



**JOINT TRAINING
HQMC MPC 40 & AFGE COUNCIL 240**



**CONSOLIDATED
MASTER LABOR AGREEMENT
(CMLA)**

**EFFECTIVE
19 JANUARY 2022**



WHO WE ARE



- FRANCES BURT, ASSOCIATE DIRECTOR,
LABOR AND EMPLOYEE RELATIONS, HQMC
(MPC-40)**

- ALBERT BURGESS, PRESIDENT, AFGE
COUNCIL 240 AND PRESIDENT, LOCAL 2065**



OBJECTIVES



EXPLAIN KEY PROVISIONS IN THE CMLA

- Goal is not to make you an expert

- Use your HRO labor relations specialist or union (as applicable)

- Point out some changes from the last CMLA

PROVIDE YOU WITH A HANDY REFERENCE VIA THE SLIDES

ANSWER YOUR QUESTIONS



BACKGROUND



- The Appropriated and Non-Appropriated Fund AFGE units within the USMC were certified as a single consolidated bargaining unit by the Federal Labor Relations Authority in 2016**
- The CMLA was approved by DoD and is effective 19 January 2022**
 - Some new articles included; some articles, or sections of articles, deleted or revised
- Governed by the Federal Service Labor Management Relations Statute (5 USC 71)**



OVERVIEW



- The CMLA covers both appropriated and non-appropriated fund employees
- AF and NAF personnel systems share some similar characteristics but also differ significantly in certain areas
- Unless otherwise noted in the CMLA, all articles apply to both AF and NAF

PREAMBLE TO AGREEMENT: Interpret agreement in manner consistent with an effective and efficient Marine Corps and its mission



ARTICLE 1: RECOGNITION & COVERAGE



- AFGE is exclusive representative of all employees in the consolidated unit
- The Council of Marine Corps Locals (Council 240) has the authority to act for and negotiate on behalf of AFGE
 - Council 240 must represent interests of all bargaining unit employees without discrimination and without regard to membership in AFGE



UNION REP OR NOT?



- Employee has filed a grievance and you are setting up the Step 1 grievance meeting.
- Employee's grievance states he will be represented by a private attorney, who is his brother-in-law.
- Employee says he does not want a union representative at the grievance meeting; he does not pay dues to the union.

**DOES THE UNION HAVE A RIGHT TO BE PRESENT
AT THE GRIEVANCE MEETING?**



UNION REP OR NOT?



AND THE ANSWER IS



ARTICLE 2: DEFINITIONS



New definitions added

- 5: Conditions of Employment
- 22: Grievance
- 25: Letter of Requirement
- 37: Seniority
- 44: Weekend - means Saturday and Sunday

Definitions revised

- 1: Activity
- 17: Employer
- 36: Representative



ARTICLE 3: GOVERNING LAWS AND REGULATIONS



- Existing laws and regulations apply
- Existing DOD, DON and USMC policies apply
- New regulations and policies effective after effective date of CMLA apply if not in conflict with CMLA



ARTICLE 4: BARGAINING DURING THE TERM OF THE AGREEMENT



- Establishes procedures and timeframes for bargaining during the term of the agreement
 - Parties may mutually agree to reduce timeframes if a fast response is needed [**New, Section 4.e.**]
 - All agreements must be reduced to a Memorandum of Understanding (MOU)
 - Provisions may not alter the terms of the CMLA
 - All MOUs require DoD Review/approval
- Raising local issues to level of recognition should be rare [**New: Section 5.b.**]
- Deleted** requirement for labor management committees



ARTICLE 5: RIGHTS & RESPONSIBILITIES OF MANAGEMENT & THE UNION



- ❑ Union has a **statutory** right to be present at formal discussions
 - Reasonable advance notice must be provided to the union president or designee

- ❑ Union has a **statutory** right to be present at examinations of employees in connection with an investigation if:
 - The employee reasonably believes discipline will result; and,
 - The employee requests representation

Weingarten Right

Note: Old Section 10 (Security) has been deleted



JOE IS LATE AGAIN AND HIS SUPERVISOR WANTS TO KNOW WHY



- Supervisor calls Joe into the office and says, “This is the 6th time this month you’ve been late. What is going on?”
- Joe: “I had a hard time getting my car started; needed a jump start from my neighbor.”
- Supervisor: “Last time you had a flat tire; the time before that your kid unplugged your alarm. What’s going to be your next excuse, Joe? You already have a letter of caution about this. Tell me what is going on with you.”
- Joe: “I want my union steward here.”
- Supervisor: “This meeting is over. Go back to work.”

THE FOLLOWING WEEK, THE SUPERVISOR ISSUES A LETTER OF REPRIMAND BASED ON TARDINESS

DID THE SUPERVISOR DO ANYTHING WRONG?



**JOE IS LATE AGAIN AND HIS SUPERVISOR
WANTS TO KNOW WHY**



DID THE SUPERVISOR DO ANYTHING WRONG?



TRUE OR FALSE?



Supervisor holds a meeting with his work section to discuss ideas to improve parking. A union steward is in the work section and the supervisor gave him a heads up the day before as to what the meeting is about and told him he is interested in hearing his ideas. The steward attended and offered some ideas.

THE SUPERVISOR HAS SATISFIED THE OBLIGATION TO NOTIFY THE UNION OF A FORMAL MEETING. TRUE OR FALSE?



**AND THE
ANSWER IS:**





ARTICLE 6: EMPLOYEE RIGHTS



☐ Most of the rights in this article come from the one or more laws:

- Right to act for and present views of a labor organization
- Right to engage in collective bargaining
- Right to file a grievance without interference
- Right to be protected from reprisal for disclosure of information
- Mutual consent to record conversations during grievance meeting [Revised – Section 7]
- Right to pay dues/not pay dues to a union
- Right to present views to Congress



ARTICLE 6: EMPLOYEE RIGHTS



BREAK PERIODS

- 15 minute breaks authorized**
 - More than 4 but less than 8 hours of work – 1 break
 - 8-10 hours of work – 2 break periods
 - 1 in first half of shift; 1 in 2nd half of shift (normally)
 - More than 10 hours – 1 additional break period
- Mobility not restricted unless position requires employee's presence**
- Breaks not cumulative; cannot be used to extend meal period or at the beginning/end of shifts**



BREAK ISSUES



- An hour after I had my 15 minute break, I need to go to the restroom. Is this okay?
- An hour after I had my 15 minute break, I need a smoke break. Do I get another break for this?
- I missed my break. May I leave 15 minutes early or get paid for the 15 minutes?



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



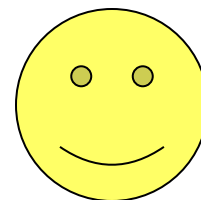
Official time – what is it?

- Duty time granted to union officials and representatives to perform authorized union representational duties
- Must **otherwise be in a duty status** to be granted official time

Not granted to perform internal union business

Must be requested in advance and approved/disapproved by the supervisor (except for 100%ers)

Must be tracked & recorded in the time & attendance system (including for the 100%ers)



Yes, I recorded official time in the T&A system!



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



- ❑ **Bargaining unit employees designated by AFGE Council 240 are authorized to be on 100% official time:**
 - Local 1482 (Barstow)
 - Local 1786 (Quantico)
 - Local 1881 (San Diego)
 - Local 1951 (Parris Island/Beaufort)
 - Local 2018 (29 Palms)
 - Local 2065 (Camp Lejeune/New River/Cherry Point, 1 AF, 1 NAF)
 - Local 2317 (Albany)
- ❑ **All other stewards are on “reasonable” official time**



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



- Representatives on 100% official time must:**
 - Designate a BUE to “act” for him/her when out for 5 workdays or more
 - Designated employee will be on 100% official time during this period and will have **full authority** to act for the 100% representative
- Report to HRO whenever meetings are away from the bargaining unit (vice away from duty station)**
- Report absences to the HRO and record time in the appropriate timekeeping system for HRO certification**

New: Requirement to complete the official time report for those on 100% official time has been deleted.



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



GENERAL RULES FOR REPRESENTATIVES USING OFFICIAL TIME

- Prior approval required before entering a worksite to meet with an employee
 - Advise supervisor of presence at worksite
 - Name of employee who will be contacted
 - Location and estimated duration and time employee will return to work
 - Provide a copy of the Designation of Representative form (**Appendix B** in CMLA)
- Representative will return to work promptly and will advise supervisor of return

Approval needed from both representative's supervisor and from supervisor of employee with whom representative is meeting.



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



- ❑ **Official time request procedures (for reps not on 100% official time)**
 - Advance approval required
 - How much time is needed (must be reasonable)
 - Reason for official time
 - Estimated time of return
- ❑ **Representatives will use the form at Appendix A to request and document official time**
- ❑ **If supervisor disapproves, reason will be shown on form**
 - Disapproval only for:
 - Operational considerations (i.e., employee needed on the job)
 - Time not for an authorized purpose
 - Time not properly requested



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



GENERAL RULES FOR EMPLOYEES MEETING WITH UNION OFFICIALS

- Must have advance supervisory approval when meeting on duty time
- Must advise supervisor of any delays in returning to duty and request approval for more time
- If the above procedures are not followed, duty time will not be approved

When an employee meets with a union official during duty time, the time is not considered official time for reporting purposes for the employee. However, it is official time that must be recorded in the timekeeping system **for the union official.**



ARTICLE 7: OFFICIAL TIME & THE STEWARD SYSTEM



OTHER OFFICIAL TIME PROVISIONS

Revised – Section 7:

- Union entitled to have same number of representatives present as management at grievance meetings
 - Grievant does not count

- For other representational purposes, one representative allowed except when:
 - Expressly provide by the CMLA or authorized by management, or
 - Grievance goes from Step 1 to Step 2 and representatives need to confer, or
 - The appointed steward for a representational purpose has been appointed for less than 1 year or lacks expertise



ARTICLE 8 (FACILITIES AND SERVICES) & ARTICLE 9 (EMPLOYEE RECORDS)



ARTICLE 8

- Each local union will be provided with a minimum of 300 square feet for its office
- Council President will be provided with an additional 200 square feet

ARTICLE 9

- Addresses an employee's access to own record
- Supervisor's notes are extension of memory and are not official records



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



- Article does not cover NAF Flexible employees
- Actions will be timely taken for just cause and to promote the efficiency of the service
- Progressive discipline applies
- Minimum action to correct behavior
- All circumstances being the same, the concept of like remedies for like offenses applies
 - But, employer may take any action deemed necessary
- Activity's Schedule of Offenses and Recommended remedies should be used



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



CORRECTIVE ACTION

Letter of Caution

- Notice that action or incident not acceptable
- Maintained by supervisor (not in OPF) for no more than one year [**New - Section 4**]
 - Cannot be referenced in other disciplinary actions after the expiration period
- Are grievable





ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



DISCIPLINARY ACTIONS

Letters of Reprimand

- Filed in OPF for not less than 1 year & not more than 2 years
- May be grieved

Suspensions of 14 days or less

- Proposal notice with 14 days to reply
- Normally written decision issued within 10 days after end of reply period
- Right to grieve decision





ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



EMERGENCY SUSPENSIONS NOT TO EXCEED 30 DAYS (NAF)

Non-pay status pending disciplinary action when:

- Retention might result in damage to or loss of property or funds;
- Be injurious to the employee or others or be detrimental to the command; or,
- There are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed

24 hours advance notice (in pay status)

If discipline imposed is less than termination, employee will be paid for time suspended less any loss of pay required by the disciplinary action.



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



ADVERSE ACTIONS: WHAT THEY ARE

- Suspensions of more than 14 days
- Emergency Suspensions of more than 30 days (NAF)
- Reductions in grade/pay
- Removals
- Furlough of 30 days or less



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



ADVERSE ACTION PROCEDURES – ADVANCE NOTICE

For AF: 30 days advance written notice

- Unless agency reasonably believes employee committed a crime for which a sentence of imprisonment may be imposed
- Does not apply to furloughs

For NAF: 14 days advance written notice

- Unless emergency suspension has been imposed

For both AF and NAF, the employee is in a paid duty status during the advance notice period.



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



REPLY AND OTHER RIGHTS FOR ADVERSE ACTIONS

- 14 days for employee to present reply**
 - May be oral, written or both
- Employee may request an extension of time to reply**
 - Request must be in writing and set forth the reasons for the extension
- Employee must be provided with copy of material relied upon to support the proposed action**



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



ADVERSE ACTION PROCEDURES – THE DECISION

- Decision normally issued within 15 days from end of reply period
- Decision will advise employee of grievance and appeal rights
 - AF - appeal to Merit Systems Protection Board (MSPB) **or** file a grievance
 - NAF – file a grievance (no MSPB appeal right)



ARTICLE 10: CORRECTIVE, DISCIPLINARY & ADVERSE ACTIONS



ADVERSE ACTION PROCEDURES – SOME EMPLOYEES NOT COVERED

- Employees serving a probationary or trial period
- Flexible employees
- Employees serving on a temporary appointment
- Employees who voluntarily request change to lower pay, pay level, or grade, or submit a voluntary resignation
- Employees who abandon their position (NAF employees only)

List is not all inclusive; consult the CMLA Article 10, Section 7 for complete list of exclusions



So, how many slides did you say
we had to cover?



**But don't
worry -
some
slides we
will just
leap over**



ARTICLE 11: GRIEVANCE PROCEDURES



- Grievance procedure is exclusive procedure for most complaints
- Exclusions listed in Section 2 [**New - Letters of Caution are not listed as an exclusion**]
- Matters that involve allegation of discrimination
 - EEO procedure or grievance procedure – not both
- For AF employees
 - Performance based actions and adverse actions appealable under a statutory appeals procedure may be grieved or appealed under the statutory appeals procedure – not both

Alternative Dispute Resolution may be used but does not prejudice grievance rights



ARTICLE 11: GRIEVANCE PROCEDURES



GENERAL INFORMATION

- Right to representation**
 - Grievant has right to union representative
- Grievant may pursue grievance without a union representative **BUT****
 - Union has right to be present at all grievance discussions
- Copy of written settlement/decision provided to union**

ALL GRIEVANCE MEETINGS ARE CONSIDERED FORMAL MEETINGS, HENCE RIGHT TO UNION REPRESENTATION



ARTICLE 11: GRIEVANCE PROCEDURES



EMPLOYEE FILED GRIEVANCES – TWO STEP PROCESS

☐ Step 1:

- Filed within 21 days from date of event or date employee became aware
- Written grievance must be provided to 1st line supervisor with a copy to labor relations and must include:
 - Summary of relevant facts
 - Provisions of CMLA or MOU violated
 - Personal relief sought
 - Name of representative if any



ARTICLE 11: GRIEVANCE PROCEDURES



EMPLOYEE FILED GRIEVANCES – TWO STEP PROCESS

Step 1 (continued):

- Supervisor forwards to Division/Department Head (or designee)
- Division/Department head must hold grievance meeting within 10 days of receipt of grievance
 - Must issue written decision within 21 days from receipt of the grievance



ARTICLE 11: GRIEVANCE PROCEDURES



EMPLOYEE FILED GRIEVANCES – TWO STEP PROCESS

□ Step 2:

- If not resolved at Step 1, a Step 2 grievance may be filed within 21 days after receipt of the Step 1 Decision
 - Must include a copy of the Step 1 Decision
- Filed with the Head, Labor Relations (local)
- Activity head (or designee) must hold grievance meeting and issue written decision within 14 days of receipt



ARTICLE 11: GRIEVANCE PROCEDURES



EMPLOYEE FILED GRIEVANCES – EXCEPTIONS TO TWO STEP PROCESS

- ❑ **Some grievances will bypass Step 1 and will be initiated at Step 2:**
 - Grievances pertaining to suspensions of fifteen (15) days or more
 - Removal, reduction of grade or pay, furlough of thirty (30) days or less
 - The denial of a within-grade increase (for APF or NAF craft and trades employees)



ARTICLE 11: GRIEVANCE PROCEDURES



GRIEVANCES FILED BY LOCAL UNION OR ACTIVITY

- The President of local or Activity Head may file**
 - **21 days to file**
 - **Parties must meet within 14 days of receipt of grievance**
 - **Must issue written decision within 14 days of receipt of grievance**

- May be raised to the level of recognition by the employer or council if mutually agreeable**



ARTICLE 12: ARBITRATION



MEDIATION AS AN OPTION

- May be used with mutual agreement of the parties
- Requested within 10 days of Step 2 decision, prior to invoking arbitration
- Completed within 60 days
 - If agreement reached, reduced to writing
- Only no cost mediators will be used
- If no resolution, party may proceed to arbitration within 45 days of conclusion of mediation



ARTICLE 12: ARBITRATION



The union may invoke arbitration

- Not an individual employee who is not satisfied with a grievance decision
- The local union president (or designee) will provide written notice

The employer/activity may also invoke arbitration

To be timely, arbitration must be invoked within 45 days from:

- Date Step 2 Decision was delivered to representative or
- Conclusion of mediation, if mediation was not successful



ARTICLE 12: ARBITRATION



- Party invoking arbitration must request list of arbitrators and provide to other party within 5 work days of invoking arbitration. [New – Section 4]
- Parties meet within 15 days to select arbitrator
- Failure of the party who invoked arbitration to comply with timeframes and procedures constitutes withdrawal and termination of the arbitration



ARTICLE 12: ARBITRATION



Arbitration expenses are shared equally by the parties, win or lose

- Average cost for arbitrator's fees for 1 day of arbitration: \$2500 to \$3500 (depending on location)

Typical arbitration takes two days plus one or two days for arbitrator to research and write decision = \$7,500 to \$10,500



ARTICLE 13: OVERTIME



- Overtime paid in accordance with regulations
- Supervisors determine when overtime is needed
 - Notify employees 48 hours in advance (unless this advance notice is precluded by circumstances)
 - Notify if overtime is voluntary or mandatory



ARTICLE 13: OVERTIME



Overtime Rosters

- Voluntary
- Mandatory
- Call Back (if needed)

Established at the supervisory level

- Maintained for each job category

Voluntary - employees listed from most to least senior based on SCD (leave)

Mandatory – employees listed from least to most senior



ARTICLE 13: OVERTIME



☐ Relief from extensive overtime

- Employee may, subject to supervisory approval, have two weekends off per month (**Remember – definition of weekend is Saturday and Sunday**)
 - Short term arrangements may be negotiated to deviate from this provision if it would jeopardize operations

Article 13 was re-written in its entirety but contains no major changes



ARTICLE 14: DETAILS AND TEMPORARY PROMOTIONS



- Details of more than 30 days are documented in the OPF
- Details of 30 days or less are documented by supervisor in writing and given to employee
- Retroactive processing of temporary promotions may be required when directed by a third-party [**New – Section 3**]



ARTICLE 15: ABSENCE AND LEAVE



ANNUAL LEAVE

- Supervisor approves/disapproves based on workload
- Employees submit requests in advance
 - Use OPM form 71 or other acceptable approved procedure
- Supervisor acts on requests in order received





ARTICLE 15: ABSENCE AND LEAVE



ANNUAL LEAVE

- Supervisors may establish leave calendars for planning purposes
 - Annual or quarterly basis
- If conflicts, resolved using SCD for leave
 - Provision not intended to permit senior employees to reserve all the preferred leave periods



ARTICLE 15: ABSENCE AND LEAVE



UNSCHEDULED ANNUAL LEAVE

- Used in emergency or unforeseen circumstances
- Notify supervisor as soon as possible but not later than 1 hour after beginning of shift
- Shift workers, to include firefighters, must notify supervisor at least 1 hour prior to start of shift



ARTICLE 15: ABSENCE AND LEAVE



UNSCHEDULED LEAVE NOTIFICATION REQUIREMENTS

- Employee must provide:**
 - Reason for absence
 - Expected duration of absence
 - Type of leave being requested
- Supervisor may approve/disapprove at time of notification or may defer approval/disapproval**



ARTICLE 15: ABSENCE AND LEAVE



SICK LEAVE: GENERAL INFO

Reasons for using sick leave listed in the CMLA and fall into two broad categories

- Sick leave for self (personal illness, injury)
 - Unlimited amount
- Sick leave for family reasons (sick child, take family member to doctor)
 - Certain limits on amounts used by law/regulation.

Complete list of valid reasons for using sick leave is in the CMLA, Section 4.a.



ARTICLE 15: ABSENCE AND LEAVE



SICK LEAVE: PROCEDURES FOR REQUESTING

For medical appointments:

- Request in advance

For unscheduled sick leave

- Personally notify supervisor unless unable to do so
 - Shift workers, including firefighters – at least 1 hour before start of shift
 - Others – 1 hour after start of work shift



ARTICLE 15: ABSENCE AND LEAVE



SICK LEAVE: DOCUMENTATION

If absence more than 3 consecutive days

- Must provide satisfactory evidence of incapacitation
 - Certification from medical provider or
 - Self certification/written statement



ARTICLE 15: ABSENCE AND LEAVE



QUESTIONABLE SICK LEAVE RECORD

- Supervisor will counsel and advise if record does not improve employee may be placed on sick leave restriction
- Sick leave restriction
 - Provide medical certificate for each absence due to illness or medical appointments



ARTICLE 15: ABSENCE AND LEAVE



OTHER TYPES OF LEAVE

Covered in Sections 5 through 12 and include:

- Advanced leave (APF only)
- Court Leave
- Leave for registration voting
- Excused absences of short duration
- Bone Marrow or Organ Donor leave



WE STILL HAVE A WAY TO GO...

But the good news is we are more than halfway there!





ARTICLE 16: PARKING



- Parking is as established on effective date of CMLA
- Subject to local negotiations in accordance with Article 4





ARTICLE 17: POSITION MANAGEMENT AND CLASSIFICATION



- Each position must have an accurate PD
- Employees must be given a copy of the PD
 - No longer a requirement to sign the cover sheet
[**New – Section 1.b.**]
- Union will be advised in advance of changes to position classification or job grading standards affecting bargaining unit employees



ARTICLE 18: IMPACT OF TECHNOLOGICAL CHANGE



- Notify the union of new technology that substantially affects bargaining unit employees**
 - Provide training if needed



ARTICLE 19: HEALTH, SAFETY AND ENVIRONMENT



- Maintain a compliant occupational and safety health program**
- Report unsafe conditions**
- Activity will furnish Personal Protective Equipment**
 - Employee may purchase industry standard protective clothing and equipment and be reimbursed **[New –Section 5.a.]**



ARTICLE 20A: WORKERS' COMPENSATION (AF)



- Administered in accordance with the Federal Employees' Compensation Act**
 - Department of Labor adjudicates all claims
- Light duty will be provided (medical documentation needed)**
- Information protected by Privacy Act, safeguarded**
- If workers' compensation committee has been established at activity, union may designate a representative as a member**
 - Union representative will be on official time



ARTICLE 20B: WORKERS' COMPENSATION (NAF)



- Covered by the Longshore & Harbor Workers' Compensation Act
- Employees will return to work when physically able (medical documentation is needed)





ARTICLES 21- 24



- ARTICLE 21 – ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY**
- ARTICLE 22 – TIMELY AND PROPER COMPENSATION**
- ARTICLE 23 – EQUAL EMPLOYMENT OPPORTUNITY**
 - Mediators/conciliators used for mediation of EEO complaints will be from the Navy Center of Excellence, if available [**New – Section 4.g.**]
- ARTICLE 24 – UPWARD MOBILITY**



ARTICLE 25: TRAINING AND DEVELOPMENT



- ❑ **Mandatory training will be conducted during regular work schedule. [New – Section 9]**
 - Employee may voluntarily elect to attend in a pay status outside of regular work schedule



ARTICLE 26: DUES WITHHOLDING



- ❑ Addresses how employees sign up for voluntary dues withholding from their pay
- ❑ Explains when and how employees may terminate dues withholding [**New – Section 2**]
 - Special provision for employees who authorized dues withholding on or after August 10, 2020



ARTICLE 27: WITHIN GRADE INCREASES



- Provisions follow law and regulation**
- Supervisor should pay attention to provisions on denial of within grade increases**
 - Notice of denial within 30 days after date WGI is due
- Employees whose WGI has been denied should pay attention to provisions on requesting reconsideration.**
 - 15 days to request reconsideration



ARTICLE 28: MERIT STAFFING/FILLING OF POSITIONS



- **Article applies to positions within the bargaining unit**
- **Most provisions applicable to HROs and OCHR**

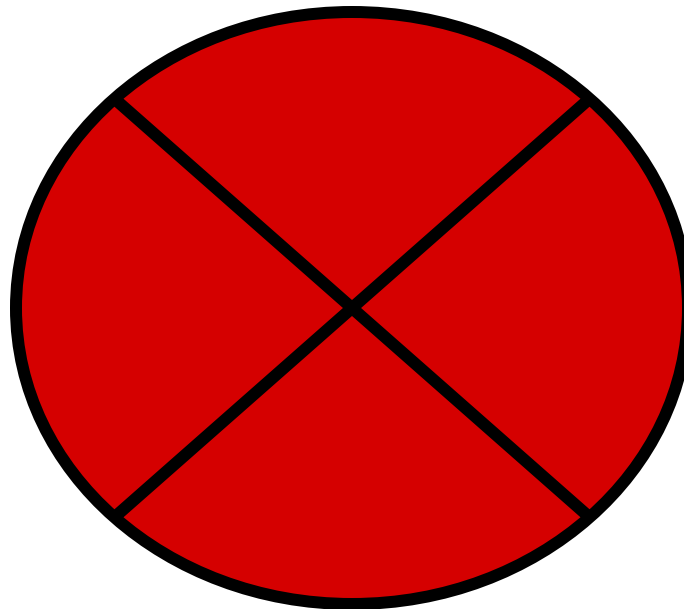




ARTICLE 29: PROBATIONARY, TEMPORARY, & FLEXIBLE NAF EMPLOYEES



- **DELETED FROM CMLA**





ARTICLE 29A: REDUCTION IN FORCE (AF)



- Deleted Displaced Employee Program from Section 7
- All RIFs conducted in accordance with laws and regulations
- Local union notified 90 days in advance of RIF
- Employees provided with 60 days advance notice
- Competitive area is the activity
- Employees adversely affected by RIF may grieve the action if employee believes action not in accordance with CMLA, law or regulation



ARTICLE 29B: BUSINESS BASED ACTIONS - NAF



□ Types of BBAs

- Reduction in rates of pay
- Furlough
- Change to lower grade or pay band
- Change from regular to flexible category
- Change from full time to part time
- Separation

**BBAs are not used to address
performance or conduct problems**



ARTICLE 29B: BUSINESS BASED ACTIONS - NAF



- Advance notice to non probationary regular employees and flexible employees with 3 years of continuous service**
 - Non-separation: 15 days
 - Separation: 30 days
- Advance notice to union**
 - 45 days prior to BBA becoming effective for those resulting in separations
 - 30 days prior for all other types of BBAs

No advance notice is required when BBA is based on emergency condition



ARTICLE 30: CIVILIAN EMPLOYEE ASSISTANCE PROGRAMS



☐ Consolidated into 2 sections

- Describes what the employee assistance program is and does
- Provides phone number and website address



ARTICLE 31: DRUG FREE WORKPLACE PROGRAM



- Basic concept: Establish a drug free workplace by:**
 - Detecting & deterring illegal drug use
- Employees are expected to refrain from illegal drug use both on and off duty**
- Illegal drug use/addiction not an excuse for poor performance or misconduct**

Deleted old Section 8 (Administrative Action).



ARTICLE 32: OFFICIAL TRAVEL



Official travel compensated in accordance with the Joint Travel Regulations





ARTICLE 33: ALTERNATIVE WORK SCHEDULES



- Management may establish at its discretion
- All forms of AWS authorized
- Supervisor must provide advance notice and justification for a temporary suspension or change to a flexible or compressed work schedule. [**New – Section 3.c**]



ARTICLE 34: TELEWORK



- Major revision
- New** - Telework policy will be locally negotiated



ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES



- ❑ First, some background on what ULPs are
- ❑ A ULP may be filed by either party based on a violation labor relations statute

COMMON UNFAIR LABOR PRACTICES	
FILED AGAINST EMPLOYER	FILED AGAINST UNION
Failure to negotiate/bypass	Refusal to process grievance because employee not a union member
Failure to invite union to formal meeting	Refusing to negotiate in good faith
Reprisal against steward for representational activity	Participating or supporting a strike or work stoppage



ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES



- Statutory right to file a ULP with the Federal Labor Relations Authority (FLRA)**
- Informal resolution is supported**
 - Either party **shall** notify the other party 10 days in advance of filing a ULP with the FLRA
 - Notification in writing using FLRA form
 - Parties will attempt to resolve during 10 day period



ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES



If informal resolution is not successful, formal ULP may be filed

However...

Even after formal ULP filed, parties are encouraged to work toward resolution



ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES



SO, WHAT HAPPENS WHEN A ULP IS FORMALLY FILED?

It is sent to the Federal Labor Relations Authority for adjudication

- Lengthy process
- May involve a hearing





ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES



WHAT CAN HAPPEN

- The FLRA may issue a complaint against the Agency or the Union
- The FLRA may dismiss the complaint
- The Party may withdraw the complaint



ULP OR NOT?



SITUATION	ULP – YES OR NO
Supervisor tells employee, “Go ahead and file your grievance but you’ll be seen as a troublemaker.”	
Supervisor meets with employee to conduct a performance review	
Supervisor meets with employee to issue a Letter of Caution	



ARTICLE 36: CHILD CARE SERVICES



- Use of existing childcare facilities authorized
- Military have priority
- Civilians on a space available basis





ARTICLE 37: TIPS, SERVICE CHARGES, COMMISSIONS



APPLIES TO NAF ONLY

- Employees who work in positions where tips are offered and allowed may accept tips**
- Service charges belong to the employer**
 - Allocation of service charges between employer and employee may be locally negotiated
- Commission rates and all other matters concerning tips and service charges may be locally negotiated**



ARTICLE 38: FLEXIBLE EMPLOYEES



APPLIES TO NAF ONLY

TERMINATION FOR DISCIPLINARY REASONS

- Supported by proper evidence
- May not be grieved
- Employee may request review by NAFI head (or designee)
 - Request must be in writing
 - Submitted within 10 days of effective date of termination



ARTICLE 38: FLEXIBLE EMPLOYEES



APPLIES TO NAF ONLY

CONVERSION TO REGULAR PART TIME

- Must work an average of 30 hours a week in 12 consecutive months**
- Review hours for prior 12 months in October [New – Section 2.a.]**
- Payroll records will be reviewed on current anniversary date**
- Effective date of conversion is beginning of the 1st full pay period following current anniversary date**



ARTICLE 39: NAF PAY BAND EMPLOYEES



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



ARTICLES 40 - 42



- ARTICLE 40 (Wage Surveys):** Union has right to participate
- ARTICLE 41 (Outsourcing):** Notify union; follow laws, rules, policies
- ARTICLE 42 (New – Health and Wellness Program):** Locally negotiate physical fitness program



ARTICLE 43: DURATION



- Agreement in effect for four years [**New - Section 1**]
- After four years, upon mutual agreement of parties, agreement may be effective for one additional year
 - DOD review is required
- Prior to end of additional 1 year, either party may notify the other of intent to negotiate a new CMLA
 - At least 120 day notice required
- Either party may request to reopen the agreement during the term of the CMLA



WERE YOU PAYING ATTENTION?



STATEMENT	TRUE OR FALSE?
ALL LOCAL UNION PRESIDENTS ARE AUTHORIZED 100% OFFICIAL TIME.	
LETTERS OF CAUTION ARE KEPT FOR NO MORE THAN 6 MONTHS.	
IF AN EMPLOYEE IS NOT SATISFIED WITH A STEP 2 GRIEVANCE DECISION, THE EMPLOYEE MAY INVOKE ARBITRATION.	
THE CMLA MUST BE FOLLOWED WHEN FILLING A SUPERVISORY POSITION BECAUSE BARGAINING UNIT EMPLOYEES MAY APPLY FOR THE POSITION.	
MOVING EMPLOYEES FROM ONE BUILDING TO ANOTHER DURING CONSTRUCTION THAT WILL LAST THREE MONTHS, WITHOUT NOTIFYING THE UNION, IS THE BASIS FOR A ULP.	
IF THE LOCAL PARTIES AGREE, THEY MAY MODIFY A PROVISION OF THE CMLA.	
IF A SUPERVISOR HAS A LABOR RELATIONS QUESTION, THE BEST PERSON TO ASK IS THE CLOSEST UNION STEWARD.	



RESOURCES AND CONTACTS

- The CMLA is available on the MPC-40 webpage at:**
 - <https://www.manpower.usmc.mil/webcenter/content/conn/WebCenterSpaces-ucm/path/Enterprise%20Libraries/MPC40/APPROVED%20CMLA%201-19-2022.pdf>
- Managers/supervisors - contact local labor relations office for assistance**
- HR specialists - contact MPC-40 advisor for assistance**



AT LAST.....This is...



The End

(UNLESS YOU HAVE QUESTIONS)