THE NEGOTIATED AGREEMENT

Between

DEFENSE LOGISTIC AGENCY

DLA AVIATION/DLA DISTRIBUTION

CHERRY POINT, NC

AND

INTERNATIONAL ASSOCIATION OF MACHINIST

AND

AEROSPACE WORKERS LOCAL LODGE 2297

June 7, 2013

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ARTICLE 1
THE PARTIES, RECOGNITION AND UNIT DETERMINATION

Section 1: The parties to this agreement are DLA Aviation and Distribution at Cherry Point, North Carolina (hereinafter the Employer) and IAM&AW Local Lodge 2297 (hereinafter the Union).

Section 2: The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 3 below. The Employer recognizes the right of the Union to act for these employees, to negotiate this Agreement and all supplemental, subsidiary and incidental Agreements authorized herein, and to represent the interests of all employees in the Unit without discrimination and without regard to Union membership. The Employer also recognizes the right of the Union to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

Section 3: The Unit to which this Agreement is applicable to is all DLA Aviation and Distribution government employees at Cherry Point, North Carolina, except employees covered by other exclusive units, professional employees, management and supervisory officials, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2

THIS AGREEMENT'S RELATIONSHIP TO LAW AND REGULATIONS

Section 1: It is agreed and understood by the Employer and the Union that this Agreement is subject to the provisions of any existing or future laws and regulations of appropriate authorities, published agency policies and regulations in existence at the time the Agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of controlling agreement at implementing, subsidiary or informal agreements between the Parties.

Section 2: It is understood by both Parties that matters not specifically covered under this Agreement are subject to and controlled by applicable federal laws and regulations, including applicable Defense Logistics Agency (DLA) regulations. However, it is also understood by both Parties that in the event of a conflict between the terms of the Agreement and any subsequently published regulations of the Defense Logistics Agency NOT required by law or by those authorities outside the Department of Defense (DoD) who are empowered to issue regulations and policies binding on DoD, the terms of this Agreement shall govern.

ARTICLE 3

CHANGES IN PERSONNEL POLICIES AND PRACTICES

Section 1: It is agreed and understood that the Employer and the Union have the right and obligation to meet and confer with respect to all personnel policies and practices and matters affecting working conditions within the bargaining unit to the full extent of the Employer's discretion. This Agreement shall remain in full force during the time period specified within this Agreement subject to the requirements set forth in Article 2, "Agreement's Relationship to Laws and Regulations." Provisions for opening the Agreement for negotiations other than the above and as specified in Section 2 below are provided for in Article 28, "Duration and Changes."

Section 2: It is agreed and understood that established current personnel policies and practices and matters which are not currently covered by this Collective Bargaining Agreement which affect working conditions within the bargaining unit, and are discretionary with the Employer, will remain in full force and effect, except as provided below. Further, the Employer will not introduce new personnel policies or practices, or matters affecting working conditions which are not currently established personnel policies, practices, and matters affecting working conditions, except as provided below.

a. It is recognized that mandatory changes may be required in established personnel policies and practices, or new policies and practices may be mandatorily required to be introduced, as the result of appropriate law, rule, or regulation binding on the Employer. When such mandates occur, the Employer will notify the Union of the requirement prior to implementation and will meet and confer with the Union as defined in Section 3 below, before implementing such matters, to the extent of the Employer's discretion and obligation. In situations where a negotiability dispute exists, as distinguished under the Federal Labor Relations Authority (FLRA) statute, the Employer or the Union shall have the right to appeal to the FLRA for resolution of such disputes.

b. It is also recognized that changes may be needed or new policies or practices be desirable as a result of circumstances unforeseen at the time of formal negotiations or a renewal of the Agreement. When such changes or new issues, which are discretionary with the Employer, are to be made, the Employer agrees to meet and confer with the Union in good faith under the Chapter 71 of Title 5 U.S. Code, prior to implementation. Such changes or new issues shall be upon mutual agreement of the Parties as described in related Memorandums of Understandings (MOU) or Memorandums of Agreements (MOA).

Section 3: The term "meet and confer" means to negotiate in good faith with respect to changes in established personnel policies and practices and matters affecting working conditions, or with respect to the introduction of new policies or practices, which may occur during the life of the Agreement, prior to implementation of such policies or practices.

Section 4: The parties agree to meet and confer over conditions of work that are determined to be negotiable to the extent as is provided by federal law. It is recognized that the Employer has the obligation to notify the Union, in writing or via electronic communication, to any proposed changes and/or implementation of such changes. If the Union desires to meet and confer, such notification shall be made to the Employer, by the Union, in writing or via electronic communication.

ARTICLE 4
RIGHTS OF EMPLOYER

Section 1: Management officials of the Employer retain the statutory right:

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

b. In accordance with applicable laws—

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

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3. with respect to filling positions, to make selections for appointment from among properly ranked and certified candidates for promotion; or any other appropriate source;

4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

5. the Employer acknowledges that its rights under 5 USC 7106(b) does not preclude any agency and any labor organization from negotiating, at the election of the agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology methods, and means of performing work; the Employer may bargain over any matter within the subject of any agency rule or regulation in accordance with 5 USC 7117(a)(2).

6. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the Parties. Wherever language in this agreement refers to the duties of specific employees, it is only intended to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine who will perform the work.

Section 2: The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices and matters of working conditions, the Employer understands the benefit of involving the Union in pre-decisional discussions to the fullest extent possible and shall give due regard and consideration to the obligations imposed by this Agreement. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the Parties. Nothing herein shall be construed as a waiver by the Employer of its right to elect not to bargain over 5 USC 7106(b) (1).

Section 3: Nothing in this article shall preclude the Employer and the Union from negotiating:

a. Procedures which management officials of the Employer will observe in exercising authority under this article; or

b. Appropriate arrangements for employees adversely affected by the exercise of authority under this article.

Section 4: It is agreed when an unforeseen event occurs that requires immediate action inconsistent with the terms of this Agreement, the following procedure will be followed:

a. Prior to taking the action, the Employer, if possible, will notify the President of the Union, or designated representative.

b. The Parties agree to meet and confer as soon as possible thereafter if necessary.

Note: An unforeseen event is understood to mean circumstances that call for immediate action to protect health, life or property, or actions necessary to accomplish the mission.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1: Employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a representative, including presentation of the Union's views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority except as expressly prohibited by Chapter 71 of Title 5 U.S. Code, or other existing law. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

Section 2: The Employer shall take such action consistent with law or with directives as may be required in order to assure that employees are apprised of the rights and privileges provided in Chapter 71 of Title 5 U.S. Code, and that no interference, restraint, coercion, or discrimination is practiced within the DLA Aviation/Distribution to encourage or discourage membership in the Union. The Employer agrees that all provisions of this Agreement and all other privileges extended to employees in the Unit shall be administered fairly and equitably.

Section 3: An employee is not authorized by Chapter 71 of Title 5 U.S. Code to assist a labor organization or participate in its management or represent it if such activity could result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of the employee.

ARTICLE 6

RIGHTS OF UNION

Section 1: The Union, as the representative of all Bargaining Unit Employees (BUEs) as described in Article 1, Section 2, shall have the right and responsibility to present its views to the Employer either orally, in writing or via electronic communication, as provided by this Agreement. If either Party so requests, the Employer and the Union agree to meet at their earliest convenience in an effort to resolve the matter which created the concern.

Section 2: Each Party will keep records of meetings between management officials and the Union, indicating dates, those in attendance, subjects discussed, and decisions reached.

Section 3: The Union has the right and may discuss with appropriate management officials of the Employer any matter concerning the interpretation or application of this Agreement or any agency rule or regulation applicable to BUEs.

Section 4: Upon request of the Union, and with due consideration of the mission, the Employer shall authorize meetings of the President and union steward, as required. Requests for such meetings shall normally be submitted to the local management official in charge of the DLA Aviation/Distribution at Cherry Point, NC, in advance and will include those in attendance, the purpose of the meeting, and anticipated duration. Meetings authorized by this section shall be limited to establishing positions of the Union prior to meeting and conferring with the Employer, correcting interpretations of the Agreement, and considering either management or union proposals.

ARTICLE 7

UNION REPRESENTATION

Section 1: The Employer recognizes the right of the Union to designate an appropriate number of stewards from among the employees in the Unit not to exceed one (1) steward for each forty (40) employees.

Section 2: Among the stewards identified in Section 1, the Employer will recognize two (2) Chief Stewards, one (1) at DLA Aviation Cherry Point, NC, and one (1) at DLA Distribution Cherry Point, NC. In addition, the President of the Union will designate an alternate Chief Steward in the absence of the regular steward.

Section 3: Union officials, employed by DLA Aviation/Distribution, shall not have their shift, organizational element, or work week changed unless no other employee in the area possesses the skills or knowledge necessary to accomplish the mission. These officers/representatives, within their job rating and level, shall be the last to be affected by subject changes and the first returned. Any changes affecting the Union steward shall be discussed with the Union President or designated representative, prior to effecting the change. The intent of this Section is to avoid, to the maximum extent possible, the change of shifts, organizational elements, or workweek of specified officials.

Section 4: The Employer recognizes the President or Vice President of the Union may assist a steward in fulfilling his/her obligations to employees within the Unit. In this regards, such assistance shall be in the area of, but not restricted to, counsel, advice, and guidance in the interpretation and application of the terms of the Agreement, assistance in the preparation of grievances, preparation of agendas, and responding to the same. However, such assistance shall in no way interfere with or substitute for the orderly procedures otherwise stipulated within this Agreement, i.e. processing of grievances unless specifically provided by the Agreement or involvement in grievance meetings at the first and second steps. Nothing herein shall be

interpreted as prohibiting a Unit employee from arranging to meet with the President or Vice President regarding grievances, or any other appropriate business, provided the Unit employee first exhausts his efforts to gain a satisfactory settlement through the steward. In this connection, the employee shall request authority from the appropriate supervisor to leave the assigned work area for the purpose of meeting with the President or Vice President; such authority will be granted to the maximum extent possible, unless mission-related circumstances exist at that time.

Section 5: The Union shall keep the Employer advised of the names of Union officials and their designated areas of responsibility in writing, or via electronic communication, including the group of employees authorized to represent. The Employer will be provided reasonable advance notice by the Union of any change of its officials and the steward, whenever practicable.

Section 6: Commensurate with the provisions of the Agreement, recognized Union representatives shall be free to exercise their right to advance the best interest of the employees covered by this Agreement. No representative shall be restrained, coerced, intimidated or discriminated against because of authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege to which otherwise entitled, because of his/her serving as a Union representative.

Section 7: The Employer agrees that any DLA Union representative shall have reasonable time during work hours to leave the assigned work area to bring about a prompt and expeditious disposition of a complaint, grievance, or other matters of concern to the Union. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to such employee.

Section 8: An employee who alleges that he/she has a grievance or complaint shall, upon request to his/her immediate supervisor, be allowed time to report his grievance or complaint to the appropriate

Union representative. Such requests will generally be granted without delay, unless mission-related circumstances exist at the time.

Section 9: When a Union representative needs to leave his/her work area to transact appropriate Union business during work hours, he/she shall notify his/her immediate supervisor, or relief. If immediate supervisor/relief is unavailable, he/she will notify the next level or any supervisor. Such notification shall include the general nature of the Union business to be transacted. The immediate supervisor will promptly authorize the Union representative to leave the work area, unless mission dictates otherwise. If authorization is denied, the supervisor will inform the Union representative of the specific reason for the denial, and when he/she can reasonably expect to leave the work area. The Union representative shall contact the immediate supervisor in charge of the work area he/she intends to visit by telephone or e-mail, disclose the general nature of his/her business, and arrange an appropriate time to meet with the employee. The immediate supervisor in charge will make the employee available to leave the area, in the absence of mission related circumstances. The Union representative shall notify his/her supervisor upon his/her return to the work area.

Section 10: Upon request by the Employer or the Union, the Parties shall meet at reasonable times to discuss matters of mutual concern. Attendance at such meetings may, at the discretion of the respective parties, include supervisors and the steward as appropriate to the matters being discussed. Nothing in this section shall be construed as the right of either party to abrogate its responsibilities to consult or process grievances, or other contractual responsibilities as otherwise prescribed in this Agreement.

Section 11: The Union agrees to conduct authorized business in an efficient manner and to guard against the use of excessive time. Telephone communications, as well as e-mail, will be used where practical in a reasonable effort to conserve time. In this regard, supervisors will make existing telephones and computer access available to the Union.

Section 12: It shall be the intent of both Parties to resolve as many misunderstandings, disputes, complaints, and grievances at the lowest possible level. In the event the matter cannot be resolved at the lowest level, the issue will be elevated to the next level.

Section 13: Record of duty hours used by Union officials for Union activities, shall be maintained by the Employer. Official time charged to Union activities shall be restricted to time used for grievance handling, investigating complaints, meetings requested by the Employer or the Union, and time utilized for preparing and/or responding to agendas. Time spent by Union officials as members of boards and/or committees officially established by the Employer will be charged as regular duty time (e.g. RS, RF and RG). The steward will record the time used into EAGLE. The applicable regular hour code will be changed to "LX" (Leave, Nonworking Paid) for all duty time used for Union activities. The reason code (RsnCd) used for Union business are indicated below:

BA – Representational, Term Negotiation

BB – Representational, Mid-Term Negotiation

BD – Representational, Labor/Management

BK – Representational, Grievances and Appeals

Section 14: It is understood that Union business conducted outside of normal working hours, if not required by the Employer, would be voluntary on the part of the steward and, therefore, not compensable by the Employer.

Section 15: Upon written request, the Employer agrees to grant the Union up to 60 hours official time during the first year following the effective date of this agreement and up to 40 hours official time each 12 month period thereafter, for the Union to attend Union, Management, or FLRA sponsored Labor Management training. Requests shall be submitted at least two (2) weeks in advance and include the following:

a. Name of Union representative(s) to attend training

b. The duration, location, purpose and nature of the training

c. A copy of the training agenda

Requests for a representative (s) to attend a training session will be approved or disapproved based on workload requirements and agenda content.

Section 16: The Employer agrees to make arrangements for authorized local and international representatives of the Union to visit the DLA work spaces at reasonable times on appropriate business subject to applicable safety and security regulations. Such representative(s) will advise the Security manager of the purpose of any intended visit in advance. Visitation at the branch or shop level shall be arranged through the appropriate division office.

ARTICLE 8

HOURS OF DUTY

Section 1: The basic workweek will consist of five (5) days, Monday through Friday, in which the employee is scheduled to work an eight (8) hour shift each day.

Section 2: Basic workweeks of other than Monday through Friday may be established for employees, whenever the Employer determines the alternative schedule is the only efficient way to carry out the mission of the DLA Aviation/Distribution. When practicable, the Employer shall provide the Union a 10 business-day notice in writing, or via electronic communication, prior to implementing a change in the designation of work days constituting the basic workweek of BUEs. The Union (President/Vice President) shall have an opportunity to negotiate the impact and implementation with the Employer, prior to implementing the change.

Section 3: The Employer will, when possible, schedule basic workweeks so that all BUEs will have two (2) consecutive off days.

Section 4: The Parties recognize three (3) shifts as follows:

	Lunch Period	Shifts
1st Shift	30 minute lunch period	0700-1530
2nd Shift	15 minute lunch period	1530-2345
3rd Shift	None	2300-0700 (if applicable)

Section 5: The Parties agree that the Employer may, having a justifiable or compelling need, temporarily stagger the above start/stop times of BUEs as necessary (i.e. mission need, or such things as matters concerning national security). Nothing shall be construed as imposing an obligation to alter start/stop times of shifts for the sake of

consistency, where the concern is minimal, or non-existent. The Employer agrees to provide the Union opportunity to offer input on the effect of such actions on BUEs; however, the Employer retains the right of assignment. When a shift includes parts of two (2) calendar days, the shift will be known by the calendar day on which it begins. There will be no scheduled lunch period on 3rd shift. Employees will be permitted to eat lunch on the job, when it is possible to do so without leaving their assigned work areas.

Section 6: When a continuous second or third shift is instituted, it is agreed that the normal second or third shift tour for the Unit shall be four (4) weeks. However, there may be times when BUEs may be asked/assigned to a shift for lesser/greater periods of time to meet workload schedules or requirements. It is agreed that deviations for these reasons may be made through collaboration between the appropriate supervisor and the steward. Nothing in this section shall be interpreted as authority or permission to effect changes on other than DLA Aviation/Distribution organizational elements.

Section 7: Assignment to a second or third shift tour shall be made by DLA Aviation/Distribution organizational element and job rating (required skills) from amongst employees assigned to the 1st shift only. Selection of such employees shall be made in accordance with the following procedures, except as provided otherwise in this Agreement.

a. Employees within the appropriate job rating (required skills), who volunteer for the change

b. Rotating such changes among employees in order of their appearance on the organizational element roster by job rating (required skills)

c. Mandatorily assigning based on appearance on the organizational element roster by job rating (required skills).

All volunteers to fill required billets will be utilized first. In the event there are not enough volunteers, employees will be mandatorily

assigned from the organizational element roster by trade and job rating (required skills). Initially, when a new second or third shift is being established, and there are more volunteers than needed, employees shall be placed on second or third shift by service computation date (SCD). Employees with the earliest SCD are selected in that order in the organizational elements involved. Once a second or third shift is established in a particular organizational element and the Employer needs to increase the numbers of employees on a shift, organizational element employees on the Overtime and Shift Assignment Record, A/D-12, (Appendix A) and Overtime Assignments roster, A/D-8, (Appendix B) will be asked to volunteer one at a time by the appearance of names, top to bottom. If there are insufficient volunteers to fill the identified vacancies, mandatory assignments shall be made by appearance of names, rotating mandatory assignments on the organizational element roster until every employee has been assigned, then repeating the process. Once the vacancies are filled, the last person mandatorily assigned shall be indicated. The tours of duty shall not be disturbed, except for the following:

a. Request from employee;

b. Mutual agreement between the Employer and the Union;

c. Performance is less than fully successful;

d. Leave issues of a continuous or progressive nature;

e. Services are no longer needed; or

f. Uniquely qualified employee required on another shift (the qualified employee with the least amount of continuous time on the second or third shift will be moved).

It is understood that volunteering to accept a second or third shift tour of duty does not exempt an employee when it becomes his/her turn for mandatory assignment. The assignments shall rotate by names on the

organizational Overtime Assignments roster. The Employer may bypass an employee, who volunteers, or is next to be assigned, in order to meet the need for a particular skill level. Separate records will be kept of all employees assigned to a second or third shift tour in order to assure compliance, and will be made available to the Union upon request.

Section 8: Exceptions to the above procedure may be made based on the following:

a. By mutual agreement between the appropriate supervisor and union steward;

b. Organizational elements with reasonably equal skill levels and organizational elements that rotate from day to second or third shift on a regular basis will first utilize volunteers for the second or third shift to the maximum extent practicable;

c. When the character of the work dictates the assignment of specific employees having special skills or training; or

d. When necessary to give an employee formal training that cannot be reasonably obtained on the second or third shift.

Section 9: In cases of interrupted or suspended operations, affected employees who cannot be assigned to other work shall be placed on excused absence, suffering no loss of leave or pay, when neither a 24-hour's notice, nor notice prior to the end of the preceding shift was given. In such situation, the Employer agrees to assign employees to work as available to allow them to remain on duty. Declination of available work, will require employee to request annual leave, if available, or request leave without pay. Employees will not be forced to request leave to avoid excusing said employee without charge to leave. If and when inclement weather conditions occur, the Employer agrees to comply with all safety regulations and requirements.

Section 10: BUEs required to work on Sundays as a part of their basic workweek will receive premium pay. Employees required to work in excess of a regularly scheduled work day will be compensated in accordance with applicable overtime regulations.

Section 11: Employees in a non-work status for a majority of a second or third shift tour assignment, or change in the basic workweek, will be considered last in the organizational element and job rating assignment. Upon return to duty, by-passed employees will be considered first, prior to other employees, for future second or third shift assignments, or basic workweek changes.

Section 12: The Employer agrees to maintain accurate records of all shift tours worked and declined at the organizational element level. Rosters may be reviewed on a continuing basis by the Steward and Supervisor, as necessary.

Section 13: Shift hours may be changed under the following circumstances:

a. To allow participation in grievance appeals, disciplinary and other official hearings, investigations, and training.

b. When the proposed change is predicated on the employees' written request, and the basis of the request is of a nature that would impose a serious imposition on the employee should it be denied, i.e. participation in military reserve activities, scheduled civic affairs where the employee participates in an official capacity, etc.

c. Employees assigned to 2nd and 3rd shift will come from the 1st shift. When a 2nd or 3rd shift is reduced in numbers, it will be done by reassigning the employee(s) with the least amount of unbroken time on the 2nd or 3rd shift to the 1st shift.

d. In organizational elements where conditions exist that require the suspension of 1st shift, the 2nd shift will be considered the

primary shift and staffing will be established from the primary shift.

e. When an employee is moved from a shift, the employee shall have the right to return to the shift from which they were removed. If the need for re-staffing the shift occurs again during the life of this Agreement, the Parties agree that the employee with the greatest amount of unbroken 2nd or 3rd shift duty shall be the first to return to their initial shift, provided they possess the required skills level.

Section 14: It is understood that each employee shall be at his/her job site, ready and willing to work, at the scheduled starting time of his/her shift and the conclusion of his/her lunch period. If an employee is required by the Employer to perform work before or after his/her regular shift hours, he/she shall be compensated at the appropriate rate of pay. It is further understood that if an employee is directed by the Employer to report to a designated location prior to the scheduled start of his/her shift, such time will be considered compensable at the appropriate rate of pay.

Section 15: When administrative leave is authorized by the Employer, due to the breakdown of equipment, extreme weather conditions, acts of God, or other emergency situations without advance notice, all affected employees in a duty status shall be excused in accordance with applicable regulations and local instructions.

Section 16: The Employer and the Union agree that BUEs shall be allowed reasonable time for clean-up and stowage of government equipment. Supervisors shall be responsible for insuring the provisions of this section are administered in an equitable manner. While it is not intended by the Parties that this section be construed as a right of all BUEs, it is intended that BUEs be allowed such clean-up time, where it is necessary. In addition thereto, supervisors will permit reasonable clean-up time to BUEs at any time such employee is subjected to materials or other substances which create a potential hazard or unusually discomforting condition.

ARTICLE 9

OVERTIME (NON-EXEMPT EMPLOYEES)

Section 1: Overtime work shall be paid at the appropriate overtime rates for non-exempt employees in accordance with the current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled.

Section 2: The Employer agrees that overtime shall be distributed in a manner that all employees assigned to the organizational element have reasonable opportunities to participate within their shift, organizational element, and grade/job series. Volunteer BUEs on the same shift, in the same organizational element, and grade/job series will be offered opportunities by the appearance of names on the Overtime Assignments roster, A/D-8 (Appendix B), until the overtime requirements are met. Mandatory assignments of BUEs to work overtime will be made based on earned hours with those with the least number of hours being mandatorily assigned first and those with equal hours being mandatorily assigned based on appearance of names, only after exhausting the procedure mutually agreed to by utilizing the A/D-8. The Union Steward and first line Supervisor shall review the overtime records at the conclusion of each month for accuracy and a formal detailed review shall be conducted semi-annually (July and January).

At the beginning of each new calendar year the Supervisor will drop to zero the total for the employee or group of employees on the same shift, in the same organizational element, and grade/job series with the lowest total of earned overtime hours. All other employees of the same grade on the roster will have their individual earned overtime hours reduced by the total of the hours dropped from the employee(s) with the lowest number of hours (e.g. Employee one has 10 hours, employee two has 20 hours, and employee three has 30 hours. With the new calendar year, employee one has zero (0), employee two has 10 and employee three has 20.) Newly hired employees, transfers, etc. are added to the bottom of the list and receive the average number of overtime hours earned. It is agreed and understood that the following situations may result in temporary deviations in overtime assignments:

a. Employees must be qualified and physically able to perform the overtime assignment in an efficient manner, thereby capable of completing the work with reasonable indoctrination or instructions.

b. Employees working on jobs of short duration that extends into overtime situations where continuity is essential to the job. The Employer retains the right to keep the same employees on jobs of short duration unexpectedly given high priority, or delayed through no fault of the Employer. It is not intended that continuity of the job be used as a means for deviations in overtime rotation, where the work could be assumed without undue delay by another employee next in rotation or with less earned overtime hours.

c. Employees assigned to overtime requiring special skills, or qualifications, as used in this context, are defined as skills acquired as a result of special training or schooling not readily transmissible to other employees within the same job series. When special skill situations create continuing earned overtime imbalances, the Employer will give consideration to training other employees to insure special skills or lack of qualifications do not continuously affect the equitable distribution of overtime adversely.

Section 3: When the Employer determines overtime is required, the Employer shall first consider employees currently assigned to the organizational element and shift for the scheduled overtime. The Employer shall then consider other employees in different job series with DLA Aviation/Distribution who have the necessary skills to complete the mission. In such cases, the Employer shall follow the same procedures previously described in Section 2. Exceptions to the above procedures shall only be when special skills or abilities are not possessed by an employee assigned to the affected organizational element. Such exceptions shall be discussed in advance with the Steward and the first line Supervisor as provided in Section 8 of this Article.

Section 4: It is mutually agreed that overtime assignments shall be first made to employees working on the shift on which the overtime need arises. Nothing herein shall be construed as requiring the Employer to notify or assign employees in the same organizational element, but on a different shift, to perform overtime on shift other than the current shift to which the employee is assigned.

Section 5: The Employer may, upon request, relieve an employee from an overtime assignment. Whenever the next qualified employee in the organizational element on the overtime list is selected to replace/relieve employees who have declined an overtime assignment, the Supervisor may seek qualified volunteers from either the same or other organizational elements. The Employer will give appropriate consideration to employees in those cases where an unreasonable inconvenience to the employee would exist. All earned overtime shall be maintained cumulatively and continuously throughout the calendar year and must appear as overtime earned on the overtime posting. When an employee is properly scheduled and informed in advance of overtime work on a non-scheduled workday and fails to report, disciplinary action may be taken as a result of the unauthorized absence. Only records of the number of overtime hours earned will be maintained on the primary organizational roster. The overtime posting form shall indicate earned hours, accepts and declines as well as mandatory assignments in instances when there are an insufficient number of volunteers.

No employee shall be denied the opportunity to work overtime in accordance with Section 2 of this Article, for exercising his/her right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. Nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned, unless he is in a work status during his shift immediately preceding the overtime assignment. For example, if assignment is made on Thursday for overtime to be worked on Saturday, the employee must be in a work status on either Thursday or Friday, but not both. When an employee is assigned to work scheduled overtime, and is absent on the day

preceding the overtime without advanced approval, and does not notify his supervisor by phone normally within two (2) hours, but not later than three (3) hours after the beginning of the shift, that he/she will be present for the overtime, his/her overtime will be canceled, he/she will be charged with a declination and another employee will be assigned.

Section 6: The Employer agrees to maintain accurate records of earned overtime in the organizational element, which will be available to the Union Steward on request. Overtime records will be reviewed and posted on a continuing basis by the organizational element Supervisor. Earned overtime hours shall be zeroed out at the beginning of each leave year. Closed out records will be maintained in accordance with the federal Records Retention Guide. All entries on the overtime record will be made in ink, erasures, tape, whiteout, etc., are not authorized. All changes will be lined through, initialed and identified by an asterisk, which indicates a notation on the back. Notations on the back of the overtime record will explain errors or improper entries. The Supervisor of the organizational element is responsible for properly maintaining earned overtime records.

Section 7: Employees in the same trade, grade, organizational element, and shift will be asked to volunteer by the appearance of names on the overtime record (A/D 5330/12). All organizational element Supervisors will post a list of employees assigned to work overtime by series. This list (A/D 5330/8) shall be posted in a location mutually acceptable to the Supervisor and the Steward.

Section 8: If employees are to be by-passed for reasons of special skills, continuity will be timely discussed with the Steward by the Supervisor. The reasons may include such things as special skills, continuity, qualifications, or physical requirements. Employees have the obligation to raise issues concerning overtime with the first line Supervisor no later than three (3) hour prior to the end of the shift, before the overtime is to be worked. Failure of the employee to pursue this matter as outlined above will negate the right of the employee to grieve this matter. Supervisors have the responsibility to ensure that overtime is properly distributed.

Section 9: Employees shall be permitted to eat while in a pay status during overtime assignments that extend more than two (2) hours beyond the normal work day, provided such activity does not interrupt or suspend the work effort.

ARTICLE 10

ANNUAL LEAVE

Section 1: Employees shall earn annual leave in accordance with applicable regulations. Employees shall request leave using form OPM-71, Application for Leave. Approval of an employee's request for accrued annual leave shall be granted in a fair and impartial basis to the maximum extent possible, consistent with need for the employee's services during the requested leave period.

Section 2: Employees submitting requests to the immediate supervisor for incidental leave in advance shall be promptly advised as to the disposition of the request no later than two (2) hours prior to the end of the shift, provided the request was submitted within the first three (3) hours of the shift. An exception may be made in those cases where the leave is applied for more than (3) days in advance. In such cases, the supervisor will advise the employee of the disposition of the leave request as soon as practical, but no later than three (3) work days prior to the date the requested leave is to be taken. When an annual leave request is disapproved, the specific reasons for disapproval will be provided in writing on the leave form to the employee.

Section 3: Employees who experience unforeseen circumstances (emergencies) will notify the immediate supervisor, or designee, as soon as practical after the beginning of their scheduled work shift, which is normally within 2 hours, but no later than 3 hours. Such requests will be made by phone and will include the employee's name, organizational element designation, reason for absence, and estimated duration of absence. Absences beyond the initial estimated duration will also be requested. Leave requests for emergency reasons will be approved or disapproved upon receiving an explanation for the absence. The supervisor will initially record the requested type of accrued leave, if available, or leave without pay (LWOP). However, the supervisor may later change and/or disapprove the leave. Approval or disapproval of such requests submitted to the immediate supervisor on an OPM-71, Application for Leave, will be made known to the employee as soon as a decision is made.

Section 4: Annual leave requests of five (5) work days or more and leave around federal holidays shall be submitted to the supervisor prior to 30 April by employees with sufficient leave due and/or accrued will be approved. In the event a conflict arises as to choice of vacation periods, the supervisor will meet with the employees involved in an effort to reach a solution. In an attempt to resolve conflicts, the supervisor shall approve/disapprove leave requests of employees reporting to the same supervisor with the same job series on a fair and equitable basis. The amount of excess leave (use or lose) of the employees may be considered. The conflict may be resolved in favor of the employee with earliest SCD. Employees requesting annual leave before 30 April will be notified of the disposition of the request by15 May, or the first workday following. Employees may change the dates of his/her leave request; however, it may be disapproved, if it conflicts with previously approved leave. If unexpected annual leave is requested after 15 May, the supervisor will make every attempt to accommodate the request, consistent with workload requirements and established vacation schedules. In the event a subsequent shutdown or reduction of operations requires a change in approved leave, employees shall reschedule their leave requests. Approval will be subject to workload requirements.

Section 5: The Employer will announce any planned shutdown or reduction of operations as far in advance as practicable. During any period of shutdown or reduced operations, consideration will be given to assigning available work to employees with low annual leave balances.

Section 6: Employees who have accumulated use or lose leave may be counseled in regard to scheduling such excess leave.

Section 7: The Employer agrees that notification to employees and the Union shall be made by e-mail, memorandum, or other accepted means of communication for reduced operations and/or plant shutdowns.

Section 8: When available, employees may be assigned to other work during their regular shift. If work is unavailable due to unforeseen

circumstances, the appropriate leave, including administrative leave, will be granted.

Section 9: When it becomes necessary that employees be assigned other work, employees may be assigned to such work as the Employer has available.

Section 10: In the event a liberal leave policy is in effect at the time, the supervisor shall administer leave requests in accordance with the policy.

Section 11: Employee requests for annual leave on their birthday shall be approved, provided the workload permits and the employee has accrued annual leave.

Section 12: When it is determined that an emergency dismissal or closure is necessary (e.g. severe weather conditions), employees in a duty status when the Commanding Officer announces dismissal or closure time, will be excused. Employees not in a duty status and on approved leave prior to the official dismissal will remain in a leave status through the end of the approved leave period.

ARTICLE 11

SICK LEAVE

Section 1: Employees shall be granted earned sick leave in accordance with applicable statutes and regulations. The Union agrees that they will support management in seeking sick leave conservation.

Section 2: Sick leave, if requested and accrued, shall be granted to employees when they are incapacitated for the performance of their duties. When advanced planning is not possible, employees not reporting for work because of incapacitation for duty must contact his/her supervisor or the supervisor's designated representative within two (2) hours, but no later than three (3) hours after the start of his/her shift and request sick leave. The preferred method of notification is telephone. If the employee is not able to contact his or her supervisor by telephone, then he/she may use e-mail. Such notification shall not in itself be justification for approval or disapproval of sick leave. The supervisor will initially record sick leave, if available, or leave without pay (LWOP). If the request is denied, the supervisor may later change the recorded leave requested.

Section 3: Accrued sick leave shall be granted for medical, dental, or optical examination or treatment, when requested. Except for emergency treatment, sick leave for these purposes shall be to the maximum extent possible obtained in advance. All requests for sick leave will be submitted to the immediate supervisor using OPM Form71, Request for Leave or Approved Absence. Employees requesting sick leave for emergency reasons, will submit an OPM-71 within two work days after their return to duty.

Section 4: Medical Certification

a. A medical certification constitutes administratively acceptable evidence where it contains the employee's name, the date(s) of the employee's absence, the signature of the medical provider who treated the employee, and a statement that the employee

either received treatment or was unable to work during the stated period of absence.

b. It is a policy of DLA Aviation/Distribution Cherry Point that an employee shall not be required to furnish a medical certificate to substantiate sick leave absences of three (3) days or less (unless under a Letter of Requirement). Any absence greater than three (3) days will require medical documentation upon return to duty. However, the Parties recognize that in accordance with regulations, employees may be required to furnish a medical certificate and/or administratively acceptable evidence regardless of the duration of the absence. Employees must provide a medical certificate within 15 calendar days of the date it is requested.

c. The Employer may issue a Letter of Leave Requirement to Unit employees, if it is believed that the employee's absences show patterns of possible abuse of sick leave privileges during the previous 12 month period. Occurrences within the previous 12 month period that are unsupported by a medical certificate, established patterns of sick leave usage in conjunction with weekends, holidays, inclement weather, and disapproved annual leave are some examples that may trigger the issuance of the letter. Further, any absence due to alleged illness where the Employer has evidence that the employee was not sick will be justification for issuance of a Letter of Requirement in addition to appropriate disciplinary action.

d. When the Employer counsels an employee with respect to the use of sick leave, such counseling should address occurrences within the previous 12-month period. The employee will be given an opportunity to present any evidence that might support his/her contention that there is no abuse of sick leave privileges. The Employer will give consideration to any evidence presented by the employee. The Employer will prepare a written record of the counseling and provide two copies to the employee. The counseling will not be filed in the employee's official personnel file. An employee may request after six months duration that a review of the counseling occur and if deemed appropriate by the

reviewing Supervisor, the counseling may be removed. At least annually, the Employer will review the sick leave record of employees counseled. Should a review indicate no evidence of sick leave abuse during the review period, the employee will be notified in writing that the counseling is removed.

e. The Letter of Leave Requirement will provide written notice to the employee that he/she must furnish a medical certificate for each absence claimed due to illness. Such written notice will not be filed in the employee's official personnel file. An employee under such requirement may request after six months duration that a review of the sick leave usage occur and if deemed appropriate by the reviewing Supervisor the Letter of Leave Requirement may be removed. At least annually, the Employer will review the sick leave record of employees required to furnish medical certificates under Letters of Leave Requirement. Should a review indicate no evidence of sick leave abuse during the review period, the employee will be notified in writing that the Letter of Requirement is canceled. Absences covered by a medical certificate will not be considered as abuse of sick leave privileges under either of the above situations, unless the Employer has specific evidence, which contradicts the medical statements.

<u>Section 5</u>: Employees sent home sick by the Occupational Health Physician shall not be required to furnish a medical certificate to substantiate such sick leave unless the absence exceeds three (3) continuous days.

<u>Section 6</u>: Upon submission of an Application for Leave (OPM-71) and medical certification, employees incapacitated for duty due to serious illness, or disability, may be advanced sick leave, not to exceed thirty (30) days in a leave year, provided:

a. Employee is serving under a career or career-conditional appointment;

b. Employee has completed a minimum of one (1) year continuous federal service;

c. Has no accrued sick leave;

d. Medical documentation indicates employee will be able to return to duty and perform full duties;

e. There is reason to believe the employee will return to work and will remain employed after his return to duty long enough to repay the advance of sick leave; and

f. The employee does not have a current Letter of Requirement for leave abuse.

ARTICLE 12

LEAVE WITHOUT PAY

Section 1: The Employer will make a reasonable effort to authorize leave-without-pay (LWOP) to BUEs, when the LWOP is requested in writing on OPM Form 71with reasons specified, and the absence is feasible and consistent with workload requirements.

Section 2: Employees returning to duty from approved leave will be granted such rights, privileges, and seniority to which they are entitled in accordance with applicable statutes and regulations.

ARTICLE 13

HOLIDAYS

Section 1: Employees shall be notified of the requirement to work holidays in accordance with the notification procedures for overtime work (Article 9). The Union will be notified of the reasons for working the holiday, when the Employer contemplates working a holiday. The Employer will give due consideration to other feasible alternatives offered by the Union.

Section 2: Employees working on holidays designated by federal statute or executive order shall receive appropriate compensation to include any applicable differentials. In accordance with 5 USC 5546, employees working on a federal holiday that occur within their administrative workweek shall be compensated at a rate double to their normal hourly earnings, provided the work is not in excess of eight hours, or overtime work as defined by 5 USC 5542(a).

ARTICLE 14

TRAVEL

Section 1: Employees required to travel in the course of their duties shall be compensated in accordance with and as provided by applicable Department of Defense Civilian Personnel Joint Travel Regulations (JTR).

Section 2: Employees on authorized travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. Unnecessary or unjustified excessive costs, circuitous routes, delays, or luxury accommodations are not considered acceptable as the application of prudence by the employee.

a. Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees), as well as travel or transportation expenses, shall be in accordance with the provisions of the JTR. The Employer will provide training on the use of the Defense Travel System (DTS) and provide technical assistance, as needed.

b. Except for emergency situations, as determined by the approving official, temporary duty (TDY) travel orders shall be issued in sufficient time prior to the departure on TDY so as to permit the employee to make orderly arrangements for obtaining transportation requests and authorized advance for travel expenses. The Travel and Transportation Reform Act of 1998, (Public Law 105-264) imposes the requirement that official travel will be charged on the GTCC and that the Employer must have certain procedures in place regarding travel. The GTCC is an Employer tool to be used in carrying out official travel. It is a government-issued card for official business only and is not a personal credit card of the employee. Infrequent travelers (no more than twice a year) are exempt from using the GTCC. The Employer will publish information on its web page that explains the purpose of the travel card, its proper uses and answers

common questions about using the card. Employees will normally not be required to use their personal credit cards or advance their personal funds for government business. The Parties understand that it is the Employer's policy that the government-sponsored travel card (GTCC) is used by all employees for expenses arising from official government travel, unless otherwise exempt.

c. Credit card debts will be paid by split disbursement with the government forwarding the amount indicated by the employee on the voucher directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging, transportation and rental car expenses. Any amount of reimbursement due in excess of that paid to the card issuer will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the government's remittance to the card issuer under the split disbursement process.

d. Upon completion of travel in accordance with Financial Management regulations, employees must file timely travel claims within five (5) work days of return to the permanent duty station.

e. The employer will contact the employee in the event an account becomes 45 days delinquent. The employee will be notified in writing by e-mail when available of his/her due process. Should the Employer decide to lower the amount of credit available to a travel card holder, the employee will be informed of the change 30 days in advance.

f. Employees may have a Union representative during conversations and meetings regarding disputes involving the GTCC. These meetings may be in person or by teleconference. Unresolved disputes may be addressed using the negotiated grievance Procedure.

Section 3: Employees will be provided a reasonable rest period upon return from TDY. When an employee returns from TDY between midnight and 0600, due to circumstances beyond their control, the Employer will to the extent possible grant such employee(s) excused absence to provide for a reasonable rest period prior to the employee's return to duty.

a. The approving official (AO) shall determine the mode of transportation which is most advantageous to the government.

b. If approving official determines an automobile is required for travel, a government-owned or leased automobile shall be used whenever it is reasonably available. The use of a privately owned vehicle (POV) may be authorized only where or when it is more advantageous to the government or for the convenience of the government.

c. When an employee elects to travel by a method of transportation other than that officially authorized, reimbursement to the employee shall be limited to the cost of a constructive basis that would have been incurred by the government for the officially approved mode of transportation or the actual cost incurred by the employee, whichever is less.

Section 4: Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate office for processing. The employee shall be permitted to resolve any matters concerning financial reimbursement during his/her regularly scheduled work hours without loss of pay or charge to leave. In the event the authorizing official is not available to act on a travel voucher within a reasonable amount of time, the Employer will designate another official to review and act on the voucher.

ARTICLE 15

PERFORMANCE EVALUATION

Section 1: Periodic observation and evaluation of performance, accompanied by discussions, should serve to increase understanding between supervisors and subordinate employees regarding performance.

a. Each employee’s performance plan will be recorded on DLA Form 46A, Position Performance Plan. The Employer will prepare and use written performance plans to evaluate the work of subordinates. Performance plans will be applied to an employee in a fair and objective manner. Upon request, the Employer will provide the Union existing production records to substantiate that the application of the performance standards is based on a fair and objective review of actual production, if such production records are applicable and available. The requested data must be relevant and for the purpose of carrying out representational duties.

b. Performance plans must be current and derived from the duties and responsibilities of the position and be reasonably attainable.

c. Employees will be given the opportunity to participate in the initial development and substantial revision of performance plans for their positions. Employees may suggest changes to their performance plans during the rating cycle.

d. Supervisors will keep employees informed periodically of their performance, and must provide them with counseling and training necessary to be fully productive.

e. Performance ratings will be one of the bases for decisions regarding employee training, awards, reassignments, promotions, within-grade increases and quality increases, retention, reductions in grade, and removals from the federal service. Employees whose performance falls below the fully successful level will be given the opportunity to improve.

f. Employees who serve as representatives or officials of labor organizations will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions.

Section 2: Supervisors will ensure that performance plans are prepared, revised, as necessary, and kept current. Performance plans will set forth the criteria by which work will be measured for each critical element. Employees will be encouraged to participate in the initial development of performance plans for their positions and may make suggestions to their supervisor concerning changes thereto during the rating cycle. Any substantial change to or revision of performance plans will be discussed with both the Union and the concerned employees, and their comments will be considered prior to the plan becoming official.

a. An employee will be provided a copy of the performance plan for his/her positions at the beginning of each appraisal period, upon initial entry into the positions, and when a new or revised performance plan is established.

b. When a new or substantially revised performance plan is prepared, copies of the draft plan will be provided to the employee(s) and the Union. While the content of the performance plans is the exclusive determination of the Employer, the Employer will give consideration to any comments received from the employee or Union prior to the performance plan(s) being finalized and implemented provided they are received within 5 work days. An employee’s initials or signature does not imply agreement with the performance plan.

Section 3: Performance appraisal is a continuous process involving periodic discussions between the supervisor and employee (at least twice per year, one mid-period discussion and a summary discussion at the end of the appraisal period or when performance is rated). Every effort should be made to assure that employees understand the performance plan for their positions, as well as the extent to which their performance meets standards. Employees, at their request, will receive clarification of any aspect of their plan which is not clear. When an employee’s

performance falls below the Fully Successful level, the employee will be counseled regarding his/her performance and the consequences that may result such as potential denial of within-grade increase, inability to be considered for merit promotion and loss of reduction-in-force (RIF) retention standing.

Section 4: Each employee's performance should be discussed at the time a rating is given. If an employee is temporarily unavailable for this discussion, the supervisor should delay forwarding the completed rating to the servicing Human Resources Office, until the employee is available unless the absence is expected to last for more than 30 days.

Section 5: The fixed performance appraisal period for employees covered by this Article begins on January 1 and ends on December 31 each year. Except when necessary to extend the performance appraisal period, performance ratings will be prepared by February 15th each year. Ratings will be based on at least 90 calendar days working under a performance plan and the appraising supervisor. When an employee changes from one position to another, but has served 90 calendar days in the former assignment, the losing supervisor will prepare and forward an appraisal to the gaining supervisor. To the extent that it is applicable, the appraisal will be considered when the employee's performance is rated at the end of the appraisal period. When a position change occurs during the last 90 days of the appraisal period and the employee is otherwise eligible for a rating, a performance rating will be prepared. Ratings thus prepared will become the rating of record for the appraisal period.

Section 6: An employee who has been on long-term training or other lengthy absence from duty, or for other reasons has not completed the minimum 90 days of work necessary for a rating at the end of the appraisal period, will have the appraisal period extended for a period of time necessary to provide the minimum 90 days required for a rating under a performance plan for a appraising supervisor. A rating will be rendered at the end of the extended period. The former rating of record will continue in effect until the new rating is prepared, reviewed, and approved.

Section 7: When a temporary promotion or a reassignment NTE (not-to-exceed) is processed and the assignment lasts more than 9 months, the gaining supervisor will provide the employee's annual official performance rating. In addition, the gaining supervisor must also ensure that an appropriate performance plan exists for the position.

Section 8: When a performance rating is prepared, each critical element will be rated as Fully Successful, Minimally Acceptable, or Unacceptable, unless the employee has not had sufficient opportunity to demonstrate performance on an element(s). In this event, the critical element should be annotated as un-ratable and should not be considered in determining the summary rating. If performance fails to completely meet the Minimally Acceptable level, performance for that element should be rated Unacceptable. The summary rating will be determined as provided on DLA Form 46, Performance Rating. Employees who have been determined to be Fully Successful will be issued a certificate in lieu of the DLA Form 46.

Section 9: The appraising supervisor will provide a copy of the completed performance rating (DLA Form 46) to the employee, discuss its contents, the employee's performance, and obtain the employee's signature. The employee's signature verifies that the rating has been received and discussed and does not imply agreement. A space is available for the employee to also comment on the form. When the Fully Successful certificate is used, the employee may write comments on the back of the form.

Section 10: When an employee has been informed that performance is below the Fully Successful level, the Employer will promptly initiate efforts to help the employee overcome the deficiencies.

Section 11: Generally, employees will receive only one performance rating per year. This rating will reflect the employee's performance for the prior calendar year. Employees will receive this rating by February 15th of each year. However, performance may be rerated when performance in one or more critical elements has become Unacceptable. Performance must be rated when the "rating of record" does not agree

with the decision to grant, or withhold, a within-grade increase. Normally, supervisors will counsel employees about performance deficiencies that may result in a denial of a within-grade increase in advance of the due date (60 days, when practicable), to allow them the opportunity to improve performance to the Fully Successful level.

Section 12: A rerating may not take place until the employee has completed a minimum of 90 calendar days working in the job under an appraising supervisor, and at least 90 calendar days have elapsed since the previous rating. It is not necessary to rerate an employee at the end of a warning period in order to take an appropriate performance-based personnel action.

Section 13: When a detail, temporary promotion, or reassignment NTE (not-to-exceed) within DLA is expected to last 120 days or more, the employee will be furnished with a copy of the performance plan for the position. Upon completion of a detail, temporary promotion, or reassignment NTE lasting 120 days or more, the employee will receive a performance rating. If the temporary action lasted more than nine (9) months, such a rating is for information only and does not become the rating of record. It will be considered to the extent that it is applicable to the employee's regular position at the end of the appraisal period.

Section 14: During the one-year probationary period required after competitive appointment, a new employee will be appraised to determine whether performance warrants retention in the federal service. The Employer will evaluate a probationary employee's performance not later than the 10th month of the probationary period. A written evaluation and recommendation must be submitted on whether or not the employee should be retained. This probationary period evaluation does not take the place of the annual performance rating.

Section 15: An employee's performance will govern the decision to grant or withhold a within-grade increase. General Schedule (GS) employees must be performing at "an acceptable level of competence." An acceptable level of competence equates to a rating of record at the Fully Successful level. Employees covered by the Federal Wage System

must perform at a "satisfactory" level. A satisfactory rating equates to a rating of record at the Fully Successful level The most recent rating of record must agree with the decision to grant or withhold a within-grade increase. The effective date for a performance rating will be the date it is put on record in the servicing Human Resources office. In the event the Employer is conducting a Reduction-in-Force (RIF), the Employer will ensure that all performance ratings are entered into the Defense Civilian Personnel Data System (DCPDS), prior to generating a retention register.

Section 16: Employees are expected to seek informal resolution of disagreements with their supervisors concerning performance ratings. A grievance may be filed only after a rating has been completed and communicated to the employee. Only allegations of incorrect determinations of individual critical elements may be grieved.

Section 17: When performance is considered by management to be at or below the Minimally Acceptable level for non-probationary employees, the following action will be taken:

a. Minimally Acceptable performance: The supervisor will counsel the employee concerning the performance deficiencies, specifically identify areas of performance below the Fully Successful level, explain what must be done to improve, and suggest ways to make improvements.

b. Unacceptable Performance. If performance is considered to be at the Unacceptable level in one or more critical elements after counseling and assistance, a letter of warning will be issued to the employee. The letter will state that performance is considered to be Unacceptable, establish a period (normally a minimum of 90 days), during which the employee will be expected to attain the Fully Successful level in the deficient element(s), and generally include the following:

1. Identify each critical element in which performance is Unacceptable and provide description of the deficient work activities.

2. Describe specifically the performance required to overcome the deficiencies.

3. State the resulting personnel action (reassignment, demotion, or removal) if performance is not improved to the Fully Successful level.

c. Performance Improvement Plan The written performance plan must form the basis for the requirements of the letter of warning. Periodically, the employer will engage in consultation with the employee, noting where improvements have been made and where they have not. A written record of each such session showing the date, nature of assistance and advice, and how the employee is progressing should be maintained. If an annual performance rating becomes due during the warning period, the rating will be deferred (extended) until the end of the period and the employee will be so notified.

d. If during, or at the end of the warning period, performance has improved to the Fully Successful level, the letter of warning will be canceled and the employee informed. If performance has only improved to the Minimally Acceptable Level at the end of the warning period, the employee may be reassigned. If not reassigned, management should continue efforts to assist the employee to reach the Fully Successful level. If performance is Unacceptable in one or more critical elements at the end of the warning period, the employee must be either reassigned or demoted to a position where management believes he/she could perform all critical elements at the Fully Successful level, or must be removed from the federal service.

Section 18: An employee may be reassigned, demoted, or removed from the federal service because of Unacceptable performance in one or more critical job elements. A decision for such action may only be based on instances of

unacceptable performance occurring within a 12-month period. When proposing demotions and removals, the following procedures will be followed:

a. Employee will be advised of the right to representation and given a minimum 30 calendar-day advanced notice.

b. Employee will be allowed a reasonable amount of official time to prepare and present a reply to the proposed action.

c. The employee's appeal rights will be included in the decision.

ARTICLE 16

REDUCTION IN FORCE

Section 1: This Article shall be interpreted to conform to 5 CFR Part 351. A "reduction-in-force" (RIF) occurs when the Employer releases an employee from his/her competitive level position by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, due to a lack of work or funds, reorganization, change to lower grade, based on reclassification due to an erosion of duties when the action will take place after the Agency has formally announced a RIF in the employee's competitive area, and when the RIF will take effect within 180 days, or when the need to make a place for a person exercising reemployment rights requires the Employer to release the employee. RIF procedures do not apply to the return of an employee to his/her regular position following a temporary promotion or to the release of a reemployed annuitant.

Section 2: The Employer and the Union share a mutual interest in assisting employees who are adversely affected by RIF. The parties agree that placement efforts are a priority. The Agency will assign displaced employees in accordance with the provisions of 5 CFR Part 351.

In accordance with applicable laws, rules, and regulations and any existing vacancy that the Employer elects to fill will be utilized to place employees in continuing positions that otherwise would be separated from the service. The Employer will support employee job search efforts and will approve employee use of annual leave for this purpose, workload permitting. To the extent practicable, the Employer will provide job education and re-training programs such as resume counseling, lectures, professional conferences, and workshops, etc., during duty hours. The Employer will give consideration to reasonable amounts of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by RIF. The Employer will contact the appropriate state employment service concerning all affected employees for job placement and re-training services.

Section 3: The Employer agrees to notify the Union of pending RIF actions affecting employees of the Unit, at which time the Union may make its views and recommendations known concerning the implementation of such RIF actions.

Section 4: All career and career-conditional employees separated by RIF actions shall be placed on the Reemployment Priority List in accordance with applicable regulations in effect at the time. BUEs will be granted all reemployment priority consideration and benefits to which they are entitled through applicable regulations.

Section 5: The Employer will notify the Union of any RIF in order to negotiate appropriate arrangements for implementation of the specific RIF. The notice will be in writing and, when practicable, provided at least 90 calendar days prior to the effective date of the RIF. The notice will include the reason or the RIF, the types and estimated number of positions to be abolished, and the proposed effective date. Affected employees will be notified not less than 60 days prior to the effective date. To the extent practicable, RIF notices will be delivered in person.

Section 6: Following notification of a RIF, the Employer shall voluntarily furnish to the Union, upon request, any relevant and available documents or information concerning the RIF, subject to any Privacy Act or other statutory limitations. Any additional information not provided at that time shall be subject to a formal written request for information. The request for information must demonstrate a particularized need for the information.

Section 7: The Union shall be furnished a copy of all RIF notices issued to BUEs.

ARTICLE 17

POSITION DESCRIPTIONS

Section 1: The Wage and Classification Program shall be administered within the guidelines and authority established by the Office of Personnel Management (OPM) authority. Activities will apply to newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The Union will be notified reasonably in advance when any changes in position classification or job grading standards will impact BUEs at DLA Aviation/Distribution at Cherry Point, NC. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations. Copies of all Unit position descriptions will be provided to the Union. When a position is reclassified and it results in a change in series or grade, or when the position description is modified, the Union will be notified.

Section 2: Any employee in the Unit who feels that the principal duties of his position have changed as the result of changing work assignments shall have the right to request his supervisor to make appropriate changes to the job/position description. The employee may be accompanied by the Union in presenting his request and discussing it with his supervisor. In any event, the Union will be given the opportunity to be present at such a meeting, even though not requested. If the decision is that a change is needed, the matter is ended when the change is made. If there is disagreement as to whether or not a task or responsibility assigned should be included in the job/position description, then the matter may be grieved in accordance with the Negotiated Grievance Procedure (Article 19) and arbitrated if necessary in accordance with Article 20.

a. If there is disagreement of the activity level classification decision, the employee may request and receive an audit of his/her position description. The Classification Specialist shall explain all factors used in evaluating a position to an employee or Union representative. When an employee notifies the activity

that s/he wishes to file an appeal regarding job title, series, or grade, s/he shall be furnished, upon request, information on appeal rights and procedures in applicable regulations.

b. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

Section 3: The Employer agrees, consistent with its authority to assign work based on the needs of the organization, to assign work to BUEs consistent with the classification of the position(s) involved. Employees will be compensated on the basis of the highest level of duties assigned consistent with applicable position classification and job grading standards, procedures and regulations.

ARTICLE 18

DISCIPLINARY AND ADVERSE ACTIONS

Section 1: A "disciplinary action" is defined as a written reprimand or a suspension for 14 calendar days or less. An oral admonishment (counseling) is considered an informal corrective action.

a. An "adverse action" is defined as a removal, a demotion (reduction in grade), or as suspension of more than 14 calendar days.

b. For purposes of this Article, the term "adverse action" does not apply to the separation of an employee serving a probationary, or trial period, under an initial appointment, a suspension or removal taken in the interest of national security, an action taken under RIF procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction in grade or removal of employees based on unacceptable performance.

c. Disciplinary or adverse actions will be taken only for just and sufficient cause and in accordance with applicable laws and regulations.

d. Contingent upon the circumstances of the individual case and the need to investigate and collect information, disciplinary and adverse actions will be initiated in a reasonable period of time (generally 15 work days) after the supervisor becomes aware of the incident which is the basis for the action. The supervisor will proactively advise the employee that the action is being considered and the general basis of the action. At any investigation initiated by the Employer between an employee and an Agency official, which the employee reasonably believes may result in an adverse or disciplinary action, a Union representative shall be given the opportunity to be present upon the employee's request.

e. Oral admonishments (counseling) will normally be a matter between the employee and the supervisor. If the employee reasonably believes that the subject of the counseling may eventually result in discipline, the employee may request union representation. The supervisor will discuss the matter and any necessary corrective action within a reasonable time with the employee. The incident and necessary corrective action will be documented by the supervisor. The employee will be so advised and upon request, provided a copy of the dated documentation. Retention of oral counseling will not exceed 12 months.

Section 2: Disciplinary Actions Procedures. The Parties agree that Letters of Reprimands are subject to the Negotiated Grievance procedure and such actions do not require opportunities to respond orally and/or in writing. Any facts or supportive documents used in determining the need for issuance of the Letter of Reprimand shall be made available to the employee and/or the union upon request. When the Employer proposes to suspend an employee for 14 calendar days or less, the following procedures will be followed:

a. The employee will receive at least a seven (7) calendar-day notice.

b. The Notice will state the nature and specific reason(s) for the proposed action.

c. The Employee will receive at least seven (7) calendar days to respond orally and/or in writing to the proposed action and to any facts or supportive documents which management relied on that resulted in the proposed action. The Employee may provide to the Deciding Official any materials, testimony or documents to be considered prior to rendering a decision.

d. The Notice will inform the employee of the right to reply and the right to consult with a member of the servicing Human Resources Office regarding procedural adequacy of the proposed action.

e. The Notice will inform the employee of the right to representation.

f. The Notice will inform the employee that any request for extension of time to reply must be submitted in writing or via electronic communication, prior to the expiration of the time period initially given to reply.

g. The Employee and/or the chosen representative will receive a copy of any and all documentation used to support the action.

Section 3: The Employer will issue a written final decision to the employee, after the time for the employee's reply has elapsed. The decision letter will:

a. Indicate whether the proposed action will be effected, modified, withdrawn, or held in abeyance.

b. State the findings with respect to each charge stated in the notice of proposed action.

c. Inform the employee of his/her grievance rights.

Section 4: Reprimand Retention. A letter of reprimand will be retained for not more than 12 months unless the employee receives another disciplinary or adverse action for a similar offense within the 12-month period, in which case the reprimand will be retained for an additional 12 months, not to exceed a total duration of 24 months.

Section 5: Adverse Actions. All of the procedural requirements previously stated in Section 2 will apply for removals, demotions (reduction in grade and pay) and suspension of more than 14 calendar days, EXCEPT that the employee will receive at least 20 calendar days to respond orally and/or in writing and provide materials in support of the reply to the proposed action. The decision will not be effected in less than 30 calendar days.

Section 6: Title 5, Part 752 "Adverse Actions."

(a) Statutory Entitlements Provided in 5 USC 7513(b). An employee against whom action is proposed under this subpart is entitled to at least 30 days advance written notice, unless there is an exception as under 5 CFR § 752.404(d)(1) or (d)(2), as described below:

(d)(1) Authorizes an exception to the 30 days advance written notice when the agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension. This notice exception is commonly referred to as the "crime provision." This provision may be invoked even in the absence of judicial action. For this situation, the advanced notice period will not be less than 10 calendar days and the reply period will not be less than seven (7) calendar days.

(d)(2) The advance written notice and opportunity to answer are not required for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

Section 7: Letters of Warning and Instruction. These are not disciplinary actions and are used to clarify a procedure, issue specific instructions, or impose certain requirements in an attempt to correct a deficiency in performance or conduct. These actions must fully explain the requirements necessary to correct deficiencies and shall only be retained for a period of six (6) months unless the supervisor determines longer retention is necessary based on a continued similar deficiency. Such retention shall not exceed more than twelve (12) months.

Section 8: Security Clearance Investigations. Security clearance investigations are conducted to determine eligibility for security clearances and suitability for federal service. Employees affected by security clearance decisions will be provided their due process rights in writing.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1: The parties agree that every effort will be made to resolve conflicts without resorting to adversarial approaches during the informal discussions of the matter that brought about the concern.

Section 2: A grievance under this procedure is defined as any complaint; (1) by a Unit employee concerning any matter relating his/her employment (the matter must personally affect the employee); (2) by the Union concerning any matter relating to the employment of any employee; or (3) by an employee, group of employees, the Union, or the Employer concerning the effect or interpretation, breach or claim of breach, of the Collective Bargaining Agreement, or a claimed violation concerning the interpretation or application of law, rule or regulation.

Section 3: This procedure is the sole procedure for resolving disputes regarding the interpretation or application of this Agreement, policies, rules, and regulations which govern working conditions locally interpreted and applied by the Employer, with the exception of the following:

a. Proven violations related to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. Actions or matters related to national security.

d. Examination, certification, or appointment.

e. Classification of a position which does not result in the reduction in grade or pay of an employee.

f. Discrimination complaints based on race, color, sex, age, religion, national origin, or handicapping condition.

g. Employee appeals or grievances concerning reduction in force actions.

h. Termination or separation of probationary, term or temporary employees.

i. Notices of proposed disciplinary or adverse actions.

j. Letters of Caution.

k. Memorandums for the Record.

l. Grievances regarding rankings for promotion to positions outside of the Unit identified in Article 1 Section 3 of this Agreement.

m. Issues and concerns where an employee has requested to address such matters through the ADR process as described in Article 32 of this Agreement.

n. As otherwise excluded by law, regulation, or this Agreement.

Section 4: Relationship of this grievance procedure to other statutory procedures.

a. An aggrieved employee affected by a prohibited personnel practice, which also falls under the coverage of this grievance procedure, may raise the matter either under an appropriate statutory procedure, or this grievance procedure, but not both.

b. Adverse actions, which also fall under the coverage of this grievance procedure, may either be raised under the appellant procedures to the Merit Systems Protection Board (MSPB), or under this grievance procedure, but not both.

c. An employee shall be deemed to have exercised his option under this section at such time as the employee timely initiates an action under the applicable statutory procedure, timely files a notice of appeal under the applicable appellant procedure, or files a grievance in writing under this grievance procedure, whichever occurs first.

Section 5: An employee or group of employees may present their own grievances over interpretation or application of this Agreement and have them adjusted without the intervention of the exclusive representative, provided an exclusive representative has been given an opportunity to be present at the adjustment, such adjustment is not inconsistent with the Agreement, and the final decision is forwarded to the Union at the same time it is forwarded to the employee or group of employees.

Section 6: The following procedure shall be adhered in resolving grievances that pertain to the interpretation or application of the provisions of this Agreement.

Step 1: The grievance shall first be taken up orally with the immediate supervisor. The informal grievance which shall be considered the first step of the this grievance procedure must be initiated within 15 work days from the date the grievant(s) became aware of the act, or occurrence that gave rise to the grievance, except when it is reasonably established that the Employee or the Union was not aware of the circumstances that are the basis of the grievance or was prevented from presenting a timely grievance by circumstances beyond their control. In such case, the grievance must be filed within thirty (30) work days of the date of the occurrence of the matter out of which the grievance arose, or it will not be considered. The supervisor will normally provide a written response within two (2) work days, but no longer than five (5) work days, after presentation of the grievance. The supervisor will advise the employee and representative if she/he does not have authority to grant the requested relief.

Step 2: If no satisfactory settlement is reached during the initial first step the grievance shall be reduced to writing on a form mutually agreed to by the Employer and the Union. The formal grievance form shall be forwarded via the immediate supervisor to the Division Director or equivalent management representative responsible for addressing grievances at the second step within five (5) working days of the decision received at the first step. Upon receipt of the grievance the Division Director or equivalent shall either satisfy the grievance or arrange to meet and discuss the grievance within five (5) working days after receipt. The Division Director or equivalent shall render a decision in writing to the Parties concerned within seven (7) working days after he/she hears the discussion.

Step 3: Formal grievances at step three of the grievance procedure will be submitted to the Commander of the respective primary level field activity or his/her designee, with courtesy copies to the respective Chief of Staff and Human Resources office. The official receiving the grievance or his or her designated representative will meet to discuss the grievance within ten (10) working days after receipt of the formal grievance. If the supervisors, union representative, and/or grievant, are not in the same location as the official hearing the grievance, such meetings may be conducted via telephone or electronic means. Within ten (10) work days after presentation of the grievance, a written decision will be issued to the grievant and/or the Union representative. The decision will contain specific rationale and constitute the final agency decision.

a. If the Union is dissatisfied with the grievance decision, the Union may, within twenty (20) working days thereafter, make formal notification to the local Commander (or his designee) that such unresolved grievance will be submitted to impartial arbitration for a binding decision on the disposition of the grievance. Regardless of who prevails in the case the Parties shall bear the cost of Arbitration equally. In this regard, the Parties are encouraged to make every possible attempt to settle the grievance before resorting to Arbitration.

Note: Formal grievances must be signed by the grievant(s) and include the following data:

1. The name of the grievant, position title, grade, and organization;
2. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data;
3. A brief statement of the steps(s) taken to informally resolve the grievance;
4. The personal remedy sought;
5. A statement that discrimination based on race, color, religion, age, sex, or national origin is not an issue; and
6. Identification of the representative.

Section 4**:** Time limits at any step of the grievance procedure may be extended by the mutual consent of the parties. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process. If an extension is necessary, it must be requested, prior to the expiration of the indicated time frame. Failure of the grievant or the Union to observe the time limits provided for herein**,** or as mutually agreed to, may constitute a basis for termination of the grievance by the Employer. Failure on the part of the Employer to abide by the time limits may result in granting of the relief requested, as stated in the "corrective action" section of the grievance form, unless the corrective action violates a federal law, rule, or regulation.

Section 5: The Employer, upon request, shall provide the grievant and/or the Union pertinent records, regarding a grievance under this Article, subject to limitations of applicable laws and regulations. Time limits shall be held in abeyance pending management's response to a timely, written request for information by the grievant or Union.

Section 6: The following procedures will be used to adjudicate the grievances concerning performance appraisals or grievances concerning earned rankings received under the Merit Promotion Program:

a. Performance Appraisals: Employees subject to adverse action due to an Unacceptable annual performance rating, (i.e. demotion or removal), may grieve or appeal such actions in accordance with Article 19, Section 5b.

Rankings and Other Matters Related to Non-Promotion:

a. Mere non-selection for promotion cannot serve as the basis for a grievance. However, other procedural matters relating to merit promotion and under the cognizance of the DHRS Office (e.g. qualification determinations, rating for the position) may be addressed by using the following procedure after selection(s) have been announced.

b. Employee grievances concerning rankings received under the Merit Promotion Program for positions within the Unit may, at the employee's option, be initiated verbally, over the telephone or in writing, with an appropriate staffing specialist in the Human Resources Service center, within 15 calendar days of becoming aware of the action being challenged, in an attempt to informally resolve the complaint. If the complaint cannot be resolved informally, the employee may file a formal written grievance with the appropriate Human Resources Customer Accounts Manager within 15 calendar days after receipt of the response from the HR staffing specialist involved in the informal effort. In the event the employee does not elect to utilize the informal procedure described above, but desires to file a written formal grievance, the employee must serve the written grievance with the Human Resources Services within 15 calendar days after receipt of the notice (notice of referral/non referral). The grievance can be submitted by electronic mail or fax. Grievance must contain sufficient detail to identify and clarify the basis for the grievance. Upon receipt of the final Step 2 decision, BUEs may, within seven (7) calendar days of the Step 2 decision and

under this negotiated grievance procedure, proceed to the 3rd Step of the negotiated grievance procedure and submit the matter/grievance to the Director, Human Resources Services.

c. A copy of the final Agency decision will be supplied to the grievant and/or the Union within ten (10) work days after the conclusion of the grievance meeting(s). In the event the final Agency decision is not satisfactory to the employee, the Union may, at its discretion, within 20 work days of the final decision, notify the Employer of the intent to arbitrate the matter. The Parties agree to make a maximum effort to agree on an Arbitrator as set forth in Article 20.

d. The representation of employees covered by (a) and (b) above shall be the same as specified for other grievances in this article and other applicable provisions of the Agreement.

Section 7: Disputes on grievability and arbitrability will be settled through the Negotiated Grievance Procedure, including binding Arbitration

ARTICLE 20

ARBITRATION

Section 1: The parties agree to attempt to resolve disputes at the lowest possible level and that arbitration is a last resort means of resolving such disputes. The parties may use mediation as means to resolve disputes and avoid arbitration. If the parties elect mediation, the mediators will be requested from the Federal Mediation and Conciliation Service. Timeframes below will be held in abeyance until mediation has been completed.

Section 2: If the Employer and the Union fail to settle any grievance arising under Article 19 entitled "Grievance Procedure" with respect to the interpretation, application, or alleged violation of this Agreement, such dispute shall, upon written notice from the party invoking arbitration, be referred to arbitration. Such written notice must be served to the other party no later than 20 work days following receipt of the decision of the last step of the grievance procedure. It is recognized that either the Employer or the Union has the right to invoke the arbitration process with respect to the interpretation, application, or alleged violation of this Agreement.

Section 3**:** The party invoking arbitration will contact the Federal Mediation and Conciliation Service (FMCS) to request a list of potential arbitrators. After receipt of the list of names of five (5) impartial persons qualified to act as arbitrators, the parties will meet within ten (10) work days, in person, by telephone or by electronic means, to select an arbitrator. If they cannot mutually agree on one name from the list, the parties will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. The FMCS shall be immediately notified of the selection. By mutual consent, the parties may extend the ten (10) work day time frame listed above for selection of the arbitrator. If the filing party fails to meet the timeframes outlined above in Sections 2 and 3, the request for arbitration will be withdrawn and/or waived.

Section 4: The parties agree to alternate payment of filing fees, regardless of which party invokes arbitration. All other arbitration fees and expenses shall be borne equally by the Employer and the Union, provided that the Employer's share of the costs of the arbitrator's expenses does not exceed that authorized by applicable regulations; and provided that in the event arbitration hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expenses of any mutually agreed-upon services considered desirable or necessary in connection with the arbitration proceedings. If an offer of settlement is made and accepted by either party after the arbitrator's cancellation date, any expenses incurred will be borne by the party making the offer of settlement. If an offer of settlement is accepted before the arbitrator's cancellation date, any expenses incurred will be borne equally by the Employer and the Union.

Section 5: Normally, arbitration hearings shall be held during the administrative tour of duty (day shift) of the basic workweek. Employees serving as Union representatives, the grievant, and witnesses with direct knowledge of the circumstances shall be excused from duty to participate in the arbitration proceedings with no loss of pay or charge to annual leave.

Section 6: The arbitrator shall be requested to render and simultaneously serve a written decision upon both parties within 30 calendar days, after the conclusion of the hearing. The decision of the arbitrator is final and binding.

Section 7: If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on the implementation of the award, they will notify the other party within 10 work days of receipt of the award.

ARTICLE 21

EQUAL EMPLOYMENT OPPORTUNITY

Section 1: The Employer will provide employees reasonable access to regulations in the activity's possession, which describe the discrimination complaints process.

Section 2: The Employer will provide to the Union access to the Employer's MD -715 report and any approved activity Affirmative Employment Plans. Employees will also be provided reasonable access to such reports upon request.

Section 3: The Employer will allow the Union an opportunity to comment on the activity's proposed Affirmative Employment Plan, if any, and give consideration to any suggestions offered by the Union that might make that plan more successful. In this regard any comments submitted by the Union will be given appropriate consideration.

ARTICLE 22

SAFETY AND HEALTH

Section 1: The Employer will make every reasonable effort to provide and maintain a safe and healthful work environment through collaboration with the Voluntary Protection Program (VPP). In this regard, it is the Employer's intent to abide by applicable laws, rules, and regulations concerning the safety and health of employees. The Union will cooperate fully in regards to these efforts and encourage employees to work in a safe manner.

Section 2: In the course of performing their normally assigned work, Union representatives, supervisors, and employees will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the steward or the employee should report it to the immediate supervisor. If the safety matter is not settled by the immediate supervisor and the steward, the matter shall be promptly addressed as per local agency policy.

Section 3: No employee shall be required to work on or about moving or operating machines or in areas when conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. It is recognized by the Union and the Employer that there are certain jobs covered by specific regulations requiring an additional person to be present for safety purposes. The Employer agrees to comply with the intent of those specific regulations requiring an additional person to be present for such safety purposes. Should an employee find that a job to which he has been assigned is not safe or will endanger his health, he shall promptly notify his immediate supervisor. The immediate supervisor shall inspect the job and ensure that it is safe before requiring the employee to carry out the work assignment. If the immediate supervisor has any doubts concerning the safety of the job, a ruling shall be obtained from an Industrial Hygienist or Safety Specialist before proceeding. The immediate supervisor shall notify the organizational element's respective steward of all incidents where an employee is directed to resume work he feels to be unsafe.

However, it is understood that if work is to continue during the interim period, the supervisor assumes full responsibility for the safety of the employee.

Section 4: The Employer will conduct safety training and safety programs in accordance with appropriate laws, rules and regulations.

Section 5: The Employer agrees to furnish the protective clothing and safety equipment necessary for the performance of assigned work for each organizational element and/or in accordance with applicable laws and regulations. The Union may, at its discretion, recommend new personal protective equipment (PPE), and/or modifications to existing equipment for consideration. Such recommendations would normally be submitted by the Safety Network Teams, VPP Subcommittees, or by the Union Safety Representative. Such recommendations may be required as a result of ongoing efforts, by the Employer, to mitigate unsafe and unhealthful conditions throughout DLA Aviation/Distribution.

a. The Employer agrees to issue protective gear in accordance with law and regulations.

b. The Employer agrees to furnish suitable hand protection (gloves) to employees based on the nature of the work involved in accordance with applicable law and regulations.

c. The Employer agrees to provide safety shoes, when required, at least annually or when defective. The Employer also agrees to provide more than one pair of safety shoes for any employee who provides medical documentation to support such need.

d. The Employer agrees to furnish appropriate eye protection to those employees working in areas or occupations deemed hazardous by the Employer. Vouchers for frames for glasses are available through the Occupational Safety and Health Division office.

Section 6: The Employer agrees to provide the Union, on a quarterly basis starting January 1st of each calendar year, or upon request, OSHA Form 300 of all work related injuries and illnesses involving BUEs.

Section 7: The Employer agrees that all government trucks and passenger carrying vehicles that transport employees shall always be in safe driving condition and equipped with required safety equipment. No employee shall be required to ride as a passenger on any vehicle unless it is equipped with a safe seating arrangement. Cargo carrying vehicles shall not be used to transport personnel while loads are being carried unless the cargo is secured against shifting in transit and special provisions have been made for seating personnel.

Section 8: It is agreed that employees assigned to work in areas which entail health hazards to personnel involved, will be given examinations of the type and with the frequency provided by federally established safety standards. Such examinations will be conducted or arranged by the Occupational Health Physician. The Union or the employee may request additional examinations as the result of high exposure to dust, fumes, chemicals, etc., encountered during the employees' work assignments. In case of a dispute concerning the necessity, type and/or frequency of an examination, the Occupational Health Physician shall make a determination of the need for an examination, and its frequency, on the basis of an on-site inspection. With employee consent, a copy of the Occupational Health Physician's findings and decision shall be furnished to the Union upon request. Such examinations shall be at no cost to the employee and will be conducted while the employee is in a pay status.

Section 9: BUEs will support and participate in initial industrial hygiene determinations, baseline tests, industrial hygiene survey training, and periodic medical surveillance examinations offered under the medical surveillance program. The Employer will train/inform employees, current and new, of the recommendations and determinations of the industrial hygiene survey and medical surveillance program requirements in their work areas. Employees, properly notified by their supervisor, shall make every reasonable effort to attend scheduled medical surveillance appointments.

ARTICLE 23

CIVIC RESPONSIBILITIES

Section 1: In the event an employee is summoned for jury duty or jury qualification, he shall be paid at his basic rate for the time required to perform such duties. Such pay shall be limited to the time necessary, not to exceed normal work hours per day.

Section 2: If an employee is called for jury duty, he shall promptly notify the Employer in order that arrangements may be made for his absence from the Facility. The employee shall present to the Employer the summons and a signed jury card or other satisfactory evidence of the time served on such duty.

Section 3: Pursuant to guidance from the Office of Personnel Management, the Employer will grant an employee a limited amount of excused absence for voting, where the polls are not open at least 3 hours either before or after an employee's regular work hours.

Section 4: The Employer agrees that in no instance shall undue pressure be exercised on any employee to contribute to a charity to which the employee does not wish to contribute. No rights or privileges that would otherwise be extended to any BUEs will be withheld, nor will any preferential treatment be given, or reprisal, made against any employee who contributes or refrains from contributing to a charity drive.

ARTICLE 24

EMPLOYEE SERVICES

Section 1: The Employer will provide BUEs the necessary equipment and tools for the performance of assigned duties. Employees will exercise due diligence with the care and control of Agency tools.

Section 2: The Employer agrees to place the Union President on the distribution list for copies of Bulletins, and DLA Aviation/Distribution Instructions and Notices which affect BUEs' conditions of employment.

Section 3: Based on DoD policy, DLA Aviation/Distribution will allow tobacco use only in designated areas. Employees are advised of the designated tobacco use areas and times. Breaks shall be in accordance with the present DLA Aviation/Distribution at Cherry Point break policy.

Section 4: DLA Injury Compensation Office, Fort Belvoir, VA, will counsel employees regarding entitlements under 5 USC Chapter 81, Federal Employees' Compensation Act (FECA), and assist the employees in obtaining appropriate forms.

ARTICLE 25

GENERAL PROVISIONS

Section 1: The Employer agrees to furnish the Union, on a monthly basis, an up-to-date listing of all employees in the Unit. Such listing shall include the name, occupational code, series, and organizational code of each employee.

Section 2: The Union and the Employer understand that all requests for reasonable accommodation, including requests for light duty, should be processed through the respective DLA Aviation and DLA Distribution Disability Program Managers and in accordance with the DLA Procedures for Requesting Reasonable Accommodations for Individuals with Disabilities. The supervisor retains discretion to grant short-term accommodations.

Section 3: Fitness-for-duty (FFD) examinations will be conducted in accordance with applicable laws and regulations. The Employer agrees that prior to being ordered to undergo a FFD; the employee will be informed in writing of the need for the examination. The expense of the examination, when initiated by the Employer, will be paid by the Employer and the employee will be reimbursed for reasonable travel and per diem expenses incurred by the employee when undergoing such an examination. The employee may submit medical information for consideration by the Employer. Obtaining such medical information will be the responsibility of the employee at his/her own expense. Employees who are required by the Employer to travel to a federal medical facility or to a private physician for a FFD examination ordered/required by the Employer will be carried in an excused absence status.

Section 4: It is understood by the Parties that general information on retirement and/or benefit forms will be provided by the Human Resources Service. Retirement counseling services shall be provided by the Human Resources Services in accordance with DLA Aviation/ Distribution HR policy. An employee may attend Employer-sponsored

retirement training twice within five (5) years of his/her projected retirement date. Attendees must coordinate with their respective supervisors. The Employer will cover the training cost. If an employee wishes to attend a second session closer to their retirement date, s/he will be required to utilize their annual leave; however, the Employer will cover the training cost. The employee must coordinate attendance for this training with the applicable supervisor to ensure training costs are approved. The training coordinator will also ensure the training is documented as an excused absence or annual leave.

Section 5: Employees participating in the blood donor program will be considered for up to four (4) hours administrative leave on the day such donation is made, provided the donation is made during duty hours, the employee has received advanced approval from his/her supervisor, and the supervisor has determined that the employee's absence will not seriously interfere with the Employer's operations. Employees shall be granted only the time necessary to make a donation, recuperate from the donation, and the time it takes to travel to and from the donation site.

Section 6: The Employer will excuse employees from duty without charge to leave for the purpose of securing vehicle decals and/or Base motor cycle training required for entry onto the Air Station.

Section 7: The Employer will waive any collection for damage(s) to government owned equipment, including vehicles damaged in the regular performance of duty, unless such damage(s) is/are incurred as the result of willful misconduct, disobedience, or negligence on the part of the employee.

Section 8: Under the terms and conditions of this agreement, letters of caution (LOCs) and/or memos for the record (MFRs) are not considered discipline, nor are they considered a step in the discipline procedure, and therefore, are not a proper subject of the grievance procedure. However, the reasons for issuance must be justifiable. LOCs and/or MFRs may be used to indicate an employee was previously counseled for the same offense. Upon the employee's request, review will be conducted after six (6) months, starting from the date the LOC/ MFR was issued. Should a review indicate no further offense for which the MFR and/or LOC was issued, the Employer may or may not choose to

wait an additional six (6) month period. After twelve (12) months if improvement is evident the employee will be notified in writing that the action has been canceled and will be destroyed.

Section 9: Union officials shall be granted on a one-time basis, eight (8) hours "training" to receive orientation on the meaning of this Agreement. In the event a union steward is replaced, his/her successor shall be granted eight (8) hours to receive orientation on this agreement.

Section 10: The following pertains to compensatory travel:

a. For irregular or occasional travel outside the normal work hours, compensatory travel shall be granted in accordance with law, rule, and regulation.

b. Unused compensatory travel balances will be forfeited in accordance with law, rule and regulation.

c. Every consideration shall be given by the Employer to approving leave requests for compensatory travel as soon as practical.

Section 11: Telework is a voluntary program which may be authorized when an employee's officially assigned duties can be performed at an alternative location. When determined practical and requested by BUEs occupying appropriate positions, The Employer agrees, to the extent allowed under rule, regulation and law and in accordance with DLA's current instruction DLAI 7212 to encourage and permit employees in the unit to perform job assignments through Teleworking.

ARTICLE 26

BULLETIN BOARDS

Section 1: The Employer agrees to provide space on organizational bulletin boards throughout the geographical spaces where BUEs work for the exclusive use of the Union.

Section 2: The Union is responsible for posting and removing authorized material on its bulletin boards.

ARTICLE 27

PUBLICIZING THE AGREEMENT

Section 1: Within one hundred twenty (120) days following the effective date of this Agreement the Employer will reproduce and distribute a copy of this Agreement to all employees currently assigned to the Unit. As a part of their initial orientation at the organizational element level, new BUEs will be provided a copy of this Agreement by the Employer, advised of the contractual relationship between management and the Union, and introduced to the Union steward of the organizational element to which they are assigned. For the efficiency of the Agency, the Employer shall allow the Union to address the bargaining unit employees as a part of New Employee Orientation, or as soon as practical thereafter, normally within 10 work days of employment, in order to provide further clarification of the relationship between the Parties involved in this agreement.

Section 2: The Parties agree to meet and discuss such things as the layout and design, size and style of font, color and the dimensions of booklet in an attempt to reach mutual agreement prior to printing.

ARTICLE 28

DURATION AND CHANGES

Section 1: This Agreement as executed by the Parties will go into effect upon DoD approval, or on the 31st day after execution if DoD has not approved or disapproved the Agreement. Once effective, the Agreement shall remain in full force and effect for a period of three (3) years from the effective date of its approval by the Employer. On the written request of either Party, it is agreed that both Parties shall meet to commence negotiations on a new agreement or a renewal of this Agreement on the first workday on or after the 90th day prior to the expiration date of this Agreement. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Chapter 71 of Title 5 U.S. Code.

Section 2: This Agreement is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or regulations after the effective date of this Agreement. In such event, the Parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Orders, or regulations. Such amendment(s) as agreed to will be duly executed by the Parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. The Agreement may be opened for amendment(s) by the mutual consent of both Parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either Party must be in writing, or via electronic communication, and must include a summary of the amendment(s) proposed. The Parties shall meet within 30 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the Parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except

those bearing directly on the subject matter(s) agreed to by the Parties. Such amendment(s) as agreed to will be duly executed by the Parties.

c. It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any order, instruction, or regulation of the Office of Personnel Management and DoD, which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment(s) request is based. The Parties shall meet within 30 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and discretionary area(s) which the same delegates to the Employer.

Section 3: Any amendment(s) to this Agreement agreed upon by the Parties shall be reproduced by the Employer and distributed on the same basis as set forth in the Article 27 on publicizing the Agreement.

Section 4: No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the Parties hereto until, such agreement is made and executed in writing between the Parties hereto, and approved by DLA Aviation and DLA Distribution, or their designees.

Section 5: 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 29

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1: The Employer shall deduct Union membership dues (the regular periodic amounts required to maintain an employee in good standing in the Union, excluding initiation fees, special assessments, back dues, fines and similar items) from the pay of all members employed within the Unit in accordance with the following conditions:

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

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

c. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, supplied by the Union.

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

e. The completed Standard Form 1187 is transmitted to the appropriate Human Resources Specialist, Employee/Labor Relations for DLA Aviation/Distribution.

Section 2: The Union shall supply to the employee(s) concerned Standard Form 1187 (Request for Payroll Deductions for Labor Organization

Dues). The Union shall be responsible for the distribution of such forms to its potential members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each payroll period.

Section 3: The amount of the Union dues to be deducted each payroll period from an employee's salary shall remain unchanged until a notice of change in Union dues, signed by the authorized official of the Union, is received by DLA Aviation/Distribution Human Resources Service.

Section 4: Any change in the amount of an employee's regular dues, shall become effective with the receipt of a notice from the Union of change to DLA Aviation/Distribution Human Resources Services (Employee/Labor Relations).

Section 5: An employee's voluntary allotment for payment of his 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 employee to an organizational segment outside of the Union's recognized bargaining unit.

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

d. Receipt of a notice from the Union by the DLA Aviation/Distribution Human Resources that the employee has been expelled or has ceased to be a member in good standing of the Union.

Section 6**:** An allotment for the deduction of an employee's Union dues may also be terminated, subject to the following conditions, by the employee's personal submission of the Standard Form 1188, (Cancellation of Payroll Deductions for Labor Organization Dues) to

Human Resources. The SF-1188 may be furnished by the Labor and Employee Relations Office of the Employer.

a. Employees may have their dues allotment terminated effective after one year of their anniversary date which shall be determined by the processing of the SF-1187. The employee's annual revocation period will be during the pay period immediately preceding the anniversary date of the processing of the employee's request for dues withholding. EXAMPLE: If the anniversary date shown on the SF-1187 is 2 January 2010, one calendar year would end on 3 January 2011. The SF-1188 will need to be received in Payroll two pay periods PRIOR to the 2 January timeframe. Failure of the employee to submit the SF-1188 during the pay period described in Section 6a above will negate the employee's right to have their dues cancelled.

b. Receipt of an SF-1188 during any of the periods referenced above is interpreted to mean during normal working hours and days of the Payroll Office and excludes non-working hours, non-work days, and holidays, regardless of the calendar date(s) on which they may occur.

Section 7: The Union, having members on voluntary allotment for their Union dues, shall promptly notify the Human Resources Office serving the Employer, in writing, when any such member of the Union is expelled, cancels membership, or for any reason ceases to be a member in good standing.

Section 8: This Agreement for Voluntary Allotment of Union Dues shall become effective when duly signed by the appropriate officials of the Employer and the Union, and shall continue in full force and effect for as long as the Union continues to be recognized by the Employer as the exclusive representative of employees involved. It may be amended or modified by the Employer and the Union from time to time by mutual agreement of the Employer and the Union, and as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it is negotiated.

Section 9: The Union shall be the only labor organization permitted to have Union dues deducted from the pay of any employee within the bargaining unit as long as this Agreement is in effect.

ARTICLE 30

DRUG TESTING

Section 1: The drug testing program at the DLA Aviation/Distribution, Cherry Point, NC will be carried out in accordance with all applicable laws, regulations and executive orders.

Section 2: Employees in testing designated positions (TDPs), who test positive for the use of illegal drugs, will be subject to the appropriate disciplinary action, up to and including removal from federal service. Employee shall be referred to the Employee Assistance Program (EAP) for assessment, counseling, and referral for treatment or rehabilitation as appropriate. The confidentiality of an employee's contact or referral to EAP will be protected.

Section 3: The Union agrees to cooperate fully with the Employer in attempting to rehabilitate and improve work performance of affected employees who may need assistance under the provisions of this program.

Section 4: An employee who refuses to cooperate in the Employer's approved drug testing program shall be subject to appropriate disciplinary action, including removal from the service.

Section 5: Unit employees will be granted sick leave for the purpose of treatment or rehabilitation. However, continued use of sick leave for such purposes will be dependent upon the Employer's discretion and certification by appropriate medical authority that treatment is still necessary and the employee is making satisfactory progress. It is recommended that in extended outpatient treatment, employees will utilize as little sick leave as possible and schedule appointments after working hours whenever possible. Written documentation of satisfactory completion of the treatment program will be required by the Employer. Consideration for advanced sick leave will be given in accordance with Article 11.

Section 6: The Employer agrees to include Union representatives in local training sessions arranged for the purpose of imparting information about alcohol and drug abuse.

Section 7: After providing a sample to the Employer for official testing, upon request from the employee and subject to the needs of the Employer, on the same day of the test, an employee will be allowed to take annual leave to obtain an independent test from a Department of Health and Human Services (DHHS)-certified laboratory or a DHHS-recognized program, at the employee's expense. The results of the independent test may be provided to the applicable Medical Review Officer (MRO) and the appropriate management official, if the results are obtained and processed in accordance with drug testing guidelines.

ARTICLE 31

MERIT PROMOTIONS

Section 1. Purpose and Scope

This Article is applicable to all merit promotions to positions within the Unit represented by the Union at DLA Aviation/Distribution Cherry Point, NC.

Section 2. Principles

a. The Defense Logistics Agency (DLA) is an equal opportunity employer.

b. The Employer and the Union share an interest in a fair and open merit promotion process that provides employees with the opportunity to advance in their careers based on merit.

c. Because of the importance of the Merit Promotion Program to the Employer, the Union, and DLA employees, the Parties agree to work together to maintain the integrity of the program and improve the level of trust in the program.

d. The Employer may select or not select from among a group of referred promotion candidates, or candidates from other sources such as reinstatement, transfer, reassignment, excepted appointment, or those within reach on an appropriate OPM or Delegated Examining Unit (DEU) certificate.

Section 3. Policy

a. Merit Promotion procedures apply to actions implementing the competitive placement (for over 120 days) of employees (including reinstatement and transfer eligible) to positions at grade levels higher than those of their current/previous positions. They also apply to placement into positions that offer promotion

to grades that are higher than the specific full performance level of any position previously held on a permanent basis.

b. Higher-level duties and responsibilities will not be assigned to employees on a continuing basis when such assignments are not in accordance with the provisions and intent of this Article since such assignments may create the impression of favoritism and pre-selection and impair employee confidence in the integrity of the promotion Program. The appropriate management official may consider all qualified employees in the organizational element that communicate their desire to be considered for such opportunities.

c. The Employer will not repeatedly detail an employee for 30 calendar days or less solely to avoid temporarily promoting and paying the employee at the higher rate. When management recognizes that the assignment of higher-level duties is expected to last more than 30 days, the employee shall be temporarily promoted on the effective date of the assignment and paid at the higher rate.

Section 4. Definitions

a. Area of Consideration – The organizational and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotions or position change.

b. Concurrent Consideration – The simultaneous consideration of Agency and non-agency candidates for competitive promotion.

c. Minimum Area of Consideration – The narrowest area of consideration from which the search for qualified candidates may be made.

d. Promotion Certificate – the certificate containing the names of best qualified candidates (in alphabetical order) eligible to be considered by the selecting official for competitive promotion.

e. Selecting Official – The individual delegated authority by the Employer to make the decision regarding the selection for placement into a position.

f. Subject Matter Expert (SME) – A person who has knowledge and experience that has provided familiarity with the duties, qualifications requirements, and responsibilities of the position.

g. Under-Represented Position – A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established DLA Cherry Point EEO and/or Affirmative Employment Program goal(s).

Section 5. Responsibilities

a. DLA Human Resources Services (DHRS) will:

1. Administer the Merit Promotion Program and assure adequate advice and assistance is provided to supervisors and employees to enable them to discharge their responsibilities in connection with the program.

2. Appraise candidates for competitive promotion opportunities as objectively as possible and consistent with the facts as evidenced in actual performance.

3. Provide an easily accessible method for employees to obtain status of applicants, preferably using the Internet or Intranet.

4. Provide advice, upon request, to employees with respect to the filing of applications and the regulatory aspects of the promotion program.

5. Provide the Union with access to the promotion referral list (minus applications) and subsequent supplemental list(s) thereto at the same time the list is submitted to the selecting/management official having the vacancy. If a

decision is made to remove an employee from a promotion certificate, the Union and employee(s) affected will be advised and rationale provided prior to the change. Continued access is contingent upon the union's adherence to confidentiality requirements.

6. Upon request from the Union/employee(s), the Employer will provide a breakout of the employee's competencies.

7. Provide the local Union president or designee with the names of selectees for Unit positions once the release/reporting date is established.

b. The Employer will:

1. Select candidates who they believe are the best qualified without regard to favoritism or other non-merit factors.

2. Make selection decisions within a reasonable time after receipt of a promotion certificate.

3. Release employees selected under this program normally not later than the of the second pay period following final selection. The requirement to release employees also applies to reassignment candidates who apply in response to Merit Promotion announcements and are selected.

4. Document reasons for non-selection of employees eligible for re-promotion priority that have been certified on a promotion certificate. The Union will bring matters of concern regarding the promotion program to the attention of the DHRS Office as early as possible in an effort to reach informal resolutions.

c. Employees will:

1. Assure that applications are completed properly, accurately and in the detail required to permit a valid evaluation of their qualifications.

2. Cooperate in the resolution of questions concerning their qualifications and eligibility for a specific job vacancy or job category by providing pertinent information as may be requested or required.

3. Respond to the requirements of Job Opportunity Announcements (JOAs).

4. Employees who are absent from work are responsible for monitoring vacancies for which they want to be considered.

Note: Employees who are on official duty shall be contacted by the appropriate supervisor and made aware of both non-competitive temporary promotions and merit promotion opportunities when TDY or serving in some other official capacity outside of local area.

Section 6. Area of Consideration

a. The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of best qualified candidates, inclusive of underrepresented groups, from which to select and to provide adequate promotion opportunities for employees. The minimum area of consideration is employees of the activity in the commuting area, forty (40) road miles on average, except for GS-14 and above which must be at least DLA-wide.

b. The Union will be consulted prior to expansion, or the narrowing, of the area of consideration.

c. Employees who are absent for an officially approved reason, e.g. on detail, on leave, at training courses, in the military service, or serving in public international organizations or on

Intergovernmental Personnel Act assignments, if otherwise in the area of consideration, may not be excluded from consideration based on their absence. The Employer agrees to make every reasonable effort to communicate such opportunities to employees described in this paragraph to allow them full participation.

Section 7. Priority Consideration

Priority consideration will be given to those qualified candidates who have entitlement to consideration under other regulatory requirements. These include employees affected by reduction-in-force (RIF) or transfer of function in accordance with their eligibility and/or rights under the DoD Priority Placement Program, registrants in the OPM interagency Career Transition Assistance Program (ICTAP), employees receiving priority consideration under EEO procedures, employees denied proper consideration because of an error or program violation, employees transferred or detailed to international organizations, individuals in the military service who have reemployment rights, DoD overseas returnees, recovered disability annuitants and injury compensation recipients.

Section 8. Job Opportunity Announcements

a. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA). JOAs will be printed or posted electronically via the Internet as required by OPM. JOAs will be printed and posted on official bulletin boards for those employees who do not have Internet access at their desks or available in common use areas.

b. As a minimum, JOAs will include the following information:

1. The JOA number

2. The position title(s), occupational series, and grade(s)

3. Opening and closing dates

4. A brief summary of the representative duties of the position(s)

5. Area of consideration

6. Qualification requirements, including a description of any modification of established qualification requirements

7. Selective placement factors, if any

8. Specific criteria upon which evaluation of applicants will be based

9. A statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable

10. Any test(s) required

11. Any unusual conditions of employment advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirement, etc.

12. A statement whether applications will be accepted from VRA-eligible and 30 percent or more disabled veterans. A statement concerning receipt of applications from Veteran's Employment Opportunities Act (VEOA) candidates will be placed on announcements. DLA merit promotion announcement are open to applicants outside of DoD. VEOA candidates determined to be among the best qualified will be referred.

13. The statement: "The Defense Logistics Agency is an equal opportunity employer."

14. Statement that basic eligibility requirements such as time-in-grade, minimum qualifications, and other regulatory requirements must be met by the closing date (or the closing/cut-off date of the register, if one is used).

15. Length of temporary promotion or detail (if appropriate).

16. How and where to apply, including any special forms required.

17. Statement concerning payment or non-payment of permanent change of station (PCS).

18. Statement as to whether the position is a drug-testing designated position.

19. Statement as to whether the position is subject to mobility or rotation.

20. Bargaining unit status.

21. Position sensitivity.

c. JOAs will be posted in appropriate places, such as electronic bulletin boards, electronic mail systems, or official bullet boards developed for that purpose during the time limits within which applications will be accepted. Announcements issued for specific vacancies will remain open for a minimum of seven (7) business days, except for those where the automated system is not used. In such cases, the minimum open period is 10 business days.

d. An announcement issued for a specific vacancy(s) may also be used to fill any number of additional vacancies within six (6) months after the closing date of the announcement that arise in the activity, provided the JOA contains a statement that it will be used for the additional timeframe.

e. JOAs for positions for which there is an anticipated frequent, repetitive or continuous need may either be announced on an open-continuous basis, or may be announced for a limited period and used to establish a register of best qualified candidates to be referred as appropriate vacancies arise.

1. For JOAs announced on an open-continuous basis, interested applicants within the area of consideration may apply at any time prior to cancellation of the JOA. Each time a vacancy occurs which will be filled from the JOA, all eligible candidates who have applied up to the date that the request to fill the vacancy (SF-52) is received for recruitment will be considered. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligible issued under the announcement.

2. For JOAs that will be open for a limited period and used to establish continuing promotion registers, applicants may apply only during the limited period indicated. Eligible candidates will be placed in rank order on a register that will be used to fill similar vacancies as they occur for a specified period of time after the closing date of the JOA. Generally, a promotion register may be used for a period of up to one year provided the JOA is reopened after six (6) months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously applied. If the JOA is not reopened, certificates may be issued for no more than six (6) months after the closing date of the announcement. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligible issued under the announcement.

f. To be accepted, applications must be received by the closing date of the announcement. The preferred method of applying for positions is the automated system. For applicants unable to use the automated system, applications must be postmarked by the closing date and received within five (5) calendar days of the closing date.

Note: If you are unable to apply online please follow the directions located at: http://www.hr.dla.mil/downloads/ApplicationInfo/HowToApply.pdf.

g. Amendments, cancellations, extensions or other changes to JOAs will be publicized by issuance of an amended JOA.

Section 9. Evaluation of Candidates for Competitive Promotions

a. The Employer and IAMAW recognize their shared interest in a consistent and efficient Merit Promotion system that provides for prompt filling of vacancies with high quality applicants.

b. The Employer will use the automated system required by the OPM/DoD for the application and evaluation of candidates. In the event the OPM/DoD selects new software for Merit Promotion, the parties agree to reopen this Article to address the capabilities and limits of the new system. For each position (or group of positions) that will be filled through competitive promotion procedures, the method of rating must be documented. This job analysis will address:

1. The competencies and training identified through job analysis as necessary for successful job performance and the relative weight assigned to each.

2. The measurement methods to be used.

3. Evaluation procedures to be followed and measuring information to be used, based solely on job-related criteria.

c. Skills to be used for evaluation purposes must be derived from the official position description for the position being filled.

d. Candidates who have a current annual performance rating of Minimally Acceptable or Unacceptable will not be certified for promotion consideration. They will be notified that they are ineligible for consideration.

e. Applicants for promotion will be evaluated based upon related competencies, education and awards. The relative importance of the weighing of competencies, education, and awards will be determined by the job analysis prior to issuance of the JOA.

f. Applicants will be evaluated using a 100 point scale.

g. Applicants will be advised via the OPM automated system of the status for which the automated system has awarded credit. In the event Human Resources Services (DHRS) overrides the automated system determination, the employee will be notified of the change and the reason.

h. To assist employees in applying for positions using the automated system, the employer will provide employees with information regarding locations where free Internet access is available. Where practicable, employees who do not have Internet access at their desk/workspace will be permitted to use available Employer computers and/or kiosks to prepare and submit automated job applications during non-duty hours.

i. The Employer and IAMAW agree that it is in the best interest of employees and the Employer to maintain a degree of consistency in evaluation of applicants. To that end, the expectation is that the Employer will not make frequent changes to crediting plans in the absence of significant changes to positions.

Section 10. Referral of Candidates for Merit Promotion Selection

a. A list of the best qualified promotion candidates will be referred to the selecting official for consideration.

b. The top 10 merit promotion candidates and any ties will be referred. When there are less than 10 qualified promotion candidates, all will be referred. For multiple vacancies, one additional applicant will be referred for each additional vacancy.

c. When a promotion certificate contains at least three best qualified promotion candidates, the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligible.

d. If the promotion certificate contains fewer than three (3 qualified promotion candidates, or if declinations reduce the number to fewer than three (3), the selecting official may request that recruitment efforts be renewed or he/she may proceed with the

selection process. If recruitment is renewed, previous applicants need not reapply to receive consideration.

e. In cases where the position was announced at more than one grade level, the selecting official will be provided a list for each grade level.

Section 11. Candidate Interviews

a. Best qualified candidates for promotion may be interviewed. Best qualified candidates who are not readily available need not be interviewed, or may be interviewed by phone. The selecting Official may choose not to interview candidates she/he has interviewed for the same position in the preceding six (6) months, or if she/he has knowledge of the competencies and/or performance attributes of the candidate. If the referral list contains five (5) or less promotion candidates, the Selection Official will interview all the promotion candidates, except as outlined above. If the referral list contains more than five (5) promotion candidates, the Selection Official may choose to interview all, some, or none of the promotion candidates. When the Selecting Official chooses not to interview all promotion candidates, the reasons for not interviewing will be documented in the Merit Promotion case file. Such reasons will be specific and will be made available to the local Union and/or referred candidates.

b. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.

1. Interview panels will not be used to select candidates for promotion, except individuals for career intern development programs, or when it is impractical to delegate to any one official the authority to select. However, panels may be convened to interview and recommend candidates, as long as the selecting official remains responsible for making the selection.

2. Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

Section 12. Selection

Selecting Officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration, or from any other appropriate source.

Section 13. Availability of Information Using the Automated System

The Employer will make the following information available to employees via the Human Resources web site (www.hr.dla.mil):

a. All currently open vacancy announcements

b. Any subsequent agreements pertinent to the Merit Promotion Process

c. Password protected personal information, available to individual employees, regarding their application. Available information includes, but is not limited to:

    1. Jobs for which the employee has applied

    2. Notification for receipt of application

    3. Application status concerning qualifications and referral/non-referral

    4. Selection/Non-Selection status after selection is made by the Selecting Official(s)

Section 14. Records

Promotion actions will be documented and records maintained in accordance with requirements of the Office of Personnel Management (OPM). The IAMAW representative shall have the right to review pertinent promotion records, upon request, subject to the limitations of the Privacy Act.

ARTICLE 32

ALTERNATIVE DISPUTE RESOLUTION

Section 1: Definitions

a. Alternative Dispute Resolution (ADR): A process designed to resolve disputes in a manner that avoids the cost, delay, and unpredictability of the traditional adjudicatory process. The overall objectives of the ADR program are to promote open communication between disputing parties, reduce costs, and resolve disputes at the lowest possible organizational level at the earliest opportunity. The parties of this Agreement agree to educate managers, union representatives and employees about ADR which may be considered as an alternative means of resolving disputes. ADR is a means of resolving conflict without resorting to traditional adversarial approaches. The Employer agrees to provide training at the Employer's cost to the parties represented in this agreement to ensure there is a clear understanding of the use of this alternative method for use by BUEs and Union officials who may be requested to assist.

b. Mediation: A dispute resolution process in which a trained, impartial third party helps the participants to communicate with each other and explore alternatives to meet their interest. Mediation emphasizes problem solving rather than a determination of fault or adversarial procedures.

c. Mediator: The mediator is a trained neutral third party who provides assistance to disputing participants who are attempting to reach a resolution of their conflict.

d. Management Representative: A management official who has been delegated with the authority to enter into settlement agreements that are binding on the agency.

Section 2: Process

a. The Participants agree to engage in ADR in good faith to explore issues and options as possible resolutions of a dispute, in whole or in part. ADR is a positive means of resolving conflict without resorting to traditional adversarial approaches.

b. An employee may request ADR through his or her supervisor. The Employer will either approve or disapprove the request. If approved, the Employer will arrange the ADR.

Note: Participation in the ADR process is voluntary for all participating, and may be ended at any time by the participants. The parties also recognize that the Union may elect to address the matter of concern by filing a Union grievance even though an employee has requested ADR if the subject of the ADR might possibly impact other BUEs.

c. The participants may have advisor(s) of their choice during the mediation process. The parties to the dispute are expected to participate fully in the discussions regarding the dispute and potential resolutions.

d. Since the participants are discussing matters that may affect their interests and/or rights, they each have the right and opportunity to consult with counsel/representatives.

e. In matters involving a grievable action:

   1. For suspensions, demotions, removals, reprimands and unsatisfactory performance ratings, the employee may submit a written request for ADR within 10 work days from the date of the decision notice or the date the performance rating was presented or sent to the employee. Selection of ADR suspends the time limit for filing a grievance until the ADR process is completed. The ADR process must be completed within 20 work days from the date of the request, unless the participants mutually agree to an extension. Suspensions, demotions, removals and unsatisfactory

performance ratings will not be affected, and letters of reprimand will not be placed in the e-OPF until the employee’s time limit for requesting ADR has expired. Such actions will be held in abeyance during ADR. In the event that ADR is unsuccessful, the employee(s) having the dispute may elect to proceed with the formal grievance/arbitration process by using the procedures outlined in Article 19.

2. For other matters not covered in (a.) above, the employee has 20 days to request ADR or if deemed more desirable 15 work days to file a grievance. If ADR is requested, the time limit for filing a grievance is suspended until the ADR process is completed. The ADR process must be completed in 20 work days, unless the participants mutually agree to an extension of the time limits.

f. The Employer agrees to always use appropriate ADR techniques. When the Commander/Deputy Commander decides ADR is not appropriate, the reason or rationale for such a decision will be provided in writing.

g. In order for ADR to succeed, the participants must have confidence in the neutrality of the mediator/facilitator. Either party may recommend an appropriate mediator. In the event either party believes the mediator/facilitator is not truly neutral another mediator/facilitator will be selected.

h. The parties understand that the mediator will not make a decision regarding who is right or wrong in the dispute, give legal advice or other professional advice, evaluate the dispute, or promote any particular outcome. The role of the mediator is to listen, help the participants clarify their issues, interests and options, and generally facilitate the participants’ discussions.

i. The mediator(s) shall not testify on behalf of any participant. The parties agree not to subpoena the mediator(s) or the mediator(s) records.

j. Everything said and done in ADR is confidential, except as specifically waived in writing. In addition, until reduced to writing and signed by all parties, all terms of any offers, options, and agreements made in connection with the ADR are considered non-binding proposals and are confidential.