

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DLA DOCUMENT SERVICES SAN DIEGO

AND

INTERNATIONAL ASSOCIATION MACHINISTS

&

AEROSPACE WORKERS, DISTRICT NO 725

LOCAL LODGE 726

NOVEMBER 2011

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NEGOTIATED AGREEMENT

This Agreement is made by and between the DLA Document Services, San Diego, California, hereinafter referred to as the "Employer" and International Association of Machinists and Aerospace Workers, District 725, Local Lodge 726, hereinafter referred to as the "Union" and collectively known as the "Parties".

PREAMBLE

Whereas it is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal Service and well being of employees, to establish a basic understanding relative to personnel policies, practices, procedures and other matters affecting conditions of employment, and to provide a means for harmonious relationships and cooperation through the discussion and adjustments of matters of mutual interest between the Union and the Employer, the Parties hereto agree, and are bound, to the following terms and conditions:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes that the Union is the exclusive representative of all the employees within the Unit defined in Section 2 below. It is further agreed that this Agreement will be in force for any employees or facilities accreted to the Employer.

SECTION 2. The Unit to which this Agreement is applicable is composed of all General Schedule (GS), and Wage Grade (WG) Employees of the DLA Document Services, San Diego, California, including its San Diego Centers located at North Island; Naval Station San Diego; Point Lorna Center; NMCSO; and Marine Corps Base, Camp Pendleton, California. Excluded are all professional employees, supervisors, management officials, employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7) .

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

SECTION 1. This Agreement is governed by existing or future laws and the regulations of appropriate authorities, including those set forth in published Defense Logistics Agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published Defense Logistics Agency policies and regulations required by law or by the regulations of

appropriate authorities.

ARTICLE 3

CONSULTATION

SECTION 1. The Employer and the Union are obligated to negotiate in good faith on appropriate matters with the objectives of reaching an agreement, by the diligent and serious exchange of information and views, and to avoid unnecessarily protracted negotiations.

SECTION 2. If the Employer proposes to make changes in personnel policies and practices or matters affecting working conditions, the Union will be notified, in writing, a minimum of ten (10) calendar days, or as soon as possible, in advance of said changes.

If the Union requests formal negotiation, they shall do so by written notice, and shall include with the notice, their counter proposals. The Union shall have seven (7) calendar days to concur, request additional information and/or request negotiations. If the Union does not make a written request, including counter proposals, for negotiation within seven (7) calendar days of the receipt of the information, it will be deemed to have waived such right. Negotiation shall be scheduled to commence no later than five (5) calendar days after the Union's written notice requesting negotiation.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

SECTION 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations.

Included in this responsibility are the rights:

- a) To determine the mission, budget organization, number of employees and internal security practices of the agency, and
- b) In accordance with applicable laws - 5 U.S.C. 7106
 - (1) to hire, assign, direct, lay off 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 appointments 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.

SECTION 2. The Union acknowledges and supports the Employer's right to reassign employees on either a temporary or permanent basis, from one plant to another, within the commuting area. Such

reassignment may be based on fluctuating workload and/or special skills/knowledge needed from a specific employee.

ARTICLE 5

RIGHTS OF THE EMPLOYEES

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such right. Except as otherwise provided in this agreement such right includes the right:

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

SECTION 2. Each employee shall have the right to bring matters of concern to the attention of appropriate Union representative and/or appropriate officials of the Employer, through the appropriate chain-of-command.

SECTION 3. Employees have a right to have the Union present at

discussions between themselves and supervisors and/or other representatives of the Employer when the subject for discussion is to be a grievance or personnel policy or practice or other general conditions of employment.

SECTION 4. The Union shall be given the opportunity to be present at any examination of an employee in the Unit by the Employer in connection with an investigation if:

- a) The employee reasonably believes that the examination may result in a disciplinary action against the employee, and
- b) The employee request representation.

The Employer agrees to inform unit employees of the above rights annually, in writing.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. The Union has the right and responsibility to represent the interest of all employees in the Unit with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, without discrimination and without regard to Union membership.

SECTION 2. The names and duty addresses of employees in the unit will be provided to the Business Representative of the Union semi-annually. A copy of this Agreement will be provided to each employee.

SECTION 3. When a new employee arrives on board, they will be given a copy of the Negotiated Agreement. The new employee will be introduced to the representative either in person or telephonically.

ARTICLE 7

UNION REPRESENTATION

SECTION 1. The Employer will recognize all designated Union officials as authorized representatives of the Union. The Union will furnish the Employer with a list of stewards and officers of the Union, indicating name, telephone number, organization code and the supervisor to which assigned. Changes in Union stewards and/or officers will be communicated to the Employer in writing as they occur; however, newly appointed Union representatives may not use official time until one (1) workday after the Employer's receipt of the written notification.

SECTION 2. Union officers and stewards will be given reasonable and necessary official time by the immediate supervisor to leave his/her job during normal working hours to perform the following functions:

- a) To interview the employee, investigate, prepare for, and present to a manager/supervisor a problem on behalf of an employee, group of employees, or the Union;
- b) To meet with appropriate representatives of the Employer;

- c) To participate in face-to-face collective bargaining, including impasse and mediation proceedings; prepare for and negotiate with management concerning personnel policies, practices, and matters effecting working conditions.
- d) Prepare for, and participate in labor/management meetings called for by the Employer.

SECTION 3. The Union agrees to conduct its business in an efficient manner, and to guard against the use of excessive time by its representatives in the conduct of their representational functions. The parties will cooperate in keeping a minimum time spent away from the job for investigating, presenting and adjusting grievances.

SECTION 4. Upon receipt of a request for representation, the steward will seek permission from the immediate supervisor to leave the job and inform the supervisor of the nature of the representation function to be transacted, the destination, estimated time to return to the job, and telephone number of where the steward can be reached. If the supervisor cannot release the steward at the time requested, he/she will provide an alternative date and time for the release, normally the same day contingent upon workload requirements.

SECTION 5. Prior to entering a work site under the control of another supervisor, the steward will first request permission from the supervisor to contact the employee. Upon completion of

business, the employee contacted will notify their immediate supervisor of their return to work. The Union steward will also notify their immediate supervisor upon his/her return to the job.

SECTION 6. The Employer will notify the Union fourteen (14) calendar days in advance of any change in work shifts or work sites involving Union Stewards, whenever possible, so the Union may arrange for alternate Union representation of unit members and/or negotiations as appropriate.

SECTION 7. The Employer agrees that any authorized and properly identified representative of the Union who is not an employee of the Employer upon proper notification of the Employer may be allowed into the facility on official union business. Such visits shall be covered by applicable regulations.

ARTICLE 8

CIVIC RESPONSIBILITIES

SECTION 1. In the event an employee is under summons to serve on a jury, he/she shall be granted court leave for the time required to perform such duties. Employees called for such service shall promptly notify the Employer in order that arrangements may be made for their absence from work. At the completion of jury duty the employee will submit to the Employer a signed jury time card or other satisfactory evidence of the time served on such duties. Compensation other than expense allowances for such service

during duty hours will be turned in to the appropriate official of the Employer.

SECTION 2. The Parties encourage employees to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisals, coercions or undue pressure be brought to bear or be made against any employee who refrains from making such contributions, including the purchase of Savings Bonds.

ARTICLE 9

HOURS OF WORK

SECTION 1. Normally an employee will be scheduled to work the same hours each day of the basic work week, and the basic work week will be five (5) 8-hour days with two (2) consecutive days off. The Parties agree to continue their participation in the AWS schedule as observed by the host activity. Should there be any modification to that policy during the life of this Agreement, the Parties agree to renegotiate the use of AWS at that time. When exceptions are necessary, or when it becomes necessary for the Employer to change the shift of one or more employees, the Employer will first solicit qualified volunteers for such change.

When soliciting volunteers, the employee with the necessary qualification as determined by the Employer, and the longest SCD will be asked first, and employees in descending order of

seniority until the requirement is satisfied. If the requirement is not satisfied, starting with the least senior qualified employee, the requirement will be filled. Involuntary changes to the employees' basic workweek or involuntary shift assignments will be rotated every 120 days among other qualified employees.

SECTION 2. Changes in tours of duty will be in compliance with applicable regulations and this Agreement. Affected employees will be notified at least fourteen (14) calendar days in advance, or as far as possible.

SECTION 3. Notification of any proposed shift changes will be provided to the Union prior to implementation.

SECTION 4. Time Clocks

In an effort to promote trust, respect and a better working environment, employees will not be required to punch in or out using time clocks.

ARTICLE 10

OVERTIME

SECTION 1. Overtime work shall be paid for at the appropriate overtime rates per current pay regulations. Employees shall not be required to perform any work or duty before or after their scheduled work hours without compensation.

SECTION 2. It is agreed that the assignment of overtime and holiday work will be made in such a manner as to ensure equitable distribution. The Employer will maintain a roster of Center employees at each Center, in order of seniority as determined by Service Computation Date. When an overtime assignment becomes available, it will be offered to the first employee on the list who is qualified to perform the work in question. That employee will then be checked off, and the subsequent overtime assignment will be offered to the next qualified employee on the list. Assignments shall be made in this manner until a full rotation through the list has been made. If an employee is offered and declines an overtime assignment, that assignment will count as overtime worked for the purpose of his/her rotation, and the employee shall not be offered additional overtime work until his/her name is reached on the next rotation. The overtime roster will be made available to employees upon request.

SECTION 3. Whenever possible, one day's advance notice will be given although under some operational and emergency circumstances,

little or no advance notice will be possible. Prior to assigning overtime the Employer shall consider personal circumstances and obligations such as childcare, transportation, etc. Barring emergency situations, involuntary overtime assignments shall be made in accordance with the rotational listing.

SECTION 4. Employees called in to return to work outside of and unconnected with their basic work week shall be paid a minimum of two (2) hours overtime work regardless of whether the employee is required to work the entire two (2) hours.

ARTICLE 11

TRAINING

SECTION 1. The Employer may provide training to employees which will assist in career development and improve operating efficiency.

SECTION 2. When selecting an employee for training, the Employer will consider the value of the proposed training to the accomplishment of the mission of the Employer as well as equal opportunity for all qualified employees to participate in training without regard to race, creed, color, sex, age or national origin.

SECTION 3. All employees will be allowed up to forty (40) hours of paid time for formal training in accordance with current DLA policy. This section may be subject to renegotiation should the DLA policy change during the life of this Agreement.

ARTICLE 12

PROMOTIONS AND DETAIL

SECTION 1. Unit promotions shall be made in accordance with applicable rules and regulations.

SECTION 2. Promotion complaints may be resolved through Article 20 and 21 of this Agreement.

SECTION 3. Temporary promotions in excess of 120 days will be made under Merit Promotion Procedures.

SECTION 4. Temporary promotions rather than details will be used for assignments of bargaining unit employees to bargaining unit positions at a higher grade if the assignment will last longer than 90 days.

ARTICLE 13

JOB AND POSITION DESCRIPTIONS

SECTION 1. An employee may appeal at any time the grade, title or series assigned their job.

SECTION 2. When an employee feels that their job has been improperly classified, and the employee has specific questions, or wishes to learn how to file a classification appeal, either the

Union or servicing HRO can provide them the necessary guidance.

ARTICLE 14

REDUCTION IN FORCE

SECTION 1. Reduction-in-force actions shall be governed by applicable laws and regulations

SECTION 2. The Employer will inform the Union in writing of a pending reduction-in-force and/or transfer of function prior to the date it is announced to the work force at large. The Employer agrees to provide the Union with the following information as soon as it becomes available:

- 1) the reason for the reduction-In-Force or transfer of function;
- 2) the numbers, types and grades of employees involved; and
- 3) the anticipated effected date of the action.

The IAM Business Representative will be provided with a retention register comprised of Bargaining Unit employees once such register has been finalized by the Human Resources Office, and prior to the effective date of the Reduction in Force in question.

SECTION 3. If a reduction-in-force is necessary, the Parties agree to cooperate in communicating to employees the basis and reason for the reduction.

SECTION 4. In the event of a reduction-in-force, the Employer may

use existing vacancies to place employees in continuing positions to be filled and take other such actions consistent with mission requirements to minimize adverse actions and reduce separations. The Parties understand only Federal Civil Servants encumber General Schedule (GS) and Wage Grade (WG) positions. Thus, any GS or WG position not presently encumbered by a Federal Civil Servant is an existing vacancy.

ARTICLE 15

LEAVE OF ABSENCE

SECTION 1. Employees may be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations as defined in the Civil Service Reform Act of 1978 subject to the manpower requirements of the Employer.

SECTION 2. In accordance with the applicable regulations, the employee shall be allowed excused time, without charge to leave or loss of pay, subject to the identified manpower requirements of the Employer as hereinafter provided.

a) Examinations for promotion or interview for Document Automation & Production Service, San Diego, California job opportunities within the commuting area will be held during the employees regular work shift.

SECTION 3. Union representatives may be excused to receive information or orientation as determined by the Employer to be of mutual concern or benefit to the Employer and Union. Such excusal shall cover only such portions of the training as specified above and will not exceed sixteen (16) hours per representative per annum. By mutual agreement more time may be granted to a representative.

SECTION 4. Employees will not be charged leave if they are sent home due to power outages, equipment failures, or natural disasters.

ARTICLE 16

ANNUAL LEAVE

SECTION 1. Employees shall accrue annual leave in accordance with regulations. Request for use of annual leave shall be submitted in advance to, and is subject to the approval of, the immediate supervisor. The supervisor may deny, modify or cancel the leave requested based on projected work requirements or other work related considerations. Employees will be notified promptly of action taken on their leave requests.

a) An employee who is unable to report to work due to emergency or unforeseen circumstances is responsible for notifying his/her immediate supervisor within the first hour after the beginning of their shift. It is clearly understood by the parties that unless otherwise approved by the

immediate supervisor, notification will not constitute approval of such leave. Upon return to work, the employee shall complete an SF-71 (Request For Leave) and submit it to the supervisor. The supervisor may require the employee to submit acceptable evidence of the emergency and/or that such unforeseen circumstances prevented them from reporting to work.

SECTION 2. Annual leave is provided and used for two general purposes:

- 1) To allow every employee an annual vacation period of extended leave for rest and recreation, and
- 2) to provide periods of time off for personal and emergency purposes.

All employees will be given an opportunity to use annual leave in excess of the amount they may carry forward to the next leave year. Employees are encouraged to schedule and to take such leave throughout the year, subject to workload requirements, in order to prevent disruptions of operations caused by large numbers of employees taking leave at the same time. The following is also applicable to scheduling leave:

- a) Extended leave, meaning leave in excess of five (5) work days, will be scheduled with the supervisor on a case by case basis by 1 April of each year.
- b) Every reasonable attempt will be made to adhere to the established leave schedule. If a conflict arises, management will make the final decision based on seniority. Seniority

will be determined by Service Computation Date.

c) To avoid loss of leave, all employees not scheduled for extended leave in December must have all use or lose leave in excess of two days scheduled for use by 1 September.

Consequently, each employee should plan accordingly, otherwise on or about 1 September, an additional schedule will be made by the Employer with dates set forth for the remainder of the leave year.

SECTION 3. When the Employer finds it necessary to cancel previously approved leave, the reasons for such actions will be explained to the affected employee(s) in writing. Should the employee not accept the reason(s) for cancellation, the employee may grieve under the procedure in Articles 20 and 21.

ARTICLE 17

SICK LEAVE/FAMILY LEAVE

SECTION 1. Sick leave is for use when an employee is physically incapacitated to do his or her job and for dental, medical or health treatment. It is also for use when exposure to a contagious disease would endanger the health of coworkers or when presence of contagious disease in the immediate family would require personal care. Contagious disease must be a disease or condition requiring isolation, quarantine or restriction of movement for a particular period based on rules and regulations prescribed by local health authorities and/or the Surgeon General

of the United States.

SECTION 2. Employees who are ill and unable to report for duty are responsible for notifying their supervisor of their illness normally not later than one (1) hour after their shift begins. An employee or significant other shall not be required to notify their supervisor every day, unless otherwise directed by the immediate supervisor. An employee suffering a prolonged illness shall keep the supervisor informed on at least a weekly basis of the expected date of return to work.

SECTION 3. An employee's absence due to illness in excess of three (3) work days must be supported by acceptable medical evidence submitted to the supervisor within two (2) work days upon return to duty.

SECTION 4. When the Employer believes there is evidence that there may be abuse of sick leave by an employee, the Employer will notify and counsel the employee. The Employer may advise the employee in writing that acceptable medical documentation will be required to support any future sick leave absence, regardless of duration. Medical certificate requirements will be reviewed at least every six (6) months and withdrawn when such review reveals no evidence that the employee has abused sick leave.

SECTION 5. Employees who are sent home by the proper on-post medical authority because of illness or injury shall be required

to furnish a medical certificate to substantiate such sick leave for the period authorized by such Medical Authority.

SECTION 6. Sick leave may be advanced to an employee up to thirty (30) calendar days when the request is supported by a medical certificate which gives reasonable indication of the employee's likelihood of returning to work for a sufficient period of time to repay the advanced sick leave. Requests for advance sick leave will be forwarded through management channels to the activity head or designated representative for approval/disapproval. The request will be in writing providing full justification. The employee's record of sick leave used to his/her credit will be considered in advancing sick leave.

SECTION 7. The Family and Medical Leave Act (FMLA), enacted by Public Law 103-3, provides unpaid family and medical leave for Federal employees covered by the annual and sick leave system established under Chapter 63 of Title 5, United States Code. Employees serving under an intermittent appointment or temporary appointment with a time limitation of one year or less are excluded from coverage.

a) Consistent with the provisions of the FMLA, an employee shall be entitled to use a total of 12 administrative workweeks of unpaid leave (Leave Without Pay) during any 12 month period for one or more of the following reasons:

- 1) The birth of a son or daughter and care of such son or daughter (within 1 year after birth);

2) The placement of a son or daughter with employee for adoption or foster care (within 1 year after placement);

3) The care of a spouse, son, daughter, or parent with a serious health condition; or

4) A serious health condition of the employee that makes the employee unable to perform the duties of his/her position.

b) FMLA leave may not normally be taken intermittently, or on a reduced schedule. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA (i.e., Leave Transfer Program). FMLA leave is in addition to other paid time off available to an employee.

c) An employee must normally provide 30 days notice of need for FMLA leave. Medical certification is required with the date of onset, prognosis, duration, and a statement of need for care for the employee's spouse, son, daughter, or parent who has a serious health condition, or for the serious health condition of the employee.

SECTION 8. Consistent with the provisions of the Family Friendly Leave Act (FFLA), enacted by Public Law 103-388, employees who maintain a sick leave balance of at least 80 hours may use up to a total of 104 hours of their accrued sick leave each year to:

a) Provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or mental, dental, or optical examination or treatment; or

b) To make arrangements necessitated by the death of a family

member, or attend the funeral of a family member.

Employees with less than an 80 hour sick leave balance may be permitted to use up to 40 hours of sick leave each year for the same purpose, provided such leave has been accrued.

ARTICLE 18

SAFETY AND HEALTH

SECTION 1. In accordance with applicable laws and regulations, the Employer will maintain a safe and healthful work environment. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction and elimination of all hazardous and unhealthy working conditions. Employees will make every effort to keep the work areas, restroom facilities and equipment neat, clean, tidy and otherwise take pride in the appearance of the plant and offices.

SECTION 2. The Employer will meet with Union Representatives, upon request of either party to discuss and resolve safety and/or health matters.

SECTION 3. In the course of performing their normally assigned work, Union Representatives will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their areas which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the

Union Representative should report it to the appropriate supervisor for evaluation and resolution. The Employer agrees to fully evaluate the unsafe or unhealthy condition, including the need for protective devices and safety equipment. If the safety question is not settled, the matter will be referred promptly to the DLA Office Director, or any one person acting on behalf of the DLA Office Director, for resolution. Emergency situations will be handled at the discretion of the immediate supervisor, the DLA Office Director, or any one person acting on behalf of the DLA Office Director.

SECTION 4. If an employee has been or is assigned work under conditions which he/she believes places them in imminent danger of death, or serious physical harm, the employee will notify their immediate supervisor and the Union representatives. The Employer agrees to inspect the work job to insure that it is safe before requiring an employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, a ruling shall be obtained from the DLA Office Director before proceeding, or any one person acting on behalf of the DLA Office Director, to ensure that employees are not required to work in conditions that are potentially unsafe or detrimental to health without determining whether proper precautions, protective equipment or safety devices are needed. When the Employer determines that a Job is sufficiently hazardous, no employee will be permitted to work alone outside of call or observation of other employees, and sufficient personnel will be assigned to assure prompt assistance

in the event of accident or injury.

SECTION 5. The Employer agrees to furnish whatever protective devices and equipment that are necessary for the performance of assigned work. The Union may, at their discretion, recommend new protective clothing and equipment and/or modification to existing equipment for consideration by the Employer.

SECTION 6. Employer will, upon request from the Union, make available all lost time injury records.

SECTION 7. Whenever it is determined by the Employer that the use of safety glasses or ear protection is required, the Employer will provide employees with the appropriate eye and/or ear protection.

SECTION 8. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices.

a) When needed to avoid eye fatigue, full-time Video Display Terminal (VDT) operators will be authorized to take periodic breaks as needed.

b) Environmental Differential Pay (EDP) shall be paid in accordance with applicable rules and regulations.

c) Any claimed occupational illness caused by VDT use shall be processed through the established Offices of Workers Compensation Program.

d) The Employer may offer a medical examination to an employee;

1) When the employee requests his/her physical or mental condition be evaluated in relationship to unacceptable performance, conduct, or leave problem.

2) When the employee has made a request for change in duty status, assignment or working conditions or other benefits based on medical reasons, and the Employer determines he/she cannot act further on the request without verification of the clinical findings.

3) Payments of examination expenses and record keeping requirements will be in accordance with current regulations.

4) The Employer shall, upon the findings of the Industrial Hygienist, provide for medical examinations of those employees identified as being exposed to hazardous situations, i.e.; noise, toxic agents, contaminates, etc., or as appropriate based on the Safety Inspections. If concerns arise as to the safety conditions at any time during the year, concerns will be brought to the attention of the Supervisor or the Union.

e) The Employer agrees to consider and whenever reasonably possible, furnish the following health services on a periodic basis for unit members requesting such services.

1) Stop Smoking Clinics

SECTION 9. In the event of a bomb threat, terrorist alert, or a natural disaster, the Employer will notify effected employees and follow established security procedures.

Section 10. Personal Audio Devices

The Union and the Employer agree that use of personal audio devices may positively affect productivity and employee morale. They may also serve to inconvenience or distract other employees and generate dissension in the workplace.

Use of such devices is permitted to the extent that such use does not create a safety hazard or inconvenience to other employees or customers. When a dispute regarding audio devices arises among employees, the employees will attempt to resolve it among themselves. If that is unsuccessful, the supervisor will render a decision.

ARTICLE 19

DISCIPLINARY ACTIONS

SECTION 1. All disciplinary actions shall be taken for just cause.

Disciplinary actions are: letters of reprimand and suspensions of fourteen (14) days or less. All disciplinary actions may be subject to the grievance and arbitration procedures of this Agreement unless excluded by the parties or applicable rules and regulations. Letters of caution/requirements are not considered disciplinary actions.

SECTION 2. The parties agree that employees have the right, should they so request, to Union representation during all phases of discipline. Should the employee not exercise their right to representation, the Union has the right to be present at the adjustment stage.

SECTION 3. The Employer agrees that employee counseling will normally be carried out in private.

SECTION 4. In the case of any formal written disciplinary action, the employee will be furnished, upon request, a copy of all material relied upon to support the action.

ARTICLE 20
GRIEVANCE PROCEDURE

SECTION 1. This Article provides for an orderly and sole procedure for the processing of Employee, Employer and Union grievances. A grievance under the terms of this Agreement is defined as a written complaint by:

- a) any employee concerning any matter relating to the employment of the employee;
- b) the Union concerning any matter relating to the employment of any employee; or
- c) any employee, Union or Agency concerning
 - 1) the effect of interpretation, or claim of breach of this Collective Bargaining Agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. This grievance procedure is the exclusive procedure for resolving grievances of unit employees. The following shall be excluded from this grievance procedure:

- a) Any claimed violation of subchapter III Chapter 73 of Title V, U.S.C. (relating to prohibited political activities).
- b) Retirement, life insurance or health insurance.
- c) A suspension or removal under 5 USC Section 7532 (Adverse actions because of failure to qualify for security

clearances).

- d) Removal of probationary employees during the 12-month probationary period.
- e) Termination of temporary appointments.
- f) A fitness for duty examination.
- g) The classification of any position which does not result in a reduction in grade.

SECTION 3. It is agreed by both the Union and the Employer that early and prompt resolutions of problems and complaints is desirable and attempts for resolution should be initiated at the immediate supervisor's level. Accordingly, it is agreed that the following procedures will apply for processing of unresolved complaints (grievances). Any employee or group of employees in this unit, may present such grievances to the Employer and have them adjusted without the intervention of the Union representative as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union representative has been given an opportunity to be present at the adjustment. Employees who are self-represented in direct adjustments are not entitled to initiate arbitration.

Step 1. An employee having an unresolved complaint (grievance) shall initially present the matter in writing to their immediate supervisor within fifteen (15) calendar days after the event which gave rise to the grievance, unless circumstances made it impossible for either the Union or the Employee to know there were grounds for the grievance prior to that date, in which case

it must be presented within fifteen (15) calendar days after either should have known of such grounds. The grievance must be written on the standard negotiated grievance form stating:

- a) The name and signature of the grievant,
- b) the specific complaint,
- c) the date of the occurrence out of which the complaint arose and all other pertinent information including
 - 1) the name of their designated representative if any,
 - 2) the law, rule, regulation, or article of this Agreement that has been broken and
 - 3) the specific personal relief sought. The employee may be accompanied by a Union Representative. The supervisor will meet with the employee and Union Steward, if represented, within ten (10) calendar days and execute a written decision within five (5) calendar days following the grievance meeting.

Step 2. In the event the resolution is not acceptable, the grievant within five (5) calendar days following the reply from the immediate supervisor may then submit the written grievance to the Second-level Supervisor. The grievance must contain all of the information submitted at the Step 1 level, but no additional grievable matters can be added that were not presented in Step 1.

The Second-level Supervisor will meet with the employee and steward, if represented, within ten (10) calendar days and issue a

Written decision within five (5) calendar days following the grievance meeting.

Step 3. In the event the Step 2 resolution is not acceptable

the grievant may submit the grievance to the DLA Office Director or his designated representative within ten (10) calendar days from receipt of the step 2 decision. The grievance must be in writing, must contain all of the information submitted at the Step 2 decision. The DLA Office Director (or designee) will meet with the employee and Union steward, if represented, and render a written decision within ten (10) calendar days of the grievance meeting. If either party is not satisfied with the decision, it may, within fifteen (15) calendar days from the date of the decision make formal request that the unresolved grievance be submitted to arbitration in accordance with Article 27 of this Agreement.

SECTION 4. All time limits specified by the grievance procedure can be extended by the mutual agreement of both parties. In the absence of such mutual agreement, any grievance that is not filed or appealed within the stated time limit shall be considered closed and not subject to further processing. Failure of the Employer to meet the time limits prescribed shall constitute cause to move the grievance to the next step.

SECTION 5. Union/Employer grievances over the interpretation or application of this Agreement, or over any law, rule, or regulation affecting conditions of employment, will be processed in the following manner. Union grievance on behalf of individual employees may be processed in accordance with Section 3 above, but not under the Union/Employer procedure of this article.

a) The aggrieved party shall file a written grievance with the other party, provided the grievance is filed within twenty-one (21) calendar days after the event giving rise to grievance. The written grievance must include the relevant facts and the relief being sought. Within ten (10) calendar days after receipt of the grievance by either party, the Local Union President (or designee) and the DLA Office Director (or designee) shall meet to resolve the grievance. If the grievance is resolved, the parties shall execute a memorandum of understanding setting forth the resolution. If the grievance is not resolved, the party to whom the grievance was submitted shall forward its decision to the grieving party within ten (10) calendar days following the meeting. If a decision is not issued in ten (10) calendar days, or if the decision is unacceptable, the grieving party may submit the matter to arbitration in accordance with Article 21.

SECTION 6. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Union and the Employer will call the aggrieved employees together and the Union will select one (1) case for processing under the grievance procedure. The employees will be advised that in processing one (1) grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

a) The Employer and the Union agree that at the option of the employee, they may appeal adverse actions either to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both. The employee may also elect to process an individual complaint of discrimination either through the EEO Complaints Procedure or through the Negotiated Grievance Procedure, but not both. Should an employee elect to process a complaint of discrimination through the Negotiated Grievance Procedure, the grievance shall begin at Step 1 of the procedure provided the employee has received counseling and the counselors report from the EEO counselor. For the purpose of this article Adverse Actions are defined as removals, suspensions of over fourteen(14) calendar days, reduction in grade or pay, or furlough for 30 days or less.

b) In the event an employee wishes to appeal an adverse action under this Negotiated Grievance Procedure in lieu of the appellate procedure as set forth in Section 7701 of the Act, the appeal shall be reduced to writing on the negotiated grievance form. The grievance shall be entered directly at the level above the deciding Supervisory level within fifteen (15) calendar days following the employee's receipt of the decision in response to the employee's reply to the adverse action proposal. On receipt of such grievance the procedures and time limits or the appropriate step will apply.

c) In the event that the deciding official is or was the DLA Office Director, the grievance will be submitted to the

Director for reconsideration prior to submission to Arbitration under Article 21. The time limit for the Director's response will be ten (10) calendar days.

ARTICLE 21

ARBITRATION/MEDIATION

SECTION 1. Subsequent to step 3 of the Negotiated Grievance Procedure, the parties may pursue resolution of an unresolved grievance through the mediation process. The specific terms and conditions of mediation shall be mutually agreed upon by the parties prior to mediation. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure/mediation process, such grievance, upon written request by either party within fifteen (15) calendar days after issuance of the Employer's final decision/date of mediation, shall be submitted to binding arbitration.

SECTION 2. Within five (5) calendar days from the date of receipt of the arbitration request, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) calendar days after the receipt of such a list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Union and the Employer will each alternately strike one (1) arbitrator's name, by flip of a coin, from the list of seven (7) and shall then

repeat this procedure. The remaining name shall be the duly selected arbitrator.

SECTION 3. The Arbitrator will schedule a hearing after giving due notice to the parties. At such hearing, the testimony will be limited to such material facts as are in dispute and to such material argument as the Arbitrator considers to be necessary and proper. All other procedures relating to Arbitration shall be determined by the Arbitrator.

SECTION 4. The Arbitrator's fees and expenses, if any, shall be borne equally by the parties. Arbitration hearing will normally be held on the Employer's premises during regular day shift hours of the normal basic work week. In the event Employer facilities are not available or the parties agree to hold the hearing at facilities not under the control of the Employer, the cost of such hearing facilities, if any, will be borne equally by the Employer and the Union.

SECTION 5. A reasonable number of witnesses giving testimony relevant to the case will be excused from duty to the extent necessary to participate in the hearing; however, it is understood and agreed that overtime or compensatory time will not be paid for time involved in the proceedings.

SECTION 6. The process of Arbitration will be carried out as expeditiously as possible. The Arbitrator will, whenever

practicable, render the decision in writing within two (2) calendar weeks after fully taking the matter under submission by sending copies of the decision to the DLA Office Director and to the Union President or his designee.

SECTION 7. The Arbitrator shall only have the authority to interpret those parts of the Agreement applicable to the particular case under consideration and shall have no authority to add to, subtract from, or modify terms of this Agreement. The parties agree that any questions involving the interpretation of published agency policies or regulations, provisions of law, or regulations or authorities outside the agency at a higher level than the local Command shall not be subject to the grievance and arbitration procedures, even though mentioned in the Agreement.

SECTION 8. The Arbitrator's award shall be binding on the Parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under their regulations.

SECTION 9. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

SECTION 10. Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be submitted to the Arbitrator for decision.

ARTICLE 22

DUES WITHHOLDING

SECTION 1. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by the member for the payment of dues through payroll deduction.

SECTION 2. Union dues shall be deducted by the Employer from the employee's pay each pay period when the following conditions are met:

- a) The employee is a member in good standing in the Local;
- b) The employee has voluntarily authorized such a deduction on the Standard Form 1187, Allotment Form.
- c) The employees' earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment and;
- d) Section A of the SF-1187 Allotment Form has been completed and the form has been received by the servicing payroll office.

SECTION 3. The Union shall be responsible for insuring that the Allotment form is provided and made available to the members and shall insure that the employees are fully informed concerning the program for payroll deduction of Union dues, its voluntary nature,

the uses of the required form and the procedure for revocation of allotments.

SECTION 4. Bargaining unit members will submit their completed SF-1187 Form to the designated Union official. This Union official will certify the Form, including the amount of dues to be withheld, and forward same to the Director, DLA Office, San Diego, CA. The withholding of dues will begin on the next full pay period, provided the SF 1187 Form is received by the Director at least seven (7) calendar days prior to the beginning of that pay period.

SECTION 5. The amount of Union dues to be deducted each biweekly pay period shall remain as originally certified on the allotment form until a change in the amount of such dues is certified by the authorized Union official. At any time there is a change in dues structure, the Union will send an official letter to the Director of the DLA Office, San Diego, California, noting the new amount(s) to be deducted. The new amounts will be deducted starting the first full pay period following receipt by the Director, provided the letter is received by the Director at least seven (7) calendar days prior to the beginning of that pay period. The Union agrees that changes in dues structure shall not be made more frequently than twice (2) in a calendar year.

SECTION 6. The servicing Payroll Office will forward to the Union representative designated by the Union, as expeditiously as

possible at the end of each pay period, the following:

- a) A list in duplicate which will contain the name and payroll number of each employee member of the Union on voluntary allotment, and the amount of such allotment deducted for such employee member;
- b) A check-drawn by the servicing payroll office on the Treasury of the United States and made payable to the local allottee designated by the Union, in an amount equal to the total of all such monetary allotment deductions.

SECTION 7. An employee may not revoke a dues withholding allotment for a period of one (1) year from the effective date of the allotment. Employees who have a dues allotment in effect for one (1) year may revoke such allotment by completing-a SF1188 Form and submitting it to the Director, DLA Office, San Diego, California, no earlier than two (2) pay periods nor later than one (1) pay period prior to the their anniversary date. Upon receipt of a properly executed SF-1188 Form, the Employer will forward a copy of same to the Union. The revocation will become effective on the first full pay period following the anniversary date. The Union agrees to acquire and make readily available SF-1188 Forms to bargaining unit members.

- a) A dues withholding allotment may also be terminated when the employee leaves the unit, loss of exclusive recognition by the union, or when the employee has been expelled or suspended from the Union.

SECTION 8. The Union shall furnish the Employer with a certification of the amount of dues and the name and address of the official of the Union authorized to certify Section A of the SF-1187 Form on-behalf of the Union. The Union shall be responsible for giving the Employer prompt written notification of any changes in the name or address, or both, of the officials of the Union.

SECTION 9. The provisions contained in this Memorandum of Understanding shall be incorporated in a Collective Bargaining Agreement between the parties. These provisions are also subject to revision at such time as may be necessary to comply with changer in law or regulation.

ARTICLE 23

UNION FACILITIES

SECTION 1. Union stewards will be allowed to use telephones, fax machines, and electronic mail of the Employer to make local or DSN calls necessary in conducting official and authorized representational functions.

ARTICLE 24

PERFORMANCE STANDARDS

SECTION 1. Performance standards will be reflective of duties and responsibilities assigned the position and constructed in

accordance with applicable law. While the standards themselves are not grievable, application of standards and other matters related to the performance appraisal program may be grieved through the negotiated grievance procedure contained in this Agreement.

SECTION 2. In the development and setting of performance standards by Management, employees will be given a reasonable opportunity to review the proposed standards and to provide their input. Each supervisor will give full consideration to employee comments before finalizing the standard.

SECTION 3. Employee signatures on the performance appraisal form signifies only that a discussion of the appraisal has taken place and does not constitute their agreement with the performance standards established for their position or the rating received.

SECTION 4. A copy of an employee's performance appraisal will be provided to the employee at the end of each appraisal period and at the midterm appraisal if requested.

SECTION 5. Management has the responsibility to develop programs, methods, procedures, and techniques required to maintain or improve productivity. The Union will be informed of programs that have a potential impact on the employees of the unit enable their review by the Union during the development phase and recommendations for improvement will be submitted for

consideration. Programs will be directed toward improving the capability of the work force by training, reassignment and other action to prevent layoffs when productivity improvements results from use of labor-saving equipment.

SECTION 6. The Union will participate with Management in the development of programs aimed at improving productivity. Union officials will encourage employees of the unit to participate in programs aimed at reducing costs and improving productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program.

SECTION 7. Prior to implementation of changes in conditions of employment resulting from Total Quality Management activities the Employer will comply with its obligations to the Union under the Statute.

SECTION 8. For each employee covered by this system, the completed official appraisal form shall be maintained within an Employee Performance Folder (EPF). Appraisers may retain unofficial copies of performance documents; however, the storage, access and retention of such documents will be subject to the rules and regulations governing the Freedom of Information and Privacy Acts. Personal notes retained by supervisors/managers which are for the personal use of the author, are not provided to any other person and which are retained or discarded at the

author's sole discretion are not considered a part of the performance appraisal file system and are not subject to the Privacy Act. However, when such materials are disseminated or shown to an employee or to other management officials they lose their exempt status and become an agency record. Employees will be provided access to such agency records upon request.

ARTICLE 25

BULLETIN BOARDS

SECTION 1. The union may post notices of meetings and other similar announcements on the Employers official bulletin boards. The Union agrees to furnish the Employer (Labor and Management-Employee Relations Division) one (1) copy of all material to be distributed or posted.

ARTICLE 26

CONTRACTING OUT OF BARGAINING UNIT WORK

SECTION 1. Management will consult with the Union when a study indicates the possibility of the contracting-out of work being performed by unit Employees which could result in reduction in force or employment opportunities.

SECTION 2. There will be a meeting scheduled every two months between the area stewards and the division head to advise them of current and predicted workload information consistent with

security and other legal requirements. Matters of mutual concern such as safety, tooling, employee problems, etc., will also be discussed at this time.

ARTICLE 27 BENEFICIAL SUGGESTION AWARDS PROGRAM

SECTION 1. The parties agree that a well-managed Beneficial Suggestion Awards Program is of mutual benefit and can be of significance in the morale and well-being of the work force. The Employer will publicize the program and the Union will encourage participation.

SECTION 2. It is agreed that every reasonable effort will be made to process beneficial suggestions in an expeditious manner in accordance with applicable regulations. Employees who encounter delays in receiving a final determination on the adoption or rejection of a submitted suggestion may take the matter up with their immediate supervisor and the Incentive Awards Coordinator for their organization. If no satisfactory answer is received, the employee may take the matter up with the Incentive Awards Administrator.

SECTION 3. Employees are encouraged to discuss prospective suggestions with their immediate supervisor/knowledgeable employees to assist them in developing their suggestion submission.

ARTICLE 28

GENERAL PROVISIONS

SECTION 1. Copies of Official Personnel Files (OPF) will be made available to employees upon request. Employees may use a government computer to access their Electronic Official Personnel File (EOPF) during break and lunch periods, and before and after duty hours.

ARTICLE 29

DURATION OF AGREEMENT AND AMENDMENTS

SECTION 1. All provisions of this Agreement shall become effective following the date of approval by the Secretary of Defense and the date of approval by the International Association of Machinists and Aerospace Workers, District 725, Local Lodge 726.

a) The Agreement shall remain in full force for three (3) years following the date of approval, providing that the Union continues to meet the requirements for exclusive recognition. The termination of this Agreement as provided herein shall not in and of itself serve to terminate the exclusive recognition of the Union as long as the Union continues to be eligible for such recognition under the applicable regulations.

b) It shall be opened for amendment upon written request of either party made within thirty (30) calendar days after

receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or the Defense Logistics Agency, which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation or instructions upon which each such amendment is based. The Parties shall meet within fourteen (14) 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 the discretionary area(s) which the same delegates to the Employer. Such amendments, as agreed to by the parties, will be duly executed by the parties.

SECTION 2. At least thirty (30), but not earlier than sixty (60) calendar days prior to the normal expiration date of this Agreement, representatives of the Employer and the Union shall meet for the purpose of commencing renegotiation of the Agreement.

Any request for extension of this Agreement will be signed by both Parties indicating the desired extension period and forwarded to the Director, Defense Logistics Agency.

Section 3. This Agreement may be opened at any time for modification, addition, or deletion of terms by mutual consent of the parties.

ARTICLE 30
OFFICIAL TRAVEL

SECTION 1. GENERAL

- A. This Article is applicable to all official travel performed by the bargaining unit represented by the Union.
- B. The Employer and the Union agree that an employee who is authorized official 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. In this connection, excess costs, circuitous routes, delays, or luxury accommodations, which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.
- C. Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees who are required to travel), as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Civilian Personnel Joint Travel Regulations(JTR).
- D. The Employer will provide training on the use of the Defense Travel System and technical assistance as needed.

SECTION 2. TRAVEL ORDERS

- A. 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.
- B. The TDY travel orders may authorize an advance of funds to the employee for travel and transportation expenses not to exceed the maximum amount authorized by the JTR, provided that such amount is not less than \$50.
- C. Local travel authorizations which approve the use of a privately owned vehicle (POV) by the employee as being more advantageous to the Government or for the convenience of the Government, shall be issued in advance.

SECTION 3. SCHEDULING TDY TRAVEL

To the maximum extent possible, travel shall be scheduled so that the

employee shall perform travel during his/her regularly scheduled work hours. Should this not be possible and the resultant travel meets the criteria of 5 U.S.C. § 5542 (overtime rates; computation) or the Fair Labor Standards Act (as appropriate) the employee shall be paid overtime. Employees will be paid overtime in accordance with applicable laws and regulations. When the payment of overtime is precluded by governing laws and/or Government-wide regulations, the approving official who orders such travel shall record the reasons therefore and upon request of the employees shall furnish a copy of the statement to the employee.

SECTION 4. TEMPORARY DUTY ASSIGNMENTS. When the TDY assignment requires the employee to be away from his/her permanent duty station for more than 30 days and the assignment does not require the employee to remain at the place of TDY on non-workdays:

- A. The approving official may direct, in the TDY orders, that the employee return to his/her permanent duty station for the non-workdays provided that the cost to the Government for round trip transportation and per diem or actual expense allowance is less than the per diem or actual expense
- B. The employee may voluntarily return to his/her permanent duty station provided that his/her availability for duty on the scheduled TDY workdays is not affected adversely. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the per diem or actual expense allowance to which the employee would have been entitled had he/she remained at the place of TDY.
- C. It is the intent of the parties to provide employees with a reasonable rest period upon return from TDY. When an employee returning from TDY arrives between midnight and 0600 due to circumstances beyond their control, the employer will consider granting excused absence to provide for a reasonable rest period prior to returning to duty.

SECTION 5. MODES OF TRANSPORTATION

- A. The approving official shall determine the mode of transportation which is most advantageous to the Government. In selecting the particular method of transportation to be used, the approving official shall consider the nature and duties of the employee requiring travel, the total cost to the Government, the total distance of travel, the number of points to be visited, and energy conservation.

- B. If an approving official determines that an automobile is required for travel, a Government-owned leased automobile shall be used whenever it is reasonably available. The use of POV may be authorized only if 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 approved, reimbursement to the employee shall be limited to the cost on 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 the lesser.

SECTION 6. TRAVEL VOUCHERS. 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. The Employer will advise the employee of the appropriate office or point of contact who will provide advice on the processing of the travel voucher and financial entitlements. 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.

SECTION 7. GOVERNMENT TRAVEL CREDIT CARD (GTCC)

- A. The Travel and Transportation Reform Act of 1998, "TTRA" (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 (those who are not required to travel more than twice per 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. It will also publish information for those who are exempt from using the GTCC. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.

- B. Any bargaining unit employee who has been issued a GTCC and is identified as an infrequent traveler will be notified two weeks in advance before their travel card is deactivated provided the card issuer gives DLA more than two weeks notice. In the event DLA does not receive two weeks' notice, the Employer will notify the employee within two workdays of receiving notice. The preferred notification method will be by e-mail unless the cardholder does not have e-mail access. In cases where the bargaining unit member does not have e-mail access, the cardholder will be notified in writing that his/her card will be deactivated and the date of deactivation. Notification will include information on options available to infrequent travelers. Such information will also be posted to the DLA Travel web page and available in hard copy upon request.

Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form 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, including any charges made by persons the employee allows to use the card.

- D. Employees who file timely travel claims upon completion of travel (defined by the Financial Management Regulation Vol 9, Chapter 8, Section 080501 to be within 5 working days of return to the Permanent Duty Station) but fail to receive the allowable reimbursement in a timely manner by the Employer (after 30 days of receipt of the travel claim) AND who incur late fees in such cases from the card issuer will be authorized to submit a supplemental travel voucher to servicing travel pay office for the reimbursement of the late fees assessed. Employees will also be entitled to the appropriate amount of interest authorized by the Prompt Payment Act This reimbursement provision also applies when an employee cannot file a timely claim due to actions of the Employer (e.g., delays in processing vouchers or issuing travel orders.)
- E. In the event an employee's account becomes 45 days delinquent, the Employer will contact the employee upon receipt of the 45 day notice. Employees will be contacted by the Activity Program Coordinator (APC) via email (when available) and advised that the employee should contact the APC as soon as possible to discuss an urgent matter related to their travel

card. When email is not available, the Employer will advise the employee, via telephone or in writing, of the delinquency. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.

- F. Prior to an employee becoming subject to salary offset, the employee will be notified, in writing, of his/her due process rights under the Debt Collection Act of 1982. The Employer will provide such employees with the procedures used for salary offset and will respond to questions from the employee regarding the process. In the event of an erroneous salary offset, the Employer will provide assistance to the employee to resolve the matter, including speaking with and writing to the servicing travel pay office on the employee's behalf. For purposes of this paragraph, e-mail is a suitable means of communicating in writing. The employee will be provided a copy of the written communication.
- G. Should the Employer decide to lower the amount of credit available to a travel cardholder, the card holder will be informed of the change 30 days in advance. Cardholders needing additional amounts of credit for valid government travel will be advised to contact the APC or designee for assistance in obtaining the increased amount of credit.
- H. Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, or regulation.
- I. Employees may have a Union representative during conversations and meetings regarding disputes involving the GTCC. These meetings may be in person or by teleconference.
- J. Unresolved disputes may be addressed using the Negotiated Grievance Procedure
- K. Should either party identify any procedural problem with the implementation of Salary Offset process, the parties agree to meet, discuss and with mutual agreement of both parties, negotiate the problem issue.

SECTION 8. Travel Orders for Union Representatives. Union representatives who are employees may travel for official representational and training functions in situations where this Agreement does not authorize payment of travel expenses. When official time or annual leave is authorized for such functions, the employees will be issued no cost travel orders. Payment of expenses

for such orders is the responsibility of the Union or the individual. Requests for travel orders under this Section will be initiated by the Local Lodge 726 President or designee or District Lodge 725 Representative by contacting the servicing Human Resources Office

ARTICLE 31

TELEWORK

SECTION 1. Telework is a voluntary program which may be authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The purpose of this Article is to ensure that eligible employees may participate in Teleworking to the maximum extent possible. The parties recognize that both regular and recurring and ad hoc (intermittent) Telework arrangements benefit employees and the Employer by, among other things:

- A. potentially improving the productivity of employees;
- B. assisting in the recruitment and retention of high quality employees;
- C. improving employee morale;
- D. allowing employees to establish a better balance between their work and personal lives;
- E. reducing commuting costs and commuting stress;
- F. improving job access and reasonable accommodations for disabled employees;
- G. reducing costs for office space and related costs for utilities, parking, etc.;
- H. Accommodating employees needs for convalescence from short-term injuries or illnesses;
- I. Accommodating work needs when the regular workspace is unavailable (e.g., during office renovation); and
- J. promoting the Defense Logistics Agency as an Employer of choice.

SECTION 2. The parties recognize that some positions are not generally eligible for Telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

- A. require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;
- B. require daily access to classified information; or
- C. are part of trainee or entry-level positions.

SECTION 3. DLA and the Union recognize that employees who Telework must be available to work at the traditional worksite on Telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled Telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

SECTION 4 TYPES OF TELEWORK

- A. Regular and recurring Telework arrangements are approved work schedules allowing eligible employees to work at an approved alternative worksite at least one day per week (including from home). Organizations may not impose blanket or arbitrary restrictions on the number of days of telework. The number of days of Telework is based upon workload requirements, ability to maintain effective communications in the workplace, implement new work processes, and

accomplish the mission of the Agency. When an employee submits a Telework request, he/she will meet with the supervisor to discuss these specifics. This discussion will assist the supervisor in recommending the number of days per week Telework should be authorized. Approving officials have the sole discretion to determine the number of days per week (from one to five) a Teleworker is approved to work. Approving officials will advise Teleworkers of the number of days per week they are authorized to Telework. If the number of approved days per week is less than that requested by the employee, the employer will advise the employee of the business/mission reason. Mere generic statements such as "mission requirements" are not sufficient reasons.

- B. Ad hoc (intermittent) Telework means occasional, one time, or irregular Telework by an employee at an approved alternative worksite typically for a day, or a block of days, to work on projects or assignments that may be effectively performed away from the traditional worksite. Ad hoc (intermittent) Telework provides an ideal arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a local directive, preparing a brief or arguments, preparing an organization's budget submission, reviewing various types of proposals, or preparing research papers. Such situations may occur through the year or be a one-time event.

SECTION 5. TELEWORK AGREEMENTS

- A. Prior to commencement of regular and recurring Telework arrangements, the supervisor and the employee must request approval to Telework using DLA Form 1864 (July 2004). Written approval or disapproval normally will occur, within 10 (ten) workdays of submission by the employee, but no later than 15 workdays. If disapproved, the employee will be provided with a written explanation of the reason. If approved, the employee must complete and sign a Telework Agreement (DLA Form 1865, July 2004) that outlines the terms and conditions of the arrangements. The purpose of the Telework Agreement is to prescribe the approved alternative worksite, Telework scheduling, and to address personnel and security issues. If the agreement is for work from home, the employee must designate one area of the home as the official workstation, and must sign a self-certification safety checklist (DLA Form 1866, July 2004) that proclaims the home safe. DLA Form 1866, July 2004 must be completed by the supervisor and employee to ensure proper understanding of the Telework Program.
- B. Individual participants may terminate their personal Telework agreement by giving advance written notice.
- C. Telework agreements will normally be approved on an annual basis and will be extended unless the employee or the employee's position no longer meet the eligibility requirements to Telework. The Employer may modify or terminate a Telework arrangement if that arrangement is having a demonstrated undue adverse impact on work operations or performance. When practicable, the supervisor or manager will provide written notice prior to the cancellation of participation in order to

provide adequate time for conversion back to the official duty station. New Telework agreements are not required simply because a new supervisor or approving official is assigned to an organization.

SECTION 6. REQUIREMENTS

Employees who wish to Telework must meet the following requirements:

- A. Be performing at the Fully Successful level.
- B. Not have a disciplinary action in their record during the prior 18 month period (12 months for reprimands) from the date they requested to Telework.
- C. Not be under a letter of leave restriction.
- D. Complete a Telework training course approved by DLA.

The Telework approving official may waive some or all of the requirements above. Situations leading to a waiver may include requests for short term Telework because of a documented temporary medical condition or due to serious illness of a family member.

SECTION 7. GRIEVANCES

- A. If an employee disputes the reason given by a supervisor for not approving him or her for Telework or for terminating his or her Telework Agreement, the employee may submit a grievance using the negotiated grievance procedure.
- B. If the Union believes that the Employer is not complying with the negotiated policies or applicable laws, rules, or regulations concerning Teleworking, the matter may be grieved under the negotiated grievance procedure.

SECTION 8. INFORMATION

The parties agree to discuss emerging issues related to Telework when either party requests it. Such updates will include information concerning the number of positions designated as eligible by job title, series and grade, the number of employees requesting Telework and the number actually approved for Telework by Local activity and other information viewed as mutually relevant by the parties.

SECTION 9. FLEXIPLACE

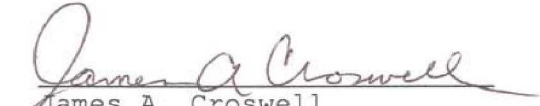
Flexiplace is a term traditionally applied to Telework when used for reasonable accommodation of an employee's disability. An employee requesting Telework as a reasonable accommodation will use DLA Form 1864, July 2004, and provide the necessary documentation to support the request. Nothing in the Article diminishes the obligation of the Employer to provide reasonable accommodations. Should the Employer determine the requested accommodation is reasonable; the Employer will waive the requirements of Section 6.

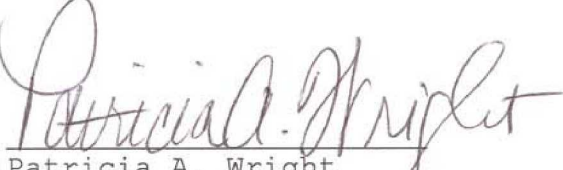
In Witness thereof the Parties hereto have this
Agreement

On this the 22ND Day of November 2011.

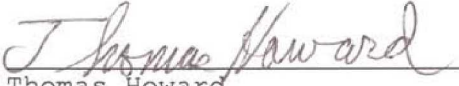
Internal Association of
Machinist & Aerospace
Workers, District No. 725
Local Lodge 726

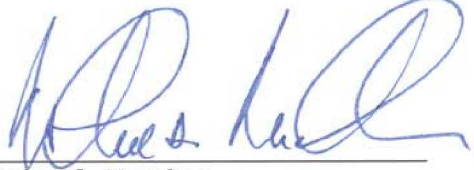
DLA Document Services
San Diego, California


James A. Croswell
Business Representative
IAM&AW District Lodge 725
Chief Negotiator


Patricia A. Wright
Director DLA Document Services
at San Diego

NEGOTIATING COMMITTEE:


Thomas Howard
Chief Steward


Michael Meador
Deputy Director DLA Document Services
at San Diego


James M. Shoudy
Senior Steward

IAM GRIEVANCE FORM			
NATURE OF COMPLAINT:			
AGGRIEVED EMPLOYEE		ID NUMBER	
SHOP STEWARD		ID NUMBER	
AGGRIEVED EMPLOYEE OR SHOP STEWARD (SIGNATURE)			
RECEIVED BY		DATE	TIME
ADJUSTMENTS OFFERED, IF ANY:			
FOREMAN (SIGNATURE)			
DISPOSITION RECEIVED BY (SHOP STEWARD) (SIGNATURE)		DATE	TIME
COMPLETE STATEMENT OF GRIEVANCE:			
REMEDY OR CORRECTION REQUESTED:			
SECTION OF CONTRACT OR REGULATION RELIED UPON OR CLAIMED TO HAVE BEEN VIOLATED			
EMPLOYEE OR CHIEF SHOP STEWARD (SIGNATURE)			
RECEIVED BY (BRANCH HEAD) (SIGNATURE)		DATE	TIME
SECOND STEP MEETING HELD WITH		DATE	TIME
DISPOSITION BY (CHIEF SHOP STEWARD) (SIGNATURE)		DATE	TIME
COMPLETE STATEMENT OF GRIEVANCE:			
REMEDY OR CORRECTION REQUESTED:			
SECTION OF CONTRACT OR REGULATION RELIED UPON OR CLAIMED TO HAVE BEEN VIOLATED:			
UNIT CHAIRMAN (SIGNATURE)			
RECEIVED BY (DEPARTMENT HEAD) (SIGNATURE)		DATE	TIME
THIRD STEP MEETING WITH		DATE	TIME
DISPOSITION RECEIVED BY (UNIT CHAIRMAN) (SIGNATURE)		DATE	TIME
APPEALED BY		DATE	TIME
PRE-ARBITRATION MEETING HELD:		DATE	TIME
EMPLOYER REPRESENTATIVES			
UNION REPRESENTATIVES			
IF SETTLED, DISPOSITION RECEIVED BY (SIGNATURE)		DATE	TIME
ARBITRATOR AGREED UPON		DATE	
SUBMISSION AGREEMENT SIGNED		DATE	TIME

FIRST STEP

SECOND STEP

THIRD STEP

ARBITRATION

