (59) minutes of the beginning of their shift shall be granted Weather and Safety Leave at the time of their request. Periods of absence up to fifty-nine (59) minutes will be addressed in accordance with Article 23 of this Agreement.

Section 3. When the Activity Head has authorized Weather and Safety Leave, the ATCFO, or their designee, shall release BUEs who are currently on duty as soon as possible, when operational requirements permit.

Section 4. The ATCFO, or their designee, shall consult with the Union to address future shifts that fall within the period of authorized Weather and Safety Leave.

ARTICLE 25
EMPLOYEE RECORDS

Section 1. Material placed in a BUE's record, whether it be the e-OPF, performance file, medical, security, training, or other record, shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations, as well as this Agreement. This includes any BUE files maintained at the ATCF. Those records maintained by the Employer under a system of records pursuant to the Privacy Act will be the only records kept on the BUE. Where required by law, rule, or regulation, any material that becomes a part of the BUE's records shall bear the signature of the person originating the material.

Section 2. There will only be one (1) e-OPF and one (1) performance file maintained for each BUE. The Employer agrees to provide each BUE with electronic access to their e-OPF and their performance file.

Section 3. Letters of reprimand will remain in the BUE's e-OPF for a period of one (1) year unless removed earlier from the e-OPF as a result of a grievance or arbitration decision.

Section 4. Access to a BUE's e-OPF, performance file, medical, and/or security file will not be granted, except as authorized by law and OPM regulation.

Section 5. In accordance with 5 U.S.C. § 552a, a BUE may request that a record maintained by the Employer be corrected or amended if they believe the information is incorrect. The Employer will advise the BUE within fifteen (15) calendar days of the BUE's request of the Employer's determination. If the Employer determines the BUE's request is valid, the Employer will promptly initiate correction of the record. A BUE who attempts unsuccessfully to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed within their folder.

Section 6. In accordance with 5 U.S.C. § 552a, if the Employer discloses a BUE's record containing information about which the BUE has filed a statement of disagreement, the Employer shall clearly note any portion of the record that is disputed. The Employer shall also provide copies of the BUE's statement and, if appropriate, the Employer's reasons for not making the amendments.

Section 7. Personal records, notes, or diaries maintained by a Supervisor with regard to their work unit or BUEs are merely extensions of the Supervisor's memory, and may be retained or discarded at the Supervisor's discretion.

a. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- (1) They are kept and maintained for the Supervisor's personal use only;
- (2) They are not circulated to anyone else, including secretarial staff or another Supervisor of the same BUE;
- (3) They are not under the control of the DON in any way or required to be kept by the DON; and
- (4) They are kept or destroyed solely as the Supervisor sees fit.

b. Such records, notes, or diaries shall not be used as evidence to support the following:

- (1) A performance evaluation of less than acceptable;
- (2) The denial of a career ladder promotion;
- (3) The denial of a within-grade increase; or
- (4) Disciplinary or adverse actions;

unless the BUE was provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days from the incident giving rise to the notation. If a BUE is

shown a note, record, or diary as part of the administrative process, they shall be given the opportunity to submit a written response contesting the information contained therein.

Section 8. In the event a BUE is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the security file will not be released or shared without the express written authorization of the BUE, except pursuant to applicable law, rule, or regulation.

Section 9. If requested, the BUE may review their file(s) or request copies of anything contained within, in accordance with applicable regulations. If designated in writing by the BUE, such access will also be granted to the BUE's representative.

ARTICLE 26 FAMILIARIZATION TRAINING AND LIAISON TRAVEL

Section 1. The Employer recognizes the benefit of familiarization flights aboard civil/military aircraft (cockpit) and aircraft characteristic familiarization, and will accommodate participation in such flights to the extent available. BUEs who participate in familiarization flights shall be in a duty status, if otherwise in a duty status.

Section 2. Unless operational requirements do not permit, requests by the Union and/or BUEs for familiarization trips on duty time to visit other job-related facilities will be made with and approved by the Facility Supervisor. The use of government vehicles may be authorized for this purpose, if available, in accordance with applicable regulations.

ARTICLE 27 CHILD CARE

Section 1. The Parties recognize the relationship of adequate child care to BUE satisfaction and productivity, and that this is mutually beneficial.

Section 2. The Employer shall provide suitable space or space-related services at the present and any future child care Facility(s) on MCAS Cherry Point, in accordance with MCO P1710.30 and Air Station Order 1745.1.

Section 3. In the event the Employer establishes a child care committee at MCAS Cherry Point, the Union shall be entitled to name a representative. The representative will be allowed official time to participate, if otherwise in a duty status. If requested by the representative, and operational requirements permit, the Employer shall change their days off to allow participation in an official duty status for these purposes.

Section 4. Lactation Space:

a. The Employer shall provide for the use of a private area in its facilities for nursing mothers to express milk during working hours. The private area shall be a space other than a bathroom that is uninterrupted, shielded from view, provides predictable privacy, is not accessible through another room, and is free from other persons including, but not limited to, other employees and the public. If there is no BUE with a need to express milk, there is no requirement to provide a lactation space.

b. BUEs who plan to be nursing mothers shall provide their Facility Supervisor with notice of their need for a lactation space at least one (1) pay period ahead of the need.

c. When it is necessary for a nursing mother to express milk, a reasonable paid break shall be provided. The duration of the break will vary according to the needs of the individual mother.

**ARTICLE 28
HOLIDAYS**

Section 1. BUEs will accrue holiday benefits for those days declared to be legal holidays by Federal Statute or Executive Order. The following are legal holidays:

New Year's Day	– January 1
Martin Luther King, Jr's Birthday	– third Monday in January
President's Day	– third Monday in February
Memorial Day	– last Monday in May
Independence Day	– July 4
Labor Day	– first Monday in September
Columbus Day	– second Monday in October
Veterans Day	– November 11
Thanksgiving Day	– fourth Thursday in November
Christmas Day	– December 25

Any other legally declared federal holidays are applicable to the bargaining unit. At the request of the Union, the Parties shall negotiate procedures for implementation of any additional/other holiday(s) declared by Federal Statute or Executive Order.

Section 2. When a holiday falls on a BUE's regular day off, the following days shall be observed in lieu of the actual holidays:

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY
Saturday – Sunday	Saturday	preceding Friday
	Sunday	following Monday
Sunday – Monday	Sunday	preceding Saturday
	Monday	following Tuesday
Monday – Tuesday	Monday	preceding Sunday
	Tuesday	following Wednesday
Tuesday – Wednesday	Tuesday	preceding Monday
	Wednesday	following Thursday
Wednesday – Thursday	Wednesday	preceding Tuesday
	Thursday	following Friday
Thursday – Friday	Thursday	preceding Wednesday
	Friday	following Saturday
Friday – Saturday	Friday	preceding Thursday
	Saturday	following Sunday

Section 3. When a BUE works a holiday or day in lieu of a holiday, they shall be entitled to pay at the rate of basic pay, plus premium pay at a rate equal to the rate of basic pay, for that holiday work which is not in excess of eight (8) hours or is not overtime work as defined by 5 U.S.C. § 5542(a). Holiday pay is paid in addition to any other premium pay granted. A BUE on holiday leave shall be entitled to the basic rate of pay, including differential pay where applicable, for that time during which the BUE is on holiday leave.

Section 4. Subject to Sections 6 and 7 of this Article, BUEs shall have the opportunity to work all holidays or days in lieu of holidays that fall within their scheduled watch periods posted within the Basic Watch Schedule. This Section does not apply to BUEs whose makeup day falls on the holiday or day in lieu of the holiday, nor does it apply to BUEs who are not qualified to work on any position in the projected configuration for the holiday or day in lieu of the holiday. Nothing in this Section precludes the Employer from authorizing On-the-Job Training Instructor (OJTI) duties on a holiday or day in lieu of a holiday.

Section 5. Subsequent requests for holiday leave shall be approved/disapproved during the shift on which the request is made subject to operational requirements. Approval/disapproval shall not be subject to conditional circumstances.

Section 6. The Parties at the local level will collaboratively determine the minimum staffing levels for holiday periods.

Section 7. After the Parties at the local level collaboratively determine the minimum staffing levels for each holiday shift, the Employer will approve holiday leave on a first-come, first-served basis down to that minimum staffing level. If a sufficient number of leave requests have not been submitted at least twenty-eight (28) calendar days prior to the holiday shift, the Facility Supervisor will assign holiday leave to BUE(s) on that watch crew down to one (1) over the minimum staffing level. BUEs shall be assigned holiday leave on a fair and equitable basis.

Section 8. Nothing in this Article precludes a BUE assigned to a holiday shift who desires holiday leave from finding a suitable replacement for that specific holiday shift.

ARTICLE 29

WATCH SCHEDULES, SHIFT ASSIGNMENTS, POSITION ROTATION, AND RELIEF PERIODS

Section 1. The Basic Watch Schedule for the following calendar year shall be posted no later than the first day of December. The Basic Watch Schedule shall not be changed unless operational requirements exist or unless specifically requested by the Union.

Section 2. The duty time periods, days of the week, hours of the day, and rotation of shifts for each BUE shall be posted within the Basic Watch Schedule. The Basic Watch Schedule shall annotate all scheduled watch periods for the following calendar year.

Section 3. When operational requirements permit, BUEs shall not be required to spend more than two (2) consecutive hours performing operational duties without a break away from the operational area. A break is defined as a period of time during which no duties are assigned. This provision does not preclude BUEs from being recalled to duty.

Section 4. Consistent with operational requirements, position assignments shall be rotated equally among qualified BUEs.

Section 5. Meal period breaks shall be provided throughout the watch shift period. The Employer should provide BUEs with an uninterrupted meal break. With Facility Supervisor/Watch Supervisor approval, this may include leaving the area.

Section 6. Position rotation and breaks may be restricted or precluded during the hours between 11:00 P.M. and 7:00 A.M. During these periods, BUEs should not be required to perform OJTI duties.

Section 7. When operational requirements exist, the Employer may adjust the shift assignment(s) of individual BUEs. The Employer shall notify the Union and the affected BUE(s) of the change(s) at least eight (8) days prior to the effective date. Unless operational requirements exist, the Employer will reassign the most senior volunteer. If there are no volunteers, the Employer will reassign the most junior BUE.

Section 8. The Employer will approve a BUE's request for shift change(s) unless operational requirements do not allow. This includes shift exchanges with other BUEs from a different watch shift as well as allowing the BUE to adjust their scheduled days off.

ARTICLE 30 CREW BIDDING

Section 1. In accordance with Article 7 of this Agreement, the Employer will notify the Union of any changes to the watch schedule.

Section 2. The Union shall have at least eight (8) days prior to the implementation of any changed, revised, and/or new watch schedule that has been negotiated accordance with Article 7 of this Agreement to provide requested slot positions for each BUE within that changed schedule, unless the Employer shows operational requirements that necessitate other arrangements.

Section 3. The Employer will make every attempt to utilize the slot positions requested by the Union, unless the Employer shows operational requirements that necessitate other arrangements.

Section 4. The Employer will allow all affected BUEs at least eight (8) days advance notice before starting with the new schedule and will take into consideration any specific requests and/or problems before implementing, unless the Employer shows operational requirements that necessitate other arrangements.

Section 5. BUEs may change places on the watch schedule on or about 1 November of each year, unless the Employer shows operational requirements that necessitate other arrangements. This may be used to switch places on the same crew or to switch between crews. BUEs may change places on the watch schedule at other times with Management approval.

ARTICLE 31 WORKING HOURS

Section 1. Working hours shall be established in accordance with applicable law, rule, and regulation.

Section 2. The basic workday shall consist of eight (8) consecutive hours and the basic administrative workweek for BUEs equates to forty (40) hours in a full-time position. The hours of work within that workweek for each BUE will be performed within a period of not more than six (6) of any seven (7) consecutive days.

Section 3. On changing to daylight savings time, consistent with law, rule, and regulation, BUEs shall be afforded the opportunity to remain on duty for eight (8) hours. BUEs required to work nine (9) hours will receive, at the BUE's election, one (1) hour of overtime or compensatory time.

Section 4. To complete a thorough transfer of position responsibility and receive a work assignment, BUEs will report for duty no later than ten (10) minutes prior to the scheduled work shift. BUEs shall earn credit hours for the time that they report for duty prior to their scheduled work shift.

Section 5. Any change to the working hours associated with the watch schedule must be negotiated in accordance with Article 7 of this Agreement.

Section 6. Upon request by the Union, the Employer agrees to discuss and review the feasibility of Alternative Work Schedules in accordance with 5 U.S.C. and all other applicable law, rules, or regulations.

Section 7. Credit Hours:

a. BUEs shall submit requests to work credit hours to their Facility Supervisor. If their Facility Supervisor is unavailable, requests will be made to the Facility Supervisor/Watch Supervisor on duty. Requests for credit hours shall be approved/disapproved as soon as practicable.

b. If a BUE becomes unable to work previously approved credit hours, the BUE will notify the Facility Supervisor/Watch Supervisor on duty as soon as practicable.

c. BUEs are permitted to work up to two (2) additional credit hours prior to or after a scheduled day or evening watch. BUEs may report for up to ten (10) credit hours on a regularly scheduled day off.

d. BUEs can accrue a credit hours balance of up to twenty-four (24) hours.

BUEs may use their credit hours for any approved absence. However, using credit hours instead of annual leave is not a justification for lost annual leave at the end of the year.

ARTICLE 32 PROBATIONARY EMPLOYEES

Section 1. When the Employer decides that a probationary employee is to be separated, the BUE will be notified in writing as to why they are being terminated and the effective date of the action. Except when circumstances require immediate dismissal, the affected BUE will be given two (2) weeks advance notice prior to the effective date.

Section 2. Probationary employees may appeal removal actions in accordance with 5 C.F.R. Part 315. If the BUE requests, the Employer will allow a Union representative to be at any meetings between the Employer and the BUE when any termination procedures/options are being discussed.

ARTICLE 33 COMPENSATION

Section 1. Once the Employer has determined that all legal, regulatory, and administrative requirements have been met, increases to BUEs' grades within the bargaining unit, including

those resulting from Facility classification changes, shall be initiated no later than the beginning of the first full pay period after the BUE becomes fully eligible, or the Facility meets the traffic volume and/or complexity criteria for reclassification or upgrade. Facility Supervisors shall ensure that local Facility administrative requirements are uniformly administered and that the CHRO-E is advised sufficiently in advance to accomplish the grade increase in a timely manner. The Employer shall coordinate with the Office of Civilian Human Resources to ensure that the grade increase is processed as quickly as possible.

Section 2. With the exception of statutory increases authorized under the Federal Employees Pay Comparability Act of 1990, when a BUE becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order that gives them the maximum benefit.

Section 3. In the event of a Facility downgrade, the BUE shall be entitled to all benefits in accordance with applicable law, rule, or regulation.

Section 4. If a BUE does not receive at least ninety (90) percent of their regular biweekly pay and allowances, due to administrative or other error, the BUE shall receive these monies due as soon as possible without justification of need, upon notification to the CSR Office that the error has occurred. If the BUE notices that an underpayment error has occurred, the BUE shall notify the Employer of the error and the Employer shall be responsible for any subsequent notifications necessary to the CSR Office and/or DFAS. Underpayments in any other amount will be resolved in accordance with DoD Financial Management Regulations. The Employer shall be responsible for correcting all errors and notifying the BUE of any corrections. The Employer will update the BUE on the status of any underpayment that has not been corrected in the next pay period. The Employer shall coordinate with the CSR Office and/or DFAS to ensure that all pay corrections are processed as quickly as possible.

Section 5. The Employer shall assist the BUE to ensure that all allotments and/or payroll deduction options are corrected and processed as quickly as possible, but normally no later than the next pay period.

ARTICLE 34 WAGES

Section 1. BUEs shall be paid in accordance with applicable law and government-wide rules and regulations.

Section 2. The Employer shall provide the air traffic premium pay at the rate of five (5) percent to all BUEs who meet the requirements of 5 U.S.C. § 5546a(a)(1).

Section 3. The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay, overtime pay, night differential, Sunday premium pay, holiday pay, and cost-of-living adjustment (COLA).

Section 4. A BUE who performs work during a regularly scheduled eight (8) hour period of service that is not overtime work and a part of which is performed on Sunday is entitled to pay for the entire period of service at the rate of their basic pay, plus premium pay at a rate equal to twenty-five (25) percent of their rate of basic pay. If the BUE is on leave for those hours that actually fall on Sunday, they are not eligible for the premium pay.

Section 5. Night differential, at the allowable rate, will be paid for work performed between the hours of 6:00 P.M. and 6:00 A.M. Payment of night differential continues for regularly scheduled night hours when a BUE is absent due to a holiday or other non-workday, and when travel is performed during the night hours of their regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

Section 6. At any point the Union believes that a request for Special Salary Rate (SSR) is warranted, the Employer will meet with the Union to discuss the validity of such a request.

ARTICLE 35 OVERTIME

Section 1. Non-exempt BUEs shall receive Fair Labor Standards Act (FLSA) overtime compensation for all FLSA overtime work. All time worked, including hours and minutes, shall be recorded on a daily basis. Overtime will be paid in accordance with 5 C.F.R. Part 551.

Section 2. The Facility Overtime Procedures shall ensure equitable assignment of overtime per calendar year based on watch crew assignment and seniority. This will be ensured by entries within the ATCF Overtime Roster that is maintained at the Watch Desk.

Section 3. Facility Overtime Definitions:

a. Holdover Overtime: Overtime required when it is necessary for a BUE to remain after a scheduled eight (8) hour watch. Holdover overtime will be assigned from the on-duty watch crew. If worked, the BUE will be guaranteed two (2) hours of holdover overtime, less the time that the BUE reported for duty prior to the scheduled work shift. At the BUE's election, the time that the BUE reported for duty prior to the scheduled work shift may be converted from credit hours to overtime.

b. Early Call-In Overtime: Overtime required when it is necessary for a BUE to report to duty prior to an eight (8) hour scheduled watch. Early call-in overtime will be assigned from the watch crew scheduled for that next watch period and will be guaranteed two (2) hours if worked.

c. Off-duty Overtime: Overtime required when it is necessary for a BUE to report to work for a period of not less than four (4) hours and up to eight (8) hours on a normally scheduled off day.

Section 4. Facility Overtime Procedures:

a. After identifying what type of overtime is required and from which watch crew that assignment will be made, the most senior qualified BUE with the least amount of total overtime assignment for that calendar year will be assigned. If that BUE cannot be contacted for assignment, the next senior will be assigned, and so on until an assignment is made. A “qualified BUE” is a BUE who is qualified on the control position(s) for which the overtime assignment is required.

b. Newly certified BUEs shall be assigned a beginning cumulative overtime balance equal to the highest cumulative overtime balance of the BUEs on the watch crew to which they are assigned. A qualified BUE who is reassigned to another watch crew shall carry over their current cumulative overtime balance to the new watch crew.

c. The Employer shall notify the BUE of an overtime assignment as soon as possible.

d. The BUE assigned overtime work will be allowed to secure a qualified replacement to perform work during that overtime period. This replacement must be identified within a reasonable period and the actual assignment will remain with the BUE assigned.

e. A BUE may be relieved of an overtime assignment when, in the judgment of the Employer, the health or efficiency of the BUE may be impaired and/or the BUE has personal circumstances that make it impossible for the BUE to work that period. If a BUE is relieved of an overtime assignment, that assignment will not be added to their cumulative overtime balance.

Section 5. Overtime will not be assigned in conjunction with scheduled leave.

Section 6. Scheduled overtime shall not normally be canceled without seven (7) days notice. However, if a BUE cancels or returns from annual or sick leave, any overtime scheduled to cover that absence may be canceled, provided that such overtime had been scheduled as a direct result of the returning BUE’s absence. If a BUE’s overtime assignment is canceled, that assignment will not be added to their cumulative overtime balance.

Section 7. The cumulative overtime balances for BUEs determined by a qualified medical professional to be Not Physically Qualified (NPQ) shall not be adjusted.

Section 8. Annual leave may be granted to any BUE regardless of whether overtime work is being performed at the time by other BUEs on the shift.

Section 9. At the request of the BUE, the Employer may grant compensatory time off from a BUE’s tour of duty instead of payment for an equal amount of irregular or occasional overtime work. Compensatory time off shall not otherwise be substituted for overtime pay for regularly scheduled overtime work.

Section 10. If a BUE has any entitlement to overtime pay under FLSA, the Employer cannot require the BUE to take compensatory time instead of overtime pay.

**ARTICLE 36
PAY PROCEDURES**

Section 1. Payday shall not be later than the first Friday after the close of the pay period.

Section 2. LESs may be accessed via <https://mypay.dfas.mil> at any time.

Section 3. IRS W-2 forms may be accessed via <https://mypay.dfas.mil> on or about January 31 of the following year.

**ARTICLE 37
RETIREMENT AND BENEFITS ADMINISTRATION**

Section 1. The Employer recognizes its obligation to fully inform BUEs about all benefits for which they may be eligible. The Employer agrees to take affirmative action to fulfill this obligation through such means as providing information, brochures, pamphlets, and other appropriate information to BUEs and the Union.

Section 2. After a BUE's death, the Employer will promptly notify the deceased BUE's beneficiary of the contact information for the Civilian Benefits Center (CBC), where they can gain information to all benefits to which a deceased BUE's beneficiary may be entitled. The CBC assists in completing the appropriate forms and filing the claim for unpaid benefits. Those benefits may include lump sum leave payments, retirement insurance, and other services to which the beneficiary may be entitled. The CBC will be the contact until all applicable benefits are settled.

Section 3. Upon request, the CBC will provide retirement planning counseling to any BUE participating in a federal retirement plan. The counseling may include individual counseling, assistance, information, and preprinted materials maintained for such purposes. BUEs participating in such counseling will be in a duty status, if otherwise in a duty status.

Section 4. The Employer will ensure that the most recent version of the following brochures and forms are provided to new BUEs and to the Union for review, and are available for review upon request to all BUEs:

- a. Federal Employees Health Benefits Program (FEHB) forms and information;
- b. Enrollment Information Guide and Plan Comparison Chart, including the applicable fee schedule folder that accompanies the Service Benefit Plan Brochure;
- c. brochures on all applicable government-wide retirement plans;
- d. any brochures they may request on plans sponsored by Employer/employee organizations for which DoD employees may qualify; and

e. brochures of all comprehensive plans serving the area in which the BUE is located.

Section 5. BUEs may access their benefit information via the CBC Line at (888) 320-2917 or the Government Retirement and Benefits Platform at <https://civilianbenefits.hroc.navy.mil>.

Section 6. If there is any change in retirement or benefits, or related laws or regulations, the Employer will notify the Union within fifteen (15) calendar days.

Section 7. If the retired BUE has not received their first check within thirty (30) calendar days of the date OPM received their retirement package, the Employer will, upon request of the retired BUE, assist in securing retirement benefits for the retired BUE.

Section 8. In accordance with applicable government-wide regulations, a BUE may withdraw a resignation or retirement application at any time prior to its effective date if the position has not been abolished or a commitment to hire a replacement has not been made.

Section 9. If it is determined that a BUE is permanently NPQ for air traffic control duties, the Employer shall inform the BUE of the rights, benefits, and options, including other types of positions for which the BUE may be qualified and the procedures for requesting consideration for such positions.

Section 10. A BUE who has been engaged in the separation of aircraft will be eligible for retirement in accordance with applicable law.

Section 11. Unless operational requirements do not permit, the Employer will allow BUEs to attend any and all Command-sponsored benefit type seminars, including Health Fairs that are conducted within the local area on duty time.

ARTICLE 38 TEMPORARY PROMOTIONS

Section 1. When it is known that a higher-grade position will be temporarily vacant for a period of between ninety (90) and one hundred twenty (120) calendar days and a BUE has been selected to fill the position, that BUE shall be given an immediate temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected, normally within one (1) pay period. The terms of this Article shall not be construed to prevent the Employer from making non-competitive temporary promotions, at its election, of less than ninety (90) calendar days.

Section 2. Nothing in this Article is intended to preclude a BUE from being temporarily promoted two (2) grades, provided that the BUE meets all statutory and regulatory requirements for such promotion.

Section 3. All temporary promotions will be by Notification of Personnel Action (NPA).

Section 4. The Employer will normally fill any temporary promotion from a list of qualified BUEs who volunteer or apply for that position.

Section 5. Union representatives shall not be required to fill any temporary promotion as long as other qualified BUEs are available.

Section 6. BUEs shall be entitled to any pay provisions associated with temporary promotions in accordance with applicable law, rule, and government-wide regulation.

Section 7. In accordance with 5 C.F.R. § 335.103, a BUE selected to fill a temporary promotion shall not have the assignment extended beyond one hundred twenty (120) calendar days without competition.

ARTICLE 39 EDUCATION AND PROFESSIONAL TRAINING

Section 1. BUEs assigned to and/or enrolled in off-duty education or professional training may be entitled to all benefits provided by applicable law, regulation, and this Agreement.

Section 2. BUEs may submit requests to enroll in correspondence courses and other education and professional training programs at no cost to the BUE. Such requests will be given consideration by the Employer in accordance with law, rule, and regulation.

Section 3. Unless operational requirements do not permit, a BUE enrolled in an education and professional training program may be authorized and provided voluntary training assistance and all related administrative support including, but not limited to, liberal leave and crew switching policies, administrative leave, tuition assistance, and related fees.

Section 4. BUEs will not have their days or shifts changed in mid-semester while attending educational institutions, unless operational requirements dictate.

Section 5. BUEs may participate on their own time in educational and training programs directly related to improving their job performance within the profession. To the maximum extent practical and allowable by law and government-wide regulation, BUEs shall be reimbursed for such training, if such training is correlated to improving job performance by the Employer. Requests for approval and reimbursement must be submitted sufficiently in advance to permit final determinations and be made prior to enrollment. The program shall be made available on an equitable basis to all BUEs covered by this Agreement. Approval will not be given on a retroactive basis.

Section 6. The Employer will inform BUEs of available training opportunities that are sponsored and/or conducted by the Employer. BUEs who would like to attend these training opportunities shall submit a request to their Facility Supervisor. Unless operational requirements do not permit, these requests shall be approved.

ARTICLE 40
TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS

Section 1. BUEs shall be responsible for immediately notifying the Employer when they are NPQ to perform air traffic control duties. The NPQ status may include medical or physical reasons that could include being temporarily prohibited from performing control duties because of medications.

Section 2. If the NPQ status is expected to be of a short duration (less than thirty (30) calendar days), the Employer will attempt to find non-control type duties for the BUE within their regular watch schedule. If non-control type duties are not available, the BUE will have the ability to request reassignment to other type duties within the ATCF, not necessarily associated with their Position Description.

Section 3. If the expected duration of NPQ will or is expected to exceed thirty (30) calendar days, the Employer may make an assignment of work within its cognizance.

Section 4. During the period of NPQ, BUEs assigned other duties as outlined within this Article may be removed from their normal Basic Watch Schedule. The Employer will assign an appropriate work schedule that will not normally include premium pay work hours. As mutually agreed to by the Employer and the BUE, this temporary assignment may include duty periods of less than eighty (80) hours per pay period. For the remaining portion of the eighty (80) hour pay period, the BUE shall choose how and in what order the time shall be recorded: sick leave, annual leave, LWOP, and/or any other type of leave, to the extent the particular type of leave is available.

Section 5. BUEs shall continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 6. Employees assigned duties under the provisions of this Article shall continue to be considered as BUEs and shall be entitled to all provisions of this Agreement and those provided by law and regulation. This provision does not apply to those BUEs who are officially detailed or temporarily promoted to a position outside of the bargaining unit.

ARTICLE 41
REDUCTION IN FORCE (RIF)

Section 1. All reduction-in-force (RIF) actions will be carried out in accordance with applicable laws, regulations, and this Agreement.

Section 2. Prior to effecting a RIF, the Employer agrees to review any and all other options that might be available and, to the extent practical, employ those options. These options include, but are not limited to, restricting recruitment and promotions, meeting ceiling limitations through normal attrition, and reassigning qualified surplus employees to vacant positions.

Section 3. Whenever the Employer has determined to initiate a RIF within the bargaining unit, it will notify the Union in writing. Such notice shall be provided as soon as practicable, but no less than ninety (90) calendar days prior to the issuance of a RIF notice. The notification will include all applicable documents associated with the RIF action and will include the effective date of the RIF, the number of positions that will be abolished, and the reason for the RIF. The Union shall be notified of all subsequent events in connection with the RIF.

Section 4. The Employer agrees to meet with the Union as soon as the notification required by Section 3 of this Article is issued to discuss what type(s) of programs are available and applicable. Upon request by the Union, all applicable programs will be briefed to the BUEs.

Section 5. The Employer will issue RIF notices to affected BUEs at least sixty (60) calendar days prior to the RIF effective date. In accordance with applicable government-wide regulations, if the Employer extends the original RIF date, the Union will be notified prior to the original RIF effective date. This notice will include the updated RIF effective date and any applicable associated documents.

Section 6. In the event of a RIF, the affected BUEs will be provided the opportunity to review with the Employer their position in regard to the master retention register. The Union shall have the opportunity to be in all meetings between the BUE and the Employer with regard to the master retention register.

Section 7. Affected BUEs shall be provided with at least sixty (60) calendar days advance written notice before releasing them from their competitive level.

Section 8. BUEs who have received a specific notice of separation will be counseled concerning their rights under applicable law, rule, and regulation including, but not limited to, the following:

- a. Priority Placement Program (PPP);
- b. Re-employment Priority List (RPL);
- c. Interagency Career Transition Plan (ICTAP);
- d. Job Training Partnership Act (JTPA), as amended;
- e. Discontinued Service Retirement Program (DSRP);
- f. Priority Consideration List (PCL);
- g. Voluntary Separation Incentive Pay (VSIP); and
- h. Veterans Employment Opportunity Act (VEOA).

Eligible BUEs will be registered in these programs and will be referred, in accordance with the provisions of each program, for placement in temporary and permanent positions for which they

qualify. Acceptance of temporary employment will not affect a BUE's right to be offered permanent employment. Furthermore, the Employer shall counsel those BUEs who have received a specific notice of change to a lower grade about their rights under the PPP and shall register eligible BUEs in the program. If the RIF status of a BUE changes after the specific notice is issued, the BUE will be notified in writing, and the Union shall be provided a copy concurrent with this notification.

Section 9. The Employer will ensure job replacement programs are made available, to the maximum extent practicable, in accordance with DoD policies and procedures to find positions in federal agencies, within or outside the commuting area, for affected BUEs. The Employer will make every reasonable effort to find employment in other federal agencies, within the commuting area, for those BUEs separated in a RIF. The Employer shall also inform BUEs who are being separated about the services of state employment agencies.

Section 10. In accordance with applicable law, rule, and regulation, BUEs in receipt of a RIF notice will have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, BUEs will have the right to be accompanied by a representative of the Union, and both persons will be afforded official time for this purpose.

Section 11. Grade and pay retention for eligible BUEs will be that prescribed by applicable law, rule, and regulation.

Section 12. Separated BUEs will be paid severance pay in accordance with applicable law, rule, and regulation.

Section 13. The Employer shall maintain RIF records for at least two (2) years from the date of the specific RIF notice to BUEs.

Section 14. At minimum, in the event of a RIF:

a. The Union shall be provided, at least sixty (60) calendar days before the RIF, a list of all vacancies to be offered to BUEs when the RIF takes effect.

b. The BUEs affected by the RIF will also be provided a copy of these vacancies thirty (30) calendar days prior to the RIF taking effect.

c. No later than thirty (30) calendar days following enactment of a RIF that affects BUEs, the Union shall be provided a list displaying the order of preferential offering of the BUEs filling these vacancies by any employees.

d. If a BUE is shown a note, record, or diary as part of the administrative process that denies their right to be selected for a vacancy, they may submit a written rebuttal of the allegation(s).

e. The BUEs affected by the RIF will be provided duty time to apply to and interview for other positions.

ARTICLE 42
TECHNOLOGICAL/PROCEDURAL CHANGES

Section 1. The ATCFO, or their designee, shall notify the local Union President of any impending technological or procedural changes as soon as practicable after the ATCFO is made aware of the changes.

Section 2. The Parties agree that it is mutually beneficial for the Union to participate fully in work groups regarding technological or procedural changes established locally by the ATCFO, or their designee, in accordance with Article 47 of this Agreement.

Section 3. When MCAS Cherry Point and at least one (1) other facility determine the need to jointly develop a Letter of Agreement (LOA), the ATCFO, or their designee, shall establish a work group in accordance with Article 47 of this Agreement.

Section 4. The Employer agrees that any ATC incident, mishap, and/or hazard resulting from a change to procedures and/or equipment changes will not be charged against a BUE if it is determined that the primary causal factor of the incident, mishap, and/or hazard was the result of the change.

Section 5. Prior to the implementation of any technological, procedural, and/or equipment change, the Employer shall satisfy its bargaining obligations in accordance with Article 7 of this Agreement.

ARTICLE 43
STUDIES OF EMPLOYEES

Section 1. The Employer will notify the Union in accordance with Article 7 of this Agreement of any proposed medical and/or psychological study participation for BUEs. This includes any study that involves the time and motion measurement of BUEs or their job performance.

Section 2. The Union shall be provided a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence. This document shall include whether individual medical and/or psychological information to be acquired in the study will be kept strictly confidential and how it will be disclosed to the Employer and/or published.

Section 3. Study participation by BUEs shall be on a voluntary basis and shall occur on duty time. BUEs shall not, as a condition of employment, be required to participate in any studies.

ARTICLE 44
QUESTIONNAIRES AND SURVEYS

Section 1. The Employer recognizes it is in its interest to have maximum support for questionnaires/surveys of BUEs.

Section 2. The Employer shall provide the Union with an advance copy of all questionnaires/surveys intended for BUEs.

Section 3. Questionnaires/surveys of BUEs shall be conducted on duty time.

Section 4. The Employer shall provide appropriate procedures for BUEs to return the questionnaires/surveys.

Section 5. The Union shall be provided a copy of the results/summary/overview of the questionnaire/survey at the same time they are distributed to the Employer.

Section 6. Participation in questionnaires/surveys shall be voluntary and anonymous. To ensure the anonymity of questionnaire/survey responses and comments, BUEs shall have reasonable access to a computer in accordance with Article 12 of this Agreement.

Section 7. Because the purpose of questionnaires/surveys is to collect and aggregate data, questionnaire/survey responses shall not be the sole basis for any disciplinary/adverse action against a BUE.

ARTICLE 45
FACILITY EVALUATIONS

Section 1. The Union will receive advance notice when any type of air traffic related evaluation concerning the air traffic operations or the ATCF is to be conducted. Any facility evaluation that is conducted by the ATCFO, or their designee, shall include the local Union President, or their designee, as a member of the facility evaluation team.

Section 2. A Union representative is entitled to attend formal discussions conducted with BUEs during any evaluation that meet the criteria of 5 U.S.C. § 7114(a)(2)(A) and/or the terms of Article 6 of this Agreement.

Section 3. The ATCFO will meet and discuss the evaluation, to include the final evaluation report, with the Union. The ATCFO shall provide the Union with a copy of the evaluation report and any other associated or supporting documentation.

Section 4. The local Union President, or their designee, shall be invited by the ATCFO to attend the final outbriefing by the facility evaluation team.

ARTICLE 46
OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer shall comply with laws, rules, and regulations concerning occupational safety and health.

Section 2. The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered may include, but are not limited to, heating, air conditioning, ventilation, air quality, lighting, and water quality.

Section 3. The Employer recognizes the need to work with the Union in developing and promoting sound mishap prevention programs and practices. Both Parties will encourage BUEs to promptly report unsafe conditions. The Union may make recommendations related to safety and health to the ATCFO, or their designee. The ATCFO will advise the local Union President if the recommended action has been taken or the reasons for not implementing those recommendations within thirty (30) calendar days of receiving the recommendation. If the recommended actions are not implemented or are beyond the authority of the ATCFO, they shall advise the local Union President, in writing if requested, and/or forward the Union's recommendations to the appropriate authority for action within thirty (30) calendar days of receipt. The Union, upon request, will be provided copies of all injury/mishap, work-related illness, and operational hazard reports concerning the ATCF.

Section 4. The Employer shall supply and replenish fully stocked first aid kits, and replenish supplies, as needed in both the Tower Cab and Radar Room work areas. The availability of first aid kits does not diminish the need for BUEs to notify supervisory personnel of injuries.

Section 5. The Employer shall annually review fire evacuation procedures with all personnel and provide training in the operation of fire extinguishers and other related equipment at the ATCF. Fire evacuation plans shall be conspicuously displayed and reviewed with each BUE. Assistance from MCAS Cherry Point Fire Department may be utilized in developing evacuation plans and conducting the training required by this Section.

Section 6. The Employer may make available formally administered first aid and CPR training courses for BUEs. If these training opportunities come available, the Union will be notified as soon as possible. BUEs volunteering for this training will be allowed to attend if operational requirements allow. If this training occurs during off-duty time, the Employer will consider a request by the BUE to adjust their schedule. BUEs who volunteer to attend during off-duty periods will be allowed to attend if training positions are available.

Section 7. In the event of construction or remodeling within the ATCF, the Employer shall ensure that proper safeguards are maintained to prevent injury to BUEs. The Union shall be advised of any such construction in accordance with Article 7 of this Agreement.

Section 8. If the Employer conducts or receives measurements of electromagnetic radiation for all equipment within the ATCF (e.g., terminal radar displays, cathode ray tubes, video display

terminals using cathode ray tubes, as well as any future equipment), a copy will be provided to the Union as soon as they are available.

Section 9. If the Employer initiates the use of chemicals or pesticides for eradication purposes at the ATCF, the Union shall be notified in writing and advised of the nature and purpose of their use in accordance with Article 7 of this Agreement.

Section 10. Any BUE who believes that they are working under conditions that are unsafe or unhealthy shall have the right to request an inspection by the MCAS Safety Office.

Section 11. The Employer shall provide the Union information on the procedures for filing a claim and other matters concerning worker's compensation. The Employer shall ensure that claims for personal injury are processed in a timely manner and in accordance with the Office of Workers' Compensation Programs (OWCP) procedures and applicable Orders.

Section 12. The Employer shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding Environmental Protection Agency (EPA) water quality standards) at the ATCF at least once every three (3) years and more often if there is evidence of possible contamination. If such testing shows contamination, and if corrective action or abatement cannot readily be taken, the Employer will provide bottled water or other potable water meeting EPA/ Occupational Safety and Health Administration (OSHA) standards for the use of all BUEs until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

Section 13. Hazardous Duty Pay (General Schedule): Pay to BUEs 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. With regard to Permissible Exposure Limits (PEL) to any substance, OSHA regulations will control.

Section 14. Indoor air quality concerns identified by the Union, including those involving "sick building syndrome," shall be investigated using, at minimum, the advisory standards of the American Society for Heating, Refrigerating and Air-Conditioning Engineers and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

ARTICLE 47 WORK GROUPS

Section 1. For the purpose of this Article, "work group" means any work group established by the ATCFO, or their designee, that does not undertake deliberations on the exercise of management rights under 5 U.S.C. § 7106 or Article 5 of this Agreement.

Section 2. The Parties recognize that it is mutually beneficial for BUEs to participate fully in work groups established locally by the ATCFO, or their designee.

Section 3. Prior to establishing any work group that may affect the working conditions or conditions of employment of BUEs, the ATCFO, or their designee, shall notify the local Union President and discuss the scope and goals of the work group.

Section 4. If the Union elects to participate in a work group, the local Union President will identify the BUEs participating to the ATCFO.

Section 5. The Union may request that the ATCFO establish work groups.

Section 6. All work group activities will be performed during duty time.

Section 7. The ultimate decision making process will remain with the ATCFO. The work group participants will work collaboratively to prepare a report and/or recommendation(s) to be submitted to the ATCFO. The ATCFO will provide a copy of this report/recommendations to the Union as soon as practicable. If the ATCFO decides not to implement any or all recommendations of the work group, the Union may request a written explanation of the reason.

ARTICLE 48 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Parties agree that all precautions will be taken to eliminate and to prevent discrimination against any BUE based on the BUE's race, color, religion, sex (including, but not limited to, pregnancy, transgender status, and sexual orientation), national origin, age, disability, genetic information, or reprisal for participation in an EEO activity.

Section 2. The Parties jointly support an organizational environment that is free from sexual harassment and discrimination. Every effort shall be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the workplace.

Section 3. The local Union President shall be provided a current list of all EEO counselors who represent MCAS Cherry Point and information on the EEO complaint system and counselor duties. The Employer shall post the names, office numbers, and work telephone numbers of all MCAS Cherry Point EEO counselors in a location frequented by BUEs.

Section 4. Upon request, the Employer shall brief BUEs on the DoD/DON EEO policies and update the BUEs when changes occur.

Section 5. Upon request, a BUE may be accompanied by a Union representative during an EEO meeting.

ARTICLE 49
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Civilian Employee Assistance Program (CEAP) is designed to promote the well-being of BUEs and, to the extent feasible, their family members through counseling and referral for assisting those BUEs in overcoming performance or conduct deficiencies, to provide guidance for implementing the policy, and to establish responsibility for administration of the program.

Section 2. Sick leave may be granted for the purpose of treatment or rehabilitation in accordance with Article 18 of this Agreement.

Section 3. Participation in the CEAP will be voluntary and any records of such participation shall be kept confidential, in accordance with law, rule, and regulation.

Section 4. Upon request of the BUE and/or the Union, information about the CEAP will be made available by the Employer, including the telephone number and website for the CEAP. This information may be in the form of brochures and/or briefings.

Section 5. A BUE who voluntarily self-refers as someone who uses illegal drugs, under the provisions of Safe Harbor, will not have disciplinary action initiated against them if they:

- a. Voluntarily identify as someone who uses illegal drugs prior to being identified through any other means;
- b. Obtain counseling through the Employer's CEAP, and complete the recommended rehabilitation; and
- c. Refrain from any further use of illegal drugs in accordance with Executive Order 12564.

Section 6. When a BUE successfully completes rehabilitation and counseling through CEAP, they will be scheduled for return-to-duty substance testing. Upon successfully completing the return-to-duty test, the BUE's Facility Supervisor shall be informed that the BUE is no longer restricted for medical reasons and can return to their normal duties. If the BUE does not pass the return-to-duty test, the BUE's Facility Supervisor will be informed and the BUE will be offered an opportunity to enter into a treatment plan.

Section 7. A BUE may self-refer, except under the following circumstances:

- a. The BUE has received specific notice that they are to be tested for drugs;
- b. The Employer has begun the testing at the Facility and/or the drug testers have arrived at the Facility to commence testing;
- c. The Employer is awaiting the results of a drug test taken by the BUE;

- d. The BUE is under investigation by the Employer for alleged substance abuse and the BUE has been made aware of the investigation; or
- e. The BUE is subject to post-accident/incident testing and/or reasonable-suspicion testing.

ARTICLE 50 EMPLOYEE SUPPLIES

Section 1. All equipment and supplies necessary for BUEs to carry out and conduct any and all assigned duties and responsibilities including, but not limited to, pens, paper, forms, and files shall be provided by the Employer.

ARTICLE 51 INCIDENT, MISHAP, AND/OR HAZARD

Section 1. If the Employer determines that an Incident, Mishap, and/or Hazard may have occurred, any BUE involved shall be relieved from their position as soon as operationally possible.

Section 2. If the Employer moves beyond the determination and/or fact-finding phase as defined in Subsection 4.a. of this Article, the BUE shall be afforded Union representation if they so elect.

Section 3. If the Employer initiates an Incident, Mishap, and/or Hazard investigation and/or determines that an Incident, Mishap, and/or Hazard did occur, the local Union President, or their designee, will be notified as soon as practicable.

Section 4. Evaluation Statements:

a. Initial Evaluation and Written Statement: After a possible Incident, Mishap, and/or Hazard, BUEs shall verbally provide the preliminary information to determine their perspective on the events that took place in order to assist the Employer in making an initial determination as to whether an investigation is warranted. If directed by ATCF Management or the Watch Supervisor, the BUE will provide a written statement as soon as possible on the appropriate form. This statement is intended only to assist in the fact-finding phase. This phase is meant only to determine the need for an investigation and is not investigatory.

b. Final Written Statement: BUEs and their representatives shall be permitted to review any data utilized in the related investigation by the ATCF, or their designee, prior to making a final written statement. This includes, but is not limited to, listening to and/or reviewing all relevant recordings. A Union representative shall be granted a reasonable amount of official time to review the data utilized in the related investigation and to assist the BUE in preparing the final written statement.

Section 5. If the ATCFO convenes a Review Board, this Review Board will be fact-finding in nature only and will not have responsibility for recommending any actions. The Review Board will attempt to identify any and all factors (e.g., causal factors such as deficiencies in human, procedural, and/or equipment elements) that affected and/or contributed to the Incident, Mishap, and/or Hazard so as to reduce the probability of future error. The Review Board will provide a final report to the ATCFO.

Section 6. The ATCFO will meet and discuss the Review Board determinations as well as provide the local Union President, or their designee, with a copy of the Incident, Mishap, and/or Hazard final report, including any Review Board report. Upon request, the ATCFO will provide a copy of the Employer's final report to any BUE involved.

Section 7. The collection and analysis of data included in an Incident, Mishap, and/or Hazard final report shall ensure the confidentiality of BUEs. Except as required by law, the Employer shall ensure that all data included in a final report is sanitized of all personally identifiable information prior to release outside of MCAS Cherry Point.

ARTICLE 52 MEDICAL QUALIFICATIONS

Section 1. BUEs engaged in active control of air traffic are required to complete an annual flight examination in accordance with applicable DON rules, regulations, tests, and guidelines as set forth within the DON Manual of Medical Department (MANMED), Chapter 15-65 (MMD 15-65) as applicable to civilian air traffic controllers. Examinations must result in a determination of Physically Qualified (PQ) to control air traffic and perform air traffic duties.

Section 2. Annual medical examinations shall be performed by the Employer's designated Aviation Medical Officer (AMO).

Section 3. The Employer agrees to provide the Union access to the most current MANMED as well as any other MANMED supplemental regulations in accordance with Article 13 of this Agreement.

Section 4. If a determination of PQ is made at the completion of the BUE's flight physical, the BUE will receive an Aeromedical Clearance Notice stating PQ for ATC. If a determination is made that a BUE is NPQ, a Grounding Notice will be issued to the BUE. The BUE will provide a copy of the Notice (either Clearance or Grounding) to the BUE's immediate Facility Supervisor or the ATCF Training Office as soon as practical.

Section 5. All medical examinations shall be conducted during duty time for each BUE. The BUE will be notified of scheduled annual examination at least fourteen (14) calendar days prior to the required examination. To the extent possible, a BUE's regularly scheduled shift shall not be altered to accommodate a scheduled annual examination. Medical examinations other than the annual examinations shall also be conducted during duty time.

Section 6. All medical examinations for BUEs shall be conducted in accordance with the General Medical Standard Requirements for DON Civilian Air Traffic Control Specialists (Medical Standards). The Employer will provide the Union and each BUE with access to the current Medical Standards in accordance with Article 13 of this Agreement. The Employer will brief all local AMOs and Military Treatment Facility (MTF) medical personnel on an annual basis to ensure they are aware of these applicable test(s) and the Medical Standards.

Section 7. If a BUE's examination cannot lead to the determination that the BUE meets the Medical Standards in accordance with Section 6 of this Article, the Employer shall pay the costs associated with additional required tests. If an examination leads to the determination that the BUE does not meet the Medical Standards in accordance with Section 6 of this Article, the AMO will review the diagnosis with the BUE, and the diagnosis shall be reduced to writing if requested by the BUE. Subsequent tests or examinations shall be the responsibility of the BUE who fails to meet the Medical Standards.

Section 8. Any BUE unable to meet the standards as listed within Section 1 of this Article will be placed in a temporary NPQ status and will not perform air traffic control duties. A BUE in a temporary NPQ status will be handled in accordance with Article 40 of this Agreement.

Section 9. It shall be the BUE's responsibility to notify the Employer, as soon as practicable, of any change to their medical status to include illness, medical condition, and/or medications throughout the calendar year that renders and/or might render the BUE NPQ. Final determinations as to PQ/NPQ to perform air traffic control duties shall remain with the Employer. The Employer's designated AMO may require copies of medical treatment in these cases as well as possible examination and/or additional testing.

Section 10. The AMO will submit a waiver request for the BUE in accordance with the procedures as outlined within the Aeromedical Reference and Waiver Guide. The AMO will provide the BUE with any updates to the waiver request throughout the process. The BUE will receive a copy of the waiver request package prior to submission.

Section 11. The BUE may be issued a temporary Clearance Notice pending final disposition of the case by the Commandant of the Marine Corps (CMC).

Section 12. Any BUE determined to be permanently NPQ who was denied a waiver from CMC to perform duties as an air traffic controller will be notified in writing by the Employer. The AMO will discuss and provide the BUE a copy of the package denying the waiver, including any documentation provided by DON, Bureau of Medicine (BUMED)/ Naval Aero-Medical Institute (NAMI) and CMC.

Section 13. In the event a BUE is denied a waiver and is determined to be permanently NPQ, the Employer shall make every reasonable effort to reassign the BUE to an appropriate position in accordance with the terms of this Agreement and all applicable laws, rules, and government-wide regulations including, but not limited to, 5 U.S.C. § 3381.

Section 14. The Union will be notified of any changes to the Medical Standards in accordance with Article 7 of this Agreement.

ARTICLE 53 EMPLOYEE RIGHTS RELATED TO MEDICAL CONDITIONS

Section 1. The Parties agree that medical documentation and other personal information related to the medical condition of BUEs including, but not limited to, Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) positive status, shall be treated in a way to protect confidentiality and privacy in accordance with 5 U.S.C. § 552(a). Except as follow-up to an identified medical condition, AMOs shall not inquire as to the potential HIV/AIDS status of a BUE.

Section 2. The Employer agrees that the AMO will only solicit medical condition information as required to determine the PQ status of a BUE to perform air traffic control duties.

Section 3. A BUE's HIV status shall not be the sole basis for a NPQ determination.

Section 4. The Employer will comply with all requirements contained within 29 C.F.R. § 1614.203 and will ensure BUEs will be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 C.F.R. § 1614.203, qualified handicapped BUEs will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended. It is the BUE's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Employer to reasonably accommodate the BUE.

Section 5. Employees infected by HIV or with AIDS shall be allowed to work free from discrimination on the basis of their medical condition.

ARTICLE 54 ATC TRAINING

Section 1. BUEs shall be provided training, in accordance with applicable law, rule, government-wide regulations, and Employer directives, in a fair and equitable manner. Any changes shall be handled in accordance with Article 7 of this Agreement.

Section 2. If a BUE's developmental training is interrupted for thirty (30) days or more, the Employer shall grant sufficient training time to the BUE in order to attain the level of proficiency they had prior to the interruption, before resuming the remaining allotted training hours. The Employer shall use the BUE's evaluations, training reports, and written input from OJTIs to determine when the BUE's former level of proficiency has been re-attained.

Section 3. Developmentals will be advised in advance of general topics that they are scheduled to receive for OJT or classroom/study time.

Section 4. Remedial training shall only be administered to correct documented deficiencies in a BUE's performance. When a BUE is to be given remedial training, they shall be notified, in writing, of the specific areas to be covered and the reasons therefor. Remedial training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with applicable provisions of the Employer's Facility Manual.

Section 5. When a Controller Evaluation Board (CEB) is convened to evaluate the training of a BUE, the Union shall have the opportunity to designate a participant to serve as a member of the CEB. The affected BUE shall be afforded the ability to present, in person or in writing, a statement to the CEB. If requested by the BUE, a Union representative may accompany them to any meeting with the CEB in accordance with Article 6 of this Agreement.

Section 6. BUEs may voluntarily enroll in study courses. If their Facility Supervisor determines that the study course is designed to improve work performance, then the BUE may attend the course and perform associated course work during regularly scheduled duty time.

ARTICLE 55 VEHICLE PARKING

Section 1. The Employer agrees to provide secure parking within the Airfield Operations official parking lot as governed by regulations.

Section 2. NATCA shall be provided with a total of sixteen (16) designated parking spaces, as contained within the diagram listed in Appendix C of this Agreement.

Section 3. NATCA parking spaces will be reserved exclusively for BUEs. BUEs shall utilize only these parking spaces. If these spaces are all taken, BUEs may utilize any of the free and non-designated spaces of the parking area.

Section 4. A BUE assigned the duties of Watch Supervisor for that specific watch shift may utilize the Facility Supervisor reserved parking space.

Section 5. The Union shall have the ability to mark these parking spaces appropriately with the NATCA logo.

ARTICLE 56 EMPLOYEE SERVICES

Section 1. The Employer agrees to maintain all of the accommodations/facilities/amenities presently utilized/enjoyed by BUEs in proper working order and accessibility.

Section 2. The Employer shall maintain a cold, fresh, drinking water supply to the Tower Cab and Radar Room work areas. In the event that this water supply contains contaminants

exceeding EPA water quality standards, and corrective action or abatement cannot readily be taken, the Employer will provide potable water and associated equipment meeting OSHA standards for the Tower Cab and Radar Room work areas until the contamination has been corrected or abated.

Section 3. The Employer shall maintain clean and adequately stocked rest rooms throughout the Facility.

ARTICLE 57 NATIONAL TRANSPORTATION SAFETY BOARD (NTSB) AND UNION REPRESENTATION

Section 1. The Parties recognize that the entitlement of Air Safety Investigators to participate in NTSB investigations is a decision reserved by regulation to the NTSB. If the NTSB grants “Party status” to NATCA and allows a NATCA Air Safety Investigator to participate in an investigation at MCAS Cherry Point, the designated Air Safety Investigator shall be allowed access to the Facility with prior coordination.

Section 2. The Employer shall notify the local Union President, or their designee, of any accident or incident at MCAS Cherry Point involving fatalities or injuries in which air traffic control services were being provided.

Section 3. To the extent consistent with NTSB regulations and procedures, the local Union President, or their designee, shall be granted official time to attend the inbrief and/or outbrief for any NTSB investigation at MCAS Cherry Point involving fatalities or injuries in which air traffic control services were being provided.

Section 4. The provisions of Article 6 of this Agreement shall apply to meetings conducted by the NTSB to the extent they are consistent with NTSB regulations and procedures.

Section 5. BUEs Designated as Air Safety Investigators:

a. Unless operational requirements do not permit, any BUE whom the Union designates to serve as an Air Safety Investigator shall, on a one-time basis, have their tour of duty adjusted to attend formal training for up to thirty-two (32) hours. Unless operational requirements do not permit, these BUEs shall be granted annual leave or LWOP to attend accident/incident investigation training up to a maximum of four (4) weeks per calendar year.

b. Unless operational requirements do not permit, a BUE who is designated as an Air Safety Investigator for an NTSB investigation shall have their tour of duty adjusted to participate in the NTSB investigation. The BUE is not entitled to overtime, holiday, or any other premium pay while representing the Union in an NTSB investigation.

c. Unless operational requirements do not permit, a BUE who is designated as an Air Safety Investigator for an NTSB investigation shall be relieved from their normal duties as quickly as possible to proceed to the appropriate NTSB location.

d. The Employer will not be responsible for any travel-related costs associated with Subsection 5.a through 5.c.

Section 6. If operational requirements allow, BUEs desiring to attend NTSB hearings that involve the local Facility and/or its controller workforce will normally be afforded annual leave and/or LWOP to attend.

ARTICLE 58 WATCH SUPERVISOR DUTIES

Section 1. The Watch Supervisor provides watch supervision for the continuous operation of the ATCF when a Facility Supervisor is unavailable. Assignments of BUEs to Watch Supervisor duties are used, when necessary, to supplement the Facility Supervisors.

Section 2. A Facility Supervisor is considered available for watch supervision when they are within the operational area and are able to perform the primary duties of the supervisory function. When a Facility Supervisor is unavailable, assignment to the NAVAIR 00-80T-114 operational billet of Watch Supervisor will be given to a qualified BUE, if available.

Section 3. All qualified BUEs will be assigned the duties of Watch Supervisor on a fair and equitable basis within their assigned watch crew. A Watch Supervisor assignment made prior to the assigned watch shift may be transferred between qualified BUEs subject to Facility Supervisor approval. Transfer of Watch Supervisor duties between qualified BUEs during an assigned shift is authorized.

Section 4. A Watch Supervisor is responsible for the operation of the ATCF and has the authority to fulfill the responsibilities of the assignment. A Watch Supervisor shall not perform the following Facility Supervisor duties: (a) Performance evaluation or counseling of employees; and (b) Explaining and gaining support of Marines/employees for management policies and goals.

Section 5. General guidance and goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

Section 6. The Parties understand that when a qualified BUE assumes the operational billet of Watch Supervisor, they will be combined with and exercise the duties and requirements of the NAVAIR 00-80T-114 operational billet of Radar Supervisor. At no time will a qualified BUE be assigned only to the operational billet of Radar Supervisor without also being assigned the operational billet of Watch Supervisor.

Section 7. Absent extenuating circumstances, the operational billet of Watch Supervisor shall be stood within the ATCF Radar Branch.

Section 8. For every eight (8) hours of Watch Supervisor duties performed on other than the mid-watch, BUEs will be awarded one (1) hour TOA. For every sixteen (16) hours of Watch Supervisor duties performed on mid-watch, BUEs will be awarded one (1) hour TOA. These TOAs will be awarded on a quarterly basis and shall be inclusive of the eighty (80) hour yearly limit allowable in accordance with regulation.

Section 9. When other qualified BUEs are available, Union representatives shall not normally be required to perform Watch Supervisor duties.

**ARTICLE 59
ATC POSITION
ON-THE-JOB-TRAINING INSTRUCTOR**

Section 1. The Employer has the right to assign the duties of OJTI, both as Training Team members and as OJTI position instructors. To the maximum extent possible and subject to operational duties, the Employer shall assign OJTI duties in a fair and equitable manner. When other qualified BUEs are available, designated Union representatives shall not be required to provide OJT to BUEs.

Section 2. OJTIs shall be provided time to conduct debriefings and complete training evaluations as soon as possible following each training session.

Section 3. In accordance with 5 U.S.C. § 5546a, premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of the basic pay times the number of hours and portions of hours during which the BUE is providing OJT. This pay is only applicable when the training involves the separation and control of live traffic.

Section 4. The Employer shall be responsible for recording all OJTI hours worked on the BUEs' time cards.

Section 5. The evaluation of BUEs outside of normal day-to-day position training evaluation is a responsibility and function of the Employer. BUEs will not be required to participate on a CEB.

**ARTICLE 60
OPPORTUNITY TO MAINTAIN PROFICIENCY AND CURRENCY**

Section 1. To the extent that the Employer determines that both Tower and Radar work are available for performance by BUEs, and that Tower and Radar work is included within BUE Position Descriptions, the Employer shall ensure that these BUEs are provided the opportunity to

perform both Tower and Radar work to the extent necessary for BUEs to maintain the required proficiency and currency in each.

ARTICLE 61 CONTROLLER ACCOUNTABILITY

Section 1. The Parties recognize that the BUEs are accountable for ensuring that their performance conforms with established standards for professional judgment. However, in the event of a difference in professional judgment between the BUE and a Facility Supervisor/Watch Supervisor, regardless of the level of supervision, the BUE shall comply with the instructions of the Facility Supervisor/Watch Supervisor, and the Facility Supervisor/Watch Supervisor shall assume responsibility for their own decisions.

Section 2. If a BUE is relieved from their operating position by the Facility Supervisor/Watch Supervisor because of alleged unacceptable performance of duty, the BUE, if they request, shall be given a written explanation of the reason for such action by the Employer within twenty-four (24) hours, absent extenuating circumstances. The written explanation is not to be construed as constituting a notice of proposed adverse action.

ARTICLE 62 TEMPORARY DETAIL/ASSIGNMENTS AWAY FROM THE FACILITY

Section 1. Prior to a temporary detail/assignment away from the Facility, the Employer will solicit potential volunteers. Unless operational requirements do not allow, the Employer will assign the most senior volunteer who meets the qualifications. In the event there are no volunteers, the Employer will assign the most junior BUE who meets the qualifications.

Section 2. Unless operational requirements do not allow, the Employer will provide at least fourteen (14) calendar days advance notification for details or duty assignments away from the Facility. The Employer will adjust the BUE's schedule to avoid travel on the BUE's days off.

Section 3. The Employer will take into consideration a BUE's personal situation when making these assignments, including adjustment of the BUE's schedule, travel days, and scheduled days off.

Section 4. If the Employer is not able to honor the request to change days off, the BUE will be compensated in accordance with applicable law, rule, and regulation.

Section 5. When making these assignments, the Employer will consider Union representatives last.

ARTICLE 63 TRAVEL

Section 1. All temporary duty travel (TDY) will be authorized or confirmed by issuance of official travel orders in the Defense Travel System (DTS) when required as directed by the Employer. Travel orders will be issued, when required, at least five (5) calendar days in advance of travel to the maximum extent possible. The Union and the affected BUE shall be notified as soon as it is known that a BUE will be required to travel.

Section 2. All travel shall be conducted utilizing a Government Travel Charge Card (GTCC), in accordance with applicable TDY regulations. GTCC cash advances/ATM withdrawals will only be authorized when the physical card cannot be used for purchases and must be limited to cover only those expenses. Travel advances are only authorized for travelers who are unable to establish a new GTCC account. If travelers are authorized travel advances, any resulting overpayments must be settled via the debt management process.

Section 3. Travel reimbursement claims and all supporting documents must be submitted in DTS within five (5) business days after completion of travel. The Organizational Defense Travel Administrator (ODTA) will provide travelers with DTS assistance when necessary. BUEs will be afforded duty time to file travel vouchers, obtain per diem, and make travel arrangements. All reimbursements for travel expenses will be made by means of EFT to an account at a financial institution designated by the BUE.

Section 4. To the maximum extent possible, the Employer shall schedule en route travel during the BUE's regularly scheduled tour of duty. However, in rare instances BUEs may be required to travel outside their scheduled tour of duty.

Section 5. Upon request, BUEs selected for assignments involving travel may be excused from those assignments. If the request is denied, the Employer shall fully explain the reasons to the BUE.

Section 6. BUEs authorized by the Employer to attend meetings scheduled by the Employer away from the facility shall be entitled to duty time. BUEs shall also be entitled to travel and per diem allowances, if applicable.

Section 7. All travel by BUEs on a military aircraft or vehicle shall be authorized under appropriate DoD directives.

Section 8. Reimbursement for quarters will be based upon current travel regulations. If the BUE believes that quarters are inadequate, the BUE will contact the manager of the quarters for reassignment to new quarters or for issuance of a non-availability statement as authorized under appropriate TDY directives.

ARTICLE 64
WHISTLEBLOWER PROTECTION

Section 1. In accordance with 5 U.S.C. § 2302(b) relating to whistleblower protection, the Employer agrees that BUEs shall be protected against reprisal for the lawful disclosure of information that the BUE reasonably believes evidences:

- a. A violation of any law, rule, or regulation; or
- b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

ARTICLE 65
OUTSOURCING AND PRIVATIZATION

Section 1. Management agrees to notify the Union prior to the initiation of any permanent or temporary contracting out of a function within the bargaining unit, as a result of Employer ventures (to include public/private ventures, A-76, and other studies) that result in adverse impact(s) on BUEs. Management agrees to comply with all provisions of OMB Circular A-76, Federal Acquisition Regulations, this Agreement, and other applicable laws and regulations concerning contracting out.

Section 2. Upon the initiation of any effort to outsource or privatize the workforce, the Union will have the opportunity to designate a representative and one (1) alternate representative, of which one (1) of the two (2) will be afforded the opportunity to attend any meetings related to such activities. These representatives shall be provided a reasonable amount of official time to prepare for any discussions regarding the outsourcing or privatization process as well as attend all pertinent meetings.

Section 3. The Employer, and any privatization agent, shall meet and/or advise the Union on a mutually agreed upon time by the Parties at the local level to discuss the process related to any privatization cost study that impacts the bargaining unit. The Employer, or any designated privatization agent, shall provide the Union at the local level with all proposals related to the privatization process. The Union will have ten (10) calendar days to provide comments to the Employer or any designated privatization agent.

Section 4. The Union shall be provided advance notice of any meeting between BUEs and the Employer or any privatization agent concerning the outsourcing or privatization process. The Union shall be afforded the right to designate a representative to attend any such meeting.

Section 5. After the completion of any privatization study, periodic briefings will be held between the Employer, or any privatization agent, and the Union to provide the Union with appropriate information pursuant to OMB Circular A-76 on decisions affecting BUEs. This information shall include, but not be limited to, the identity of the Full Time Equivalents (FTEs) scheduled for contraction.

Section 6. If bargaining unit work is contracted out and BUEs are displaced, the Activity will make every reasonable effort to minimize the impact on BUEs. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires. The Employer agrees to comply with Article 41 of this Agreement in the case of a RIF.

Section 7. Briefings will be held with affected BUEs for the purpose of providing information concerning contracting out. The Union will be given advance notice of these briefings and the opportunity to attend such briefings.

Section 8. The Employer agrees to create a document that explains the BUEs' "right of first refusal" under OMB Circular A-76 prior to meeting with impacted BUEs. Such a document will be submitted to the Union for comment.

Section 9. Refusing the right of first refusal because of displacement due to contracting out shall not deny a BUE of any rights they might otherwise have under applicable RIF procedures; however, such refusal may, in accordance with applicable law and regulation, affect the BUE's entitlement to severance pay.

ARTICLE 66 SENIORITY SYSTEM

Section 1. Seniority shall be determined by the Union. The Parties agree it shall be the responsibility of the Union to develop and provide to the Employer a Seniority Roster.

Section 2. The Employer shall utilize the most recent Seniority Roster from the Union for all seniority required areas of this Agreement and for any future signed MOUs during the life of this Agreement.

Section 3. The Union will provide the ATCFO with updates to the Seniority Roster. The Employer will implement the updated Seniority Roster as mutually agreed upon by the Parties.

ARTICLE 67 DRESS CODE

Section 1. BUEs shall groom and attire themselves in a neat, clean manner that will not erode Agency-wide regulations or public confidence in the professionalism of the ATC workforce.

Section 2. The display and wearing of Union insignias, such as pins, pocket penholders, or tie tacks shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

ARTICLE 68
MCCS PRIVILEGES

Section 1. BUEs may use designated Marine Corps Community Services (MCCS) facilities subject to current laws, rules, and regulations. BUEs' use of these facilities is subject to applicable restrictions, fees, hours of operation, and facility availability including the possible temporary or permanent closure of the particular facility. Civilian employees may purchase all food and beverages sold at any exchange food activity, if consumed on base.

ARTICLE 69
DRUG-FREE WORKPLACE PROGRAM
RANDOM URINALYSIS DRUG TESTING

Section 1. The Drug-Free Workplace Program for BUEs will be carried out in accordance with the Constitution of the United States and applicable laws, rules, regulations, and this Agreement.

Section 2. The Parties recognize that the establishment and maintenance of a drug-free workplace is essential to the accomplishment of the Employer's mission and to the safety of all BUEs. The Employer agrees to make every effort to fully inform all BUEs about the goals, objectives, policies, and procedures of its Drug-Free Workplace Program and to ensure that the Program is implemented in a fair and equitable manner.

Section 3. To the extent training regarding the Drug-Free Workplace Program is developed and made available to all MCAS Cherry Point employees, a Union representative shall be provided an opportunity to attend such training on official time. If the training is not held at MCAS Cherry Point, appropriate travel and per diem will be authorized.

Section 4. The Employer will inform BUEs of the following annually:

- a. The consequences of a positive drug test or the refusal to cooperate in the Drug-Free Workplace Program;
- b. The availability of drug abuse counseling and referral services available through the CEAP, as well as when and how BUEs can voluntarily participate in the CEAP prior to testing without reprisal (Safe Harbor provisions);
- b. The right to receive copies of their records and related documentation concerning drug testing;
- c. The process used for random selection; and
- d. The right to Union representation at any point in the drug testing process, whether before, during, or after the test is conducted.

Section 5. The Employer shall make available to all BUEs information regarding its Drug-Free Workplace Program and the CEAP. All BUEs shall be clearly informed, in writing, of which drugs and substances are prohibited.

Section 6. The Union will be promptly notified prior to conducting drug testing, as well as when testing has been completed. The collection site is Building 151, MCAS Cherry Point. The Employer shall immediately notify the Union in writing if the collection site needs to be changed, and prior to assigning any BUE to report to a location other than Building 151. If the collection site is changed to a location not at MCAS Cherry Point, then the Employer shall pay travel expenses and/or provide transportation for BUEs in accordance with Federal Travel Regulations. The Parties agree that BUEs shall be scheduled for drug testing during their assigned shift. BUEs will be in a duty status for all management-directed drug testing related activities, to include reasonable travel time.

Section 7. If a BUE requests to have a Union representative present during the testing process, the Union representative will be on official time, if otherwise in a duty status, for all of the BUE's management-directed drug testing related activities, as well as a reasonable amount of time before and after the test is conducted including, but not limited to, travel time. The Union representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner.

Section 8. All urine samples that test positive will be further evaluated using gas chromatography and mass spectrometry.

Section 9. When requested in writing, a BUE who tests positive shall be provided copies of all relevant documents in the possession of the Employer including, but not limited to, the drug litigation package, chain of custody forms, drug lab screening reports, etc.

Section 10. BUEs found to use prohibited drugs or substances shall be referred to the CEAP for assessment, counseling, and referral for treatment and/or rehabilitation as appropriate. The confidentiality of a BUE's contact or referral to the CEAP shall be protected. However, the BUE may be required to authorize release of information concerning their diagnosis, prognosis, or participation in a rehabilitation program as part of an agreement with the Employer to hold a disciplinary/adverse action in abeyance. The referral of a BUE to the CEAP does not obligate the Employer to provide the BUE any reasonable accommodation and does not preclude the Employer from taking appropriate disciplinary/adverse action.

Section 11. Test Procedures:

a. The Department of Health and Human Services (HHS) Guidelines for Chain of Custody will be utilized for all specimen transport and testing.

b. The donor shall urinate into either a specimen bottle or specimen container. The collection site person, in the presence of the donor, after determining specimen temperature, pours the urine into two (2) specimen bottles or containers that are labeled Bottle A and Bottle B or, if Bottle A was used to collect the specimen, pours an appropriate amount into Bottle B.

c. The collection site shall send the split specimens (Bottle A and Bottle B) at the same time to the laboratory that will be testing the Bottle A specimen.

d. If the test of the first specimen (Bottle A) is verified positive by the Medical Reviewing Officer (MRO), the MRO shall report the results to the Employer's Drug Program Coordinator who will notify the BUE of the test results. The donor may, within seventy-two (72) hours, request that the second specimen (Bottle B) be tested. The Employer will utilize a different HHS-certified laboratory for testing the second specimen (Bottle B). All costs associated with testing the second specimen (Bottle B) shall be borne by the BUE (donor) making the request.

e. If the result of the test on the split specimen fails to confirm the verified positive result for the primary specimen, the MRO shall void the primary test result and the donor shall reenter the group subject to random testing as if the test had not been conducted.

Section 12. BUEs shall not be required to disclose the legitimate use of a specific drug at the time of collection, but will have an opportunity to provide documentation to the MRO supporting legitimate usage upon a positive test result. A BUE who is found to test positive shall be allowed to provide supplementary evidence to the Employer. Any expense incurred in obtaining such supplementary evidence will be borne by the BUE.

Section 13. A BUE who tests positive may be temporarily reassigned or detailed to other duties, placed on administrative leave, or indefinitely suspended pending the outcome of any further investigation and/or decision on any proposed disciplinary/adverse action. The decision whether to reassign/detail, place on administrative leave, or indefinitely suspend a BUE will be made on a case-by-case basis depending on several factors including, but not limited to, the nature of the BUE's duties, the Employer's assessment of safety and security risks, the availability of other positions, and the BUE's qualifications.

Section 14. Test results shall be delivered to the BUE in a discreet manner as soon as practicable after the specimen has been analyzed. Positive reports shall contain the assigned specimen number, the laboratory address, and the results of the test.

Section 15. The Union shall be given a copy of any laboratory performance test results received by the Employer as soon as they are received.

Section 16. BUEs who have already received leave approval shall be permitted to depart the Facility at the pre-approved time regardless of whether they have been selected for or have completed the Employer's drug testing collection.

ARTICLE 70 PUBLISHING THE AGREEMENT

Section 1. The Employer will provide, at no cost to the Union, copies of this Agreement, printed in 5 x 8 inch booklets in type that can be easily read, to each BUE in the bargaining unit. The

Employer will also provide a copy to all BUEs entering the bargaining unit after the effective date. The Employer agrees to provide replacement copies to a reasonable extent.

Section 2. The Employer will provide five (5) hard paper copies to the local Union President. The Employer shall provide ten (10) hard paper copies to the Union's National Office.

Section 3. The Employer will provide a PDF copy of the Agreement to the local Union President.

ARTICLE 71 EFFECT OF AGREEMENT

Section 1. Any provisions of this Agreement shall be determined a valid exception to and shall supersede any existing or future Employer rules, regulations, orders, policies, and/or practices that conflict with the Agreement.

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Employer rules, regulations, directives, orders, policies, and/or practices.

Section 3. The Employer agrees to apply its rules, regulations, directives, orders, policies, and/or practices in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

ARTICLE 72 REOPENER

Section 1. In the event legislation is enacted that affects any provision of this Agreement, either Party may request and cause reopening and renegotiating the affected provisions and its contents.

Section 2. When mutually agreed upon by the Parties, any modification of the provisions or regulations of the FLRA affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provisions.

Section 3. In the event that any law or action of the government of the United States renders null and void any provision of the Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

Section 4. Any amendments to this Agreement agreed upon by the Parties shall be reproduced by the Employer and distributed on the same basis as set forth in Article 70 of this Agreement.

Section 5. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any BUE or group of BUEs with the Employer, and in no case shall it be binding upon the Parties hereto unless such agreement is

made and executed in writing between the Parties hereto and the same has been ratified by the Union and approved by the Agency Head.

Section 6. The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 73 DURATION

Section 1. This Agreement shall remain in effect for thirty-six (36) months from the date it is approved by the Secretary of Defense, or their designee, and shall be automatically renewed for additional periods of twelve (12) months unless either Party gives written notice to the other of its desire to renegotiate or terminate this Agreement. Any extensions of this Agreement will also subject the provisions of the Agreement to approval by the Secretary of Defense, or their designee. The written notice must be given not more than one hundred and five (105) calendar days or not less than sixty (60) calendar days preceding the expiration date of this Agreement. Negotiations under this Article shall commence not later than thirty (30) calendar days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

ARTICLE 74 DEFINITIONS/ACRONYMS

Activity Head – Commanding Officer, Marine Corps Air Station, Cherry Point

Administrative Work Week – An administrative work week begins at 12:00 A.M. Sunday and is made up of seven (7) consecutive days thereafter.

AIROPSO – Airfield Operations Officer

AMO – Aviation Medical Officer

ATC – Air Traffic Control

ATCF – Air Traffic Control Facility

ATCFO – Air Traffic Control Facility Officer

BUE – Bargaining Unit Employee

BUMED – Department of the Navy, Bureau of Medicine

CBC – Civilian Benefits Center

CEAP – Civilian Employee Assistance Program

CEB – Controller Evaluation Board

C.F.R. – Code of Federal Regulations

CHRO-E – Civilian Human Resources Office-East

CMC – Commandant of the Marine Corps

COLA – Cost-of-Living Adjustment

Collaboration – Both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties' interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Employer. Collaboration shall not be construed as a waiver of any Union or Employer right.

COMSEC – Communication Security

CSR – Customer Service Representative

Day – Calendar day unless otherwise denoted

DFAS – Defense Finance Accounting Service

DoD – Department of Defense

DON – Department of the Navy

DTS – Defense Travel System

EPA – Environmental Protection Agency

FAA – Federal Aviation Administration

Facility Supervisor – A management individual identified through and hired into a Command Position Description who performs the duties of operational and administrative supervisor for the ATCF.

FEHB – Federal Employees Health Benefits Program

FLSA – Fair Labor Standards Act

FMCS – Federal Mediation and Conciliation Service

FMLA – Family and Medical Leave Act of 1993, as amended

FSIP – Federal Service Impasses Panel

GTCC – Government Travel Charge Card

HHS – Department of Health and Human Services

LDO – Leave Deciding Official

LES – Leave and Earnings Statement

LOA – Letter of Agreement

LWOP – Leave Without Pay

Make-Up Day – The additional Monday day watch during the fifth (5th) pay week and the additional Friday day watch during the sixth (6th) pay week, which fall outside the normal two (2) day watches, two (2) eve watches, and two (2) off days of the rotating three (3) watch crew schedule system. Make-up days are required during the fifth (5th) and sixth (6th) pay weeks to provide the required forty (40) hour pay week.

MANMED – DON Manual of Medical Department

MCCS – Marine Corps Community Services

MOU – Memorandum of Understanding

MRO – Medical Reviewing Officer

MTF – Military Treatment Facility

NAMI – Naval Aero-Medical Institute

NATOPS – Naval Air Training and Operating Procedures Standardization

NAVAIR – Naval Air Systems Command

NPA – Notification of Personnel Action (SF-50)

NPQ – Not Physically Qualified

NPTL – Non Prime-Time Leave. Spot leave and annual leave, other than prime-time leave, that may be requested up to one (1) year in advance.

NTSB – National Transportation Safety Board

ODTA – Organizational Defense Travel Administrator

OJT – On-the-Job Training

OJTI – On-the-Job Training Instructor

OMB – Office of Management and Budget

Operational Requirements – Staffing and workload requirements that affect the ATCF’s mission to provide safe and expeditious air traffic services for MCAS Cherry Point and to train Marine controllers for the Fleet Marine Force.

OPM – Office of Personnel Management

OSHA – Occupational Safety and Health Administration

OWCP – Office of Workers’ Compensation Programs

PPL – Paid Parental Leave

PQ – Physically Qualified

PTL – Prime-Time Leave. The highest priority annual leave.

RIF – Reduction in Force

Safe Harbor – A provision of the Drug-Free Workplace Program that gives a BUE a one-time opportunity to voluntarily identify themselves as a user of prohibited drugs or substances, to willingly undertake counseling and, as necessary, rehabilitation.

Spot Leave – Non prime-time leave requested on the day it is to be used.

SSR – Special Salary Rate

TDY – Temporary Duty Travel

TOA – Time-Off Award

VLTP – Voluntary Leave Transfer Program

Watch Supervisor – A Facility-qualified controller who provides watch supervision for the continuous operation of the ATCF when a Facility Supervisor is unavailable. A Watch Supervisor is responsible for the operation of the ATCF and has the authority to fulfill the responsibilities of the assignment.

EXECUTION, SIGNATURE, AND APPROVAL

In witness whereof, the foregoing Agreement has been executed by Marine Corps Air Station Cherry Point, North Carolina and the National Air Traffic Controllers Association AFL-CIO, on this date _____ to become effective the date this Agreement is approved by the Secretary of Defense.

FOR THE UNION:

FOR THE EMPLOYER:

Grant Mulkey
Designated Representative

Jennifer Archer
Designated Representative

Mick Devine
Team Member

Pamela Walker
Team Member

Michael Seabrook
Team Member

Jeffrey Knipple
Team Member

May Silverstein
Team Member

Jason Woodin
Team Member

Ratified by the Union on: _____

Approved by the Secretary of Defense on: _____

Effective Date: _____

Paul Rinaldi
NATCA President
1325 Massachusetts Avenue NW
Washington, DC 20005

Colonel M. L. Huber
Commanding Officer
C Street, Building 1
Marine Corps Air Station
Cherry Point, NC 28533

APPENDIX A
FLRA NATCA CERTIFICATION OF REPRESENTATIVE



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

Department of the Navy
U.S. Marine Corps
Marine Corps Air Station
Cherry Point, North Carolina

Activity

National Air Traffic Controllers Association
MEBA/NMU, AFL-CIO

Labor Organization

Case No. 4-RO-0001

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that National Air Traffic Controllers Association, MEBA/NMU, AFL-CIO

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

UNIT:

Included: All GS-2152 Air Traffic Control Specialists employed by and located at U.S. Marine Corps Air Station Cherry Point, North Carolina

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Federal Labor Relations Authority

Regional Director

Dated: September 6, 1990

Atlanta Region

**APPENDIX B
NEGOTIATED GRIEVANCE FORM**

GRIEVANCE FORM BETWEEN
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND
MARINE CORPS AIR STATION CHERRY POINT

GRIEVANCE #: _____

This grievance is filed pursuant to Article 9, Section _____ of the Parties' Collective Bargaining Agreement and 5 U.S.C. § 7103(a)(9). Alleged violations of the Collective Bargaining Agreement include, but are not limited to, (ARTICLES/SECTIONS) _____, 5 U.S.C. Chapter 71, and all applicable laws, rules, regulations, and past practice.

AGGRIEVED'S NAME: _____

INCIDENT DATE: _____

NAME OF UNION REPRESENTATIVE: _____

GRIEVANCE DESCRIPTION

CORRECTIVE ACTION DESIRED

EMPLOYEE/UNION REP'S SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

STEP 1

MANAGEMENT RESPONSE:

SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

STEP 2

The Employee/Union hereby elevates the grievance to Step 2.

The Employee/Union requests an oral presentation. YES _____ NO _____

EMPLOYEE/UNION REP SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

MANAGEMENT RESPONSE:

SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

STEP 3

The Employee/Union hereby elevates the grievance to Step 3.

The Employee/Union requests an oral presentation. YES _____ NO _____

EMPLOYEE/UNION REP SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

MANAGEMENT RESPONSE:

SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

ARBITRATION

The Union hereby refers this grievance to Arbitration.

EMPLOYEE/UNION REP SIGNATURE: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____ DATE: _____

APPENDIX C NATCA VEHICLE PARKING DIAGRAM

The following diagram depicts NATCA's sixteen (16) designated parking spaces in the parking lot located next to building 199-A:

