

# AGREEMENT

BETWEEN THE

DEFENSE DISTRIBUTION DEPOT  
PEARL HARBOR, HAWAII

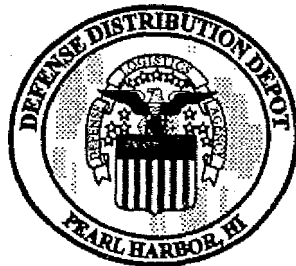
AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 556, AFL-CIO

AND

HAWAII FEDERAL EMPLOYEES  
METAL TRADES COUNCIL, AFL-CIO

REPRESENTED BY  
SEIU LOCAL 556, AFL-CIO



## TABLE OF CONTENTS

	Page #
Preamble	1
Witnesseth	2
Article 1 Parties to the Agreement and Bargaining Units Covered	3
Article 2 Governing Laws and Regulations	4
Article 3 Representation	5
Article 4 Employer's Rights	9
Article 5 Union's Rights	11
Article 6 Employee Rights	12
Article 7 Equal Employment Opportunity	13
Article 8 Career Development and Training	15
Article 9 Incentive Awards	16
Article 10 Position Classification	17
Article 11 Merit Promotion	18
Article 12 Employee Assistance Program	25
Article 13 Safety and Health	26
Article 14 Performance Evaluation	27
Article 15 Employee Disability Compensation	36
Article 16 Hours of Duty	37
Article 17 Overtime Assignments	40

Article 18	Extended Leave and Excused Absences	43
Article 19	Holidays	46
Article 20	Annual Leave	47
Article 21	Sick Leave	49
Article 22	Family Medical Leave Act	51
Article 23	Court Leave	52
Article 24	Reassignments and Details	53
Article 25	Reorganization	55
Article 26	Reduction-in-Force	56
Article 27	Contracting Out	57
Article 28	Administration of Discipline	58
Article 29	Grievance Procedures	61
Article 30	Arbitration	65
Article 31	Payroll Allotments for Withholding of Dues	67
Article 32	Copies of Agreement	70
Article 33	Publicity	71
Article 34	General Provisions	72
Article 35	Duration and Termination	73
Appendix 1	Grievance Form	75

## PREAMBLE

This Agreement is made and entered into by and between the DEFENSE DISTRIBUTION DEPOT PEARL HARBOR HAWAII (DDPH), hereinafter referred to as the "Agency", and SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 556, AFL-CIO and HAWAII FEDERAL EMPLOYEES METAL TRADES COUNCIL (HFEMTC), AFL-CIO, represented by SEIU LOCAL 556, AFL-CIO, hereinafter referred to as "Union". DDPH is a secondary level field activity (SLFA) reporting to the Defense Distribution Center (DDC), a primary level field activity (PLFA) under the Defense Logistics Agency (DLA).

## WITNESSETH

The Agency and the Union share the conviction that the public interest can be best served by a constructive labor-management relations program, which provides for optimum participation of employees, through cooperative relationship with the Union in the formulation and implementation of policies and practices, which affect them. Both parties are committed to the development of a program, which achieves that objective.

## ARTICLE 1

### EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

**SECTION 1.** The Agency recognizes the Union as the exclusive representative of all employees covered by this Agreement, with respect to their interests in the matters of grievances, personnel policies and practices or other matters affecting general working conditions.

**SECTION 2.** The bargaining unit consists of all General Schedule non-supervisory, non-professional employees of the Department of Defense, Defense Logistics Agency, Defense Distribution Depot Pearl Harbor, Hawaii. As certified by FLRA case number SF-RP-90050, dated July 14, 1999, (SEIU Local 556, AFL-CIO). (Excluded are all Wage Grade employees, professional employees, management officials, supervisors, confidential employees described in 5 USC 7112(b) 2, 3, 4, 6, and 7.)

The bargaining unit as certified by FLRA case number, SF-RP-90051, dated July 14, 1999 (HFMTTC), represented by SEIU Local 556, AFL-CIO, includes all Wage Grade employees of the Department of Defense, Defense Logistics Agency, Defense Distribution Depot Pearl Harbor, Hawaii. (Excluded are all General Schedule employees and employees described in 5 USC 7112 (b) 2, 3, 4, 6, and 7.)

## ARTICLE 2

### GOVERNING LAWS AND REGULATIONS

**SECTION 1.** The Agency and the Union are and shall be governed by all applicable laws of the United States, including those in effect on the effective date of this Agreement and those which are subsequently enacted. They also are and shall be governed by all applicable Government-wide regulations in effect at the time that this Agreement is executed. The Agency shall effectively enforce all provisions of the Civil Service Reform Act of 1978 which it has a statutory duty to enforce; but it will not enforce any Government-wide rule or regulation promulgated after the effective date of this Agreement which is in conflict with the provisions of this Agreement unless such rule or regulation is properly subject to the provisions of 5 U.S.C. 7116(a)(7).

**SECTION 2.** Rules, regulations and /or directives in possession of the Agency which deals with personnel policies and practices affecting employees in the bargaining units will be available for the perusal of the Union upon request, or when deemed by the Agency to be of interest to the Union. The foregoing is subject to security regulations, the Freedom of Information Act, the Privacy Act and is not applicable to policies, regulations, and memoranda of an intra-management nature.

## ARTICLE 3

### REPRESENTATION

**SECTION 1.** The Agency shall recognize the officials and designated representatives of the Union. The Union shall maintain and provide to the Agency accurate and current information on all Union officials and authorized representatives, with their assigned areas of responsibilities.

**SECTION 2.** Union representatives who are not employees of DDPH and who desire admission to the depot will make arrangements through the Commander or his designee in advance of a visit. Such visits shall be governed by current security regulations and the Agency reserves the right to require that any such visitor be escorted by an Agency representative during this stay at DDPH.

**SECTION 3.** A reasonable number stewards and representatives may be authorized by the Union, as representatives of the employees. The Union assumes responsibility for designating the minimum number to provide efficient and effective employee representation. Differences between the Union and the Agency concerning the number of representatives will be resolved through grievance procedures.

**SECTION 4.** The Agency and the Union shall encourage their respective representatives to seek mutually acceptable solutions of problems at the lowest level. Consultation shall commence between appropriate stewards and supervisors. This does not deny the Union the opportunity of discussion with higher levels of management.

### SECTION 5. OFFICIAL TIME

#### A. General

##### 1. Definitions:

a. "Official time" means time granted by the Agency to a bargaining unit employee whose name has been provided in accordance with Section 1 of this Article by the Union to the DDPH Commander as being an elected, designated, or appointed officer or representative of the Union to perform representational functions, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay, and is considered hours of work.

b. "Representational functions" means the following activities:



(1) Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.

(2) Presentation and processing of grievances in accordance with Article 29 of this Agreement.

(3) Attendance at management-initiated meetings not otherwise described in this Agreement, when invited.

(4) Participation on committees or panels as authorized by this Agreement.

(5) Participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.

(6) When negotiating "face-to-face" a supplement to this Agreement and mid-term proposals after reasonable time has transpired for all parties to prepare, transmit, consider, and communicate on articles and issues through use of mail and telephone.

2. Prohibited Activities. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions:

- a. Matters pertaining to internal management of the Union.
- b. Membership meetings.
- c. Soliciting of memberships.
- d. Collecting of dues or assessments.
- e. Campaigning for Union office.
- f. Distributing or posting of union literature, notices and authorization cards.

B. Use of Official Time. The Agency and the Union shares the mutual responsibility to ensure that use of official time is reasonable.

C. Release of Union Officials to Perform Representational Functions.

Each Union official/steward will notify his/her supervisor each time representation duties begin and end in order that proper time and attendance records may be maintained and to permit supervisor assessment of the reasonableness of official time.

**SECTION 6.** Reasonable time during working hours (time allowed) shall be granted to Union representatives to carry out their duties and responsibilities in work-related matters in assigned areas.

**SECTION 7.** The Agency will provide each new employee with a copy of this Agreement and it will afford a Union representative 15 minutes with new employees to explain the functions of the Union in representing employees.

**SECTION 8.** Union representatives shall report to and obtain permission from their supervisor whenever they desire to leave their assigned work for the purposes referred to above, and shall report back to their supervisor at the time they returned to the job. Prior to discussions with an employee in another work area, the representative will report to the immediate supervisor in that particular area, and state the purpose of the visit before interrupting the employee's work. Supervisory permission will be granted promptly in the absence of compelling circumstances. If circumstances preclude permission at that time, the representative will be informed when such permission will be granted.

**SECTION 9.** Union representatives who have a continuing Union assignment normally shall not be reassigned or detailed from one work shift (unless assigned to a rotating shift position) except when:

A. there are compelling reasons therefore, or

B. geographically mobility is a part of their normal work assignment when appointed representative (e.g. truck driver, crane operator, etc.). If and when such management initiated reassignment or detail becomes necessary, the Agency shall notify the Union as far in advance of the effective date as practical; and time permitting, shall consult with the Union about the matter, if requested. The curtailment does not extend to or preclude assignment to other work areas or changes of shift, as warranted by unforeseen circumstances, to meet temporary emergency or unscheduled work requirements, except that such assignments will be terminated as soon as possible.

**SECTION 10.** Suitable space within DDPH will be made available by the agency to the Union for the purpose of holding meetings and for filing material pertinent to this

Agreement and the union's responsibility thereunder. The Union shall maintain such space in clean and orderly condition and will make not alteration thereto without the Agency's prior approval.

**SECTION 11.** The Agency will grant a reasonable amount of official time to Union representatives to attend Union-conducted training (e.g., ADR Procedures, EEO, etc.) which is of mutual concern to the Agency and the representative and where the Agency's interest will be served by the representative's attendance. The union will submit a schedule of the training and the subject matter(s) to be covered to the Agency at least 10 calendar days in advance along with the request for official time. Official time will not be granted to attend training regarding internal union business (e.g. membership drives, elections, etc.)

**SECTION 12.** It is to the advantage of both the Agency and the Union if representatives are knowledgeable about applicable laws, regulations and new developments pertaining thereto. Union representatives may be granted reasonable amounts of official time to attend union-sponsored training sessions or other training courses which are available at no cost to the Government, either for tuition, travel and per diem. Official time will not be granted to attend training regarding internal union business.

## ARTICLE 4

### EMPLOYER'S RIGHTS

SECTION 1. Nothing in this Agreement shall affect the authority of the Employer:

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 appointments from -

a. among properly ranked and certified candidates for promotion; or

b. any other appropriate source; and

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

SECTION 2. Nothing in this Agreement shall preclude the Agency and the Union from negotiating:

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

B. procedures which management officials of the Agency will observe in exercising any authority under this Article; or

C. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**SECTION 3.** The right to make reasonable rules and regulations is an acknowledged function of the Agency, subject to any limitations set forth in this Agreement.

**SECTION 4.** Provisions in this agreement which refer to duties or responsibilities of specific supervisors, managers, or organizational elements are only intended to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**SECTION 5.** It is agreed that changes in conditions of employment affecting employees in the bargaining unit for, which there is an obligation to bargain, shall be accomplished by:

A. presenting a draft of the proposed change to the Union via certified mail, facsimile, or electronic mail;

B. permitting sufficient time (not more than 14 days calendar days from receipt) for study and submission of written proposals;

C. the Union agrees that, should it fail to submit a written proposal within the prescribed time, the Agency may then proceed to implement the Agency's proposal without obligation to negotiate;

D. if the Union submits written proposals, negotiations will commence within 7 calendar days from receipt of the Union's written proposals, unless the parties agree to a later date;

E. Should negotiations take place, normal conduct of negotiations governs, including third party proceedings. The foregoing does not preclude the Agency from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 5 U.S. Code 7101(b). The Union will be promptly notified of any such actions and the reasons therefore, and the Union may submit such matter as a grievance under Article 29.

The time limits in this Section may be extended by mutual agreement of the parties.

## ARTICLE 5

### UNION'S RIGHTS

**SECTION 1.** The Union is the exclusive representative of the employees in their bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit.

**SECTION 2.** The Union shall be given the opportunity to be represented at:

A. any formal discussion between one or more representatives of the Agency and one or more employees in the bargaining unit or their representative concerning any grievance or any personnel policy or practices or other general conditions of employment;  
or

B. any examination of any employee in the bargaining unit by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

**SECTION 3.** The Agency shall annually inform all employees in the bargaining unit of their rights under Section 2(b) of this Article. This information shall be posted on all appropriate bulletin boards.

**SECTION 4.** The Agency recognizes the right of the Union to initiate mid-term and impact and implementation bargaining to the extent provided by law.

## ARTICLE 6

### EMPLOYEE'S RIGHTS

**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 by law, such right includes the right:

A. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the 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 Union representatives.

**SECTION 2.** Employees have the right to refer or not refer work-related problems to the Union without fear of reprisal. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

**SECTION 3.** Nothing in the Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

**SECTION 4.** In accordance with applicable laws and the terms of this Agreement, employees in the bargaining unit have the right to be represented by the Union without discrimination because of membership or nonmembership in the Union.

**SECTION 5.** Employees will be permitted to wear union insignia at work, provided that such insignia are reasonable in size, appearance and content.

**SECTION 6.** Employees have the right to expect their supervisors to treat them with courtesy and respect, just as these employees are to treat their supervisors and fellow employees with courtesy and respect.

## ARTICLE 7

### EQUAL EMPLOYMENT OPPORTUNITY

**SECTION 1.** The Agency and the Union acknowledge their mutual responsibility assuring that no one who has authority to take, direct, recommend, or approve any personnel action, or to influence, directly or indirectly anyone in the taking, directing, recommending or approving of any personnel action, shall discriminate for or against any employee on the basis of race, color, religion, sex, or national origin, as prohibited under the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair Labor Standards Amendments of 1974, on the basis of sex as prohibited under the Fair Labor Standards Act of 1938, on the basis of a mental or physical handicapping condition under the Rehabilitation Act of 1973.

**SECTION 2.** In pursuit of this principal and ultimate EEO objective, it is agreed that, when filling positions in which minorities or women are presently underrepresented, every reasonable and lawful action will be taken to remedy this situation by affirmatively considering minority and female candidates.

**SECTION 3.** Complaints of discrimination based upon alleged violation of any of the laws or directives listed in Section 1 above will be given prompt and fair consideration and every effort will be made to provide a just and expeditious resolution of each such complaint. Persons who make such complaints of alleged discrimination or who participate in the presentation of such complaints shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal.

**SECTION 4.** The Agency has the duty and the responsibility to provide competent EEO Counselors who shall be available to give prompt attention to all EEO complaints. The names and telephone numbers of all EEO Counselors will be posted on official bulletin boards.

**SECTION 5.** A person who files an EEO complaint has the right to be represented by any representative of his/her choosing during any stage of the complaint procedure. When a complainant elects to exercise that right, he/she must advise the Agency in writing of the name of his/her chosen representative. The complainant may also terminate or replace his/her representative, in which case he/she must also advise the Agency in writing. Nothing in this Section imposes any obligation upon the Agency to provide EEO complainants with attorneys.



**SECTION 6.** The Agency agrees to provide a copy of the applicable EEO Action Plan, EEO regulation or directive governing the EEO Complaints procedure to any employee who requests such documents.

**SECTION 7.** The Agency will continue its efforts to identify and remove barriers to the employability or to the on-the-job performance of handicapped persons.

**SECTION 8.** Nothing in this Article will constitute valid grounds for the Agency's failure to comply, in a timely manner, with nondiscretionary directives issued by the EEOC.

## ARTICLE 8

### CAREER DEVELOPMENT AND TRAINING

**SECTION 1.** Training is a necessary and inseparable function of management for the maintenance of a skilled and efficient workforce and shall normally be accomplished on the Agency's time when the employee is directed to attend. To the extent practicable, the Agency will make appropriate training spaces available for the further education of interested employees who wish to pursue vocational or academic courses, on their own time and expense.

**SECTION 2.** The Agency shall make every reasonable effort to provide training identified on the employee's individual development plan when such training is related to the employee's official job duties. In regard to training related to individual development plans, the supervisor and the servicing Civilian Personnel Office (CPO) will be responsible for providing counseling and for scheduling training. The CPO will assist the supervisor and the employee in the development of the individual development plan, upon request, and will provide access to lists and catalogs on local training and educational resources for employees and their supervisors.

**SECTION 3.** The Agency will pay approved job related training expenses. Employees who are interested in pursuing courses of training or higher education at their own expense will not only be encouraged to do so, but they will be given full credit in personnel actions for such training and education.

**SECTION 4.** The Agency agrees to consult with and to give serious consideration to the expressed views and recommendations of the Union in the establishment of training policy affecting the employees covered by the agreement.

## ARTICLE 9

### INCENTIVE AWARDS

**SECTION 1.** The Incentive Awards Program will be administered on a fair and equitable basis. Any employee considered deserving of an award by his/her supervisor will be nominated in a timely manner.

**SECTION 2.** The Union may be afforded the opportunity to have a voting representative participate on any established incentive awards committee for all awards applicable to bargaining unit employees that require committee recommendation in accordance with procedures and appropriate arrangements negotiated with the Agency.

## ARTICLE 10

### POSITION CLASSIFICATION

**SECTION 1.** The Agency and the Union endorse the principle of equal pay for substantially equal work.

**SECTION 2.** The Agency will maintain an accurate position description for each position which will reflect the significant duties to be performed. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a recurring basis, which are unrelated to his/her principal duties.

**SECTION 3.** When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee/Union representative may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

**SECTION 4.** An employee who feels his/her position description is improperly classified will meet and discuss this matter with his/her supervisor for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a meeting with the appropriate position classifier, the supervisor, and the employee. The Union shall be afforded an opportunity to attend such meetings, if requested by the employee. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal. Employees may have a Union representative, or a representative of their choice, to assist them with a classification appeal. Upon written request by the employee in connection with the appeal, the Agency will provide the employee and the employee's designated representative with an analysis which shall cite the standards used to classify the position being appealed.

**SECTION 5.** Environmental differential pay shall be paid to any employee who is exposed to a hazard, physical hardship or working conditions as authorized by 5 CFR 532.511, Subpart E, Appendix A.

## ARTICLE 11

### MERIT PROMOTION

**SECTION 1.** This Article is applicable to all promotions to Agency positions within the bargaining units represented by the Union.

#### **SECTION 2. POLICY**

A. The Agency and the Union recognize their joint responsibility to actively promote the achievement of a highly competent, fully integrated workforce. Toward this end, and in order to meet the total objectives of the organization, the Agency has the right in filling positions to use means other than the competitive promotion process and to select from appropriate sources such as eligibles for reinstatement, transfer, reassignment, excepted appointment, or those within reach on an appropriate certificate of appointment eligibles.

B. A principal goal of the Agency is to provide every employee with the opportunity to realize a satisfying, rewarding, and productive career. Essential to this is a merit promotion program which functions in full support of management's need for a competent effective workforce and provides the impartial mechanism to enable employees to advance as high as their abilities and initiative can take them within available opportunities.

C. Merit promotion procedures will apply to actions effecting the competitive placement (for over 120 days) of employees (including reinstatement and transfer eligibles) to positions at grade levels higher than those of their previous positions. They will also apply to placement into positions which offer promotion to grades which are higher than the specific full performance level of any position previously held on a permanent basis.

D. The Agency has the right to select or not to select from among a group of highly qualified promotion candidates, including the right to non-select all candidates.

E. Higher level duties and responsibilities will not be assigned employees on a continuing basis when such assignment is not in accordance with the provisions and intent of this Article since such assignments create the impression of favoritism and preselection and impair employee confidence in the integrity of the promotion program.

F. Violations of the promotion program can have serious impact on personnel management that goes beyond the particular cases involved. Proper promotion actions are

essential to assure that the Agency is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Agency agrees to take appropriate and timely measures to correct deficiencies discovered.

### SECTION 3. DEFINITIONS

A. Area of consideration - The organizational and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotion or position change.

B. Cut-Off Score - A score combining all the measuring instruments being used in a rating plan to identify highly qualified candidates. Candidates whose scores are below the cut-off score will not be referred for consideration.

C. Highly Qualified Candidates - Candidates who, in addition to meeting the basic qualifications for a position, have additional specialized knowledge, skill, and abilities (KSAs) necessary for success in the position to be filled. Their total score is at or above the cut-off score and their performance of record is at or above fully successful.

D. Concurrent Consideration - The simultaneous consideration of Agency and non-Agency candidates for competitive promotion.

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

F. Promotion Certificate - The certificate containing the names of the top ranked candidates eligible to be considered by the selecting official for competitive promotion.

G. Selecting Official - The individual delegated authority by the Agency to make the decision regarding the selection for placement into a position.

H. Subject Matter Expert (SME) - A person who has knowledge and experience which has provided a familiarity with the duties, qualifications requirements, and responsibilities of the position.

I. Underrepresented 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 EEO and/or Affirmative Employment Program goal(s).

#### SECTION 4. PROMOTIONS EXCEPTED FROM COMPETITION

The following types of actions may be taken without regard to the competitive procedures established by this Article:

A. A promotion resulting from the upgrading of an employee's position due to the unplanned accretion of additional duties and responsibilities or due to the issuance of a new classification standard or the correction of an initial classification error.

B. A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.

C. Career promotion of an employee without current competition when at an earlier stage the employee was selected from a civil service certificate or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.

D. A career ladder promotion following noncompetitive conversion of a cooperative education student.

E. A position change from a position having known potential to a position having no higher potential.

F. A temporary promotion of 120 days or less.

G. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.

H. Repromotion to a grade which is no higher than the highest grade previously held on a permanent basis or to a position which offers a non-competitive promotion to a position that is no higher than the specific full performance level of any position previously held on a permanent basis. This provision will not apply to an employee previously demoted for cause

I. Promotion after failure to receive proper consideration in a competitive promotion action.

J. Promotion directed by the PLFA/DDPH or higher authority to effect the corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law.

K. A promotion when the employee's position is reconstituted because of either a management action or an accretion of additional duties and responsibilities, provided:

1. The employee will continue to perform the new duties as well as those of the current position.

2. The addition of new duties and responsibilities does not impact on the grade of any other encumbered position.

3. The employee meets all requirements for promotion to the position.

## SECTION 5. RESPONSIBILITIES

A. PLFA/DDPH 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. Attendant to the circumstances of the individual case, make selections within a reasonable time, normally within 10 workdays after receipt of a promotion certificate by a selecting official.

4. Notify each employee on a promotion certificate of his/her selection or nonselection.

5. Document reasons for nonselection of employees eligible for repromotion consideration who have been certified on a promotion certificate.

6. Provide for the publicizing of job opportunity announcements within the announced area of consideration.

7. Attendant to the circumstances of the individual case, release employees selected under this program normally not later than the beginning of the second pay period following final selection.



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

B. The Union will bring matters of concern regarding the promotion program to the attention of the Commander, or his designee, as early as possible in an effort to reach informal resolutions.

C. Employees are expected to:

1. Apply only for those positions for which they consider themselves qualified and in which there is a genuine interest and willingness to accept, if selected.

2. Assure the applications filed for consideration are completed legibly, accurately and in the detail required to permit a valid evaluation of their qualifications.

3. 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.

4. Advise supervisors or co-workers of the job opportunities in which they are interested and arrange to be notified if such opportunities are advertised while they are absent on leave, detail, TDY, or at a training course.

5. Familiarize themselves with this program and seek desired clarification from supervisors and/or their servicing Civilian Personnel Office.

6. Respond to the requirements of JOAS, including KSAs.

## **SECTION 6. AREA OF CONSIDERATION**

The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of highly qualified candidates from which to select and to provide adequate promotion opportunities for employees. For permanent promotion opportunities, the minimum area of consideration will be DDPH.

## **SECTION 7. JOB OPPORTUNITY ANNOUNCEMENTS**

A. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA).

B. As a minimum, JOAs shall include the following information:

1. The JOA number.
2. The position title(s), occupational series, and grades(s).
3. Opening and closing dates.
4. A brief summary of the representative duties of the position(s).
5. Area(s) of consideration.
6. Qualification requirements, including a description of any modification of established qualification requirements.
7. Selective placement factors, if any.
8. KSAS, evaluation factors and the due consideration of weights they will receive in arriving at composite or total scores for ranking purposes.
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 which it might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, etc.
12. A statement that applications will be accepted from VRA eligibles and 30 percent or more disabled veterans.
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 PCS nonpayment where PCS will not be paid.

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.

*upon request*  
C. DDPH JOAs will be posted in appropriate places, such as electronic mail systems, and official bulletin boards developed for that purpose during the time limits within which applications will be accepted. A copy of DDPH JOAs will be furnished to the Union by mail or facsimile. Announcements issued for specific vacancies will remain open for periods of time dictated by local agreement.

D. To be accepted, applications must be received by the servicing Personnel Office by the closing date identified on the JOA.

E. Amendments, cancellations, extensions or other changes to JOAs will be publicized by issuance of an amended JOA or through other methods locally negotiated.

## SECTION 12. CANDIDATE INTERVIEWS

A. Generally, all candidates will be interviewed. Candidates who are not readily available need not be interviewed or may be interviewed by phone. To expedite staffing, additional candidates who need not be interviewed may be determined locally based on whether the position(s), interviewer(s), and the organization(s) are similar and how much time has elapsed since the last interview.

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.

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

SECTION 13. Selecting officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration.

SECTION 14. Promotion actions will be documented and records maintained in accordance with requirements established by the OPM. The Union representative shall have the right to review pertinent promotion records, upon request, subject to the limitations of the Privacy Act.

## ARTICLE 12

### EMPLOYEE ASSISTANCE PROGRAM

**SECTION 1.** The Agency agrees to implement and promote an employee assistance program for individuals suffering from alcoholism, drug abuse, or emotional disorders that may affect job performance and to make employees and supervisors aware of the program.

#### **SECTION 2.**

A. The Union agrees to cooperate fully with the Agency in attempting to rehabilitate and improve work performance, if appropriate, of affected employees who need assistance under the provisions of this program.

B. The Union and the Agency recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

**SECTION 3.** When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Agency, supervisors will either advise or encourage troubled employees to pursue help through the Employee Assistance Program.

**SECTION 4.** Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

## ARTICLE 13

### SAFETY AND HEALTH

#### SECTION 1. GENERAL

A. The Agency will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, and in implementing regulations and directives.

B. The Union will support the Agency's efforts to acquaint every employee with his/her safety and health responsibilities. Any employee in the bargaining unit who is performing duties which he/she believes endangers his/her health or safety, will notify his/her supervisor promptly without fear of intimidation or reprisal. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action.

**SECTION 2. PERSONAL PROTECTIVE EQUIPMENT** The Agency will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. Employees will be allowed to retain such equipment, if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.).

**SECTION 3. SAFETY AND HEALTH INSPECTIONS** The Agency will conduct annual safety and health inspections at every Agency installation. The Union will be afforded an opportunity to participate in these inspections. Safety and health hazards discovered in these inspections will be corrected as expeditiously as possible.

**SECTION 4. WORK IN UNSAFE AREAS** The provisions of DLAM 6055.1 (DLA Safety and Health Manual), E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to that employees who are involved in occupations with identified safety/health hazards are made aware of the hazards, informed of safe ~~and~~ work practices, and educated in the use of appropriate personal equipment.

**SECTION 5. SAFETY COMMITTEE** A Safety Committee will be established which includes employees, union representation, and management.

## ARTICLE 14

### PERFORMANCE EVALUATION

#### SECTION 1

A. Periodic observation and evaluation of performance, accompanied by private discussions, should serve to increase understanding between supervisors and subordinate employees regarding performance. If a narrative record results from such discussions, the affected employee shall be given a copy of the record and shall have the right to make written comments concerning any disagreement with the record. These written comments shall be attached to the narrative record.

B. Management will prepare and use written performance plans to evaluate the work of subordinates.

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

D. Employees will be given the opportunity to participate in the initial development and substantial revision of performance plans for their positions.

E. Management will keep employees informed periodically of their performance, and must provide them with counseling and training that management determines to be necessary to be fully productive.

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. Failure to separate union duties from officially assigned duties can be grieved in accordance with Section 3 I of this Article.

#### SECTION 2. DEFINITIONS

A. Appraising Supervisor. The individual who is authorized to assign and review work, and is responsible to oversee performance of the employee being evaluated. This individual is normally the immediate supervisor who exercises full range personnel management responsibility.

B. Approving Official. The individual(s) responsible for approving ratings submitted by the appraising supervisor for those ratings which fall below Fully Successful. This is normally the next higher level supervisor above the appraising supervisor.

C. Critical Element. A component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives, and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

D. Fully Successful. The performance level necessary for the employee to function adequately, fulfill the duties and responsibilities of the position, and properly contribute to meeting organizational performance goals.

E. Minimally Acceptable. Performance in which important aspects of work are deficient and improvement is necessary for the employee to properly contribute to achieving organizational goals. If the employee is rated at this level in one or more critical elements, a summary rating of Minimally Acceptable must be given.

F. Unacceptable. Performance which substantially and consistently fails to meet the Fully Successful level for a critical element. If an employee is rated Unacceptable in one or more critical elements, a summary rating of Unacceptable must be given and the employee reassigned, demoted, or removed from the Federal service.

G. Performance Appraisal. The process of reviewing and evaluating the performance of an employee against the written performance plan.

H. Performance Plan. The written combination of critical elements and standards of performance for them.

I. Performance Standard. The results-oriented statement that describes the level of performance established for a critical element in such dimensions as quality, quantity, timeliness, and manner of performance.

J. Rating of Record. The summary rating under 5 U.S.C. 4302 ordinarily required at the end of the appraisal period (December 31).

K. Summary Rating. The written record of the appraisal of each critical element and the assignment of the summary adjective rating.

### SECTION 3. PROCEDURES

#### A. Establishing Written Performance Plans

1. Written performance plans related to the duties and responsibilities of each position will be 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. Any change to or revision of performance plans will be discussed with the concerned employees and their comments considered prior to the plan becoming official.

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

#### B. Discussing Performance with Employees

1. 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 may request clarification of any aspect of their plan which is not clear. (Refer to Section 1A of this Article)

2. 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 Office of Civilian Personnel (OCP) until the employee is available unless the absence is expected to last for more than 30 days.

#### C. Rating Performance

1. The fixed performance appraisal period for employees covered by this Agreement begins on January 1 and ends on December 31 each year. No requests for waivers to or variations from this rating period will be entertained. Ratings will normally be prepared and and/or approved by February 15 of each year. Ratings will be based on at least 90 calendar days working under a performance plan for an appraising supervisor. When an employee changes from one position to another, but has served 90 calendar days in the former assignment for the losing supervisor, an appraisal will be prepared and forwarded to the gaining supervisor. To the extent that it is applicable, that 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 rating of performance will be prepared. Ratings thus prepared will become the rating of record for the appraisal period.

2. 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 his/her appraisal period extended for a period of time necessary to provide the minimum 90 days working under a performance plan for an appraising supervisor that is required for a rating. 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.

3. When either a temporary promotion or a reassignment NTE (date) 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. If one is not available, he or she must follow the procedures outlined in Section 3.A. above.

4. When a performance rating is prepared, each critical element will be rated as either Fully Successful, Minimally Acceptable, or Unacceptable unless the employee has had insufficient opportunity to demonstrate performance on an element(s). In this event, the critical element should be annotated as unratable and should not be considered in determining the summary adjective rating. If an employee's performance fails to completely meet the Minimally Acceptable level, performance for that element should be rated Unacceptable. The summary adjective rating will be determined as provided on DLA Form 46, Performance Rating.

5. Employees who serve as representatives or officials of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions, and as provided in subparagraph C4 above. (Refer to Section 1F of this Article)

6. Except when necessary to extend the performance appraisal period, performance ratings will be prepared by February 15 of each year.

7. The appraising supervisor will provide a copy of the completed performance rating to the employee, discuss its contents and the employee's performance, and obtain the employee's signature. The employee's signature does not imply agreement; it merely verifies that the rating has been received and discussed. A space is available for the employee to also comment on the form.

8. When an employee has been rated Minimally Acceptable or Unacceptable, the Employer will promptly initiate efforts to help the employee overcome the

deficiencies. Section 4 of this Article provides further guidance to be followed when performance is considered to be at the Unacceptable level.

#### D. Rerating Performance During the Appraisal Period

1. It is expected that employees will usually receive only one performance rating per year and that will occur by February 15 of each year. However, performance may be rerated when an employee's performance in one or more critical elements has become Unacceptable. Performance must be rerated when the rating of record does not agree with the decision to grant or withhold a within grade increase.

2. A rerating may not take place until the employee has completed a minimum of 90 calendar days in the job working for an appraising supervisor, and at least 90 calendar days have elapsed since the previous rating. A rerating may not take place during the final 90 days of the fixed appraisal period. It is not necessary to rerate an employee at the end of a warning period (see Section 4 below) in order to take an appropriate performance-based personnel action.

#### E. Appraising Performance on a Detail, Temporary Promotion, or Reassignment NTE (date)

1. When a detail, temporary promotion, or reassignment NTE (date) 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.

2. Upon completion of a detail, temporary promotion, or reassignment NTE (date) lasting 120 days or more, the employee will receive a performance rating. If the temporary promotion or reassignment NTE (date) lasted less than 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 when the employee's performance is rated at the end of the appraisal period. See Section 3C3 for information concerning longer temporary assignments.

#### F. Probationary Period Evaluation

1. During the 1-year probationary period required after competitive appointment, a new employee will be appraised to determine whether conduct, performance, and overall fitness warrants retention in the Federal service.

2. Management will evaluate a probationary employee's conduct and performance not later than the 10th month of probation 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.

3. Part 315, 5 CFR provides guidance and procedural requirements for the separation of a probationary employee.

#### G. Performance Ratings and Other Personnel Actions

1. An employee's retention standing for reduction-in-force (RIF) will be determined in part by the last three annual summary ratings of record. Beginning with the first annual performance rating issued after December 31, 1997, employees will receive 20 years of additional service credit for performance during RIF for each rating of Fully Successful. For ratings issued for rating periods ending before that time, employees will receive 12 years of additional service credit for each annual rating of Fully Successful, 16 years of credit for each rating of Highly Successful, and 20 years for each rating of Exceptional. The number of years of extra service credit for performance during RIF for each rating of Fully Successful will be revised to conform to Part 351 Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes.

2. The performance rating of record at the time an employee applies for a position under the Merit Promotion Program will be the one used in part to determine the highly qualified candidates (see Article 11).

3. An employee's performance will govern the decision to grant or withhold a within grade increase when one is due. 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 summary level. Employees covered by the Federal Wage System must perform at a "satisfactory" level as provided in 5 U.S.C. 5343(e)(2). A satisfactory rating equates to a rating of record at the Fully Successful summary level. The most recent rating of record must agree with the decision to grant or withhold a within grade increase. Specific information on within grade increases is contained in DLAR 1416.9, Within Grade Increases (WGIs) and Quality Step Increases (QSIs).

H. Effective Dates for Ratings. The effective dates for performance ratings will be the date each is signed by the approving official.

#### I. Performance Rating Grievances

1. Employees are expected to seek informal resolution of disagreements with their supervisors concerning performance ratings. A grievance may be filed only after a performance rating has been completed and communicated to the employee. If it

is alleged that the summary rating has been incorrectly determined, this should be reviewed and corrected, if appropriate, by management. Only allegations of incorrect determinations of the summary ratings or ratings of individual critical elements may be grieved; the summary rating itself may not be grieved. The summary rating will be appropriately adjusted automatically depending upon the outcome of a grievance on one or more critical elements. If a WGI was denied based on a Minimally Acceptable or Unacceptable rating, and the rating is changed as a result of a grievance decision, the WGI will be effected retroactive to the original effective date.

2. The expected norm of performance is the Fully Successful level. When an employee grieves one or more critical elements rated below Fully Successful, the burden of proof that the rating(s) given is proper rests with management.

#### **SECTION 4. WARNING EMPLOYEES OF SERIOUS PERFORMANCE DEFICIENCIES**

A. When performance is considered by management to be at or below the Minimally Acceptable level, the following course of action will be taken:

1. Step 1. If performance is considered to be at the Minimally Acceptable level in one or more critical elements, 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. More than one such counseling may be necessary before an employee is able to demonstrate Fully Successful performance.

2. Step 2. 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 of 90 calendar days during which the employee will be expected to attain the Fully Successful level in the deficient element(s), and generally include the following:

a. Identification of each critical element in which performance is considered to be Unacceptable, and description of those aspects of work that are deficient.

b. What performance is required to overcome the deficiencies and what assistance will be provided by the supervisor to the employee.

c. The personnel action (reassignment, demotion, or removal) that may result if performance is not improved to above the Unacceptable level.

3. The written performance plan must form the basis for the requirements of the warning letter. During the warning period, the employee must be periodically counseled noting where improvements have been made and where they have not. A written record of each counseling session should be kept showing the date, nature of assistance and advice, and how the employee is progressing. If an annual performance rating becomes due during the warning period, the rating will be deferred until the end of the period and the employee will be so notified.

4. The letter of warning will be canceled and the employee informed if during, or at the end of the warning period, performance has improved to the Fully Successful level. If performance has improved only to the Minimally Acceptable level, the employee may be reassigned. If not reassigned, management should continue efforts to assist the employee to reach the Fully Successful level. In accordance with 5 U.S.C. 4302(b)(6), 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 it is considered by management that he/she could perform all critical elements at the Fully Successful level, or must be removed from the Federal service.

#### **SECTION 5. REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

A. 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 which occurred within a 12-month period ending with the date of the proposed action. However, before it is proposed to remove an employee for Unacceptable performance, consideration must be given to the advisability of a reassignment or demotion to another position where it is likely the employee could perform acceptably.

B. Demotions and removals due to Unacceptable performance are actions subject to the formal job protection procedures. When proposing to take such an action under 5 CFR 432, the following procedures will be followed:

1. A minimum 30 calendar day advance notice must be given.
2. A charge of "Unacceptable performance" will be used. The description of the charge must list the critical job elements and standards of performance that were not met. It must include the basic facts developed in following the warning period outlined in paragraph A above.
3. A reasonable amount of official time to prepare and present a reply to the charge must be given and the employee so informed in the notice of proposed action.

4. Any records or documents relied upon to support the charge will be made available or provided to the employee or the representative for review upon request. Information on this matter must be also provided in the notice of proposed action.

5. Any reply made by the employee must be carefully considered. If it is decided that the proposed action is warranted and supported, the employee will be given a notice of decision. The decision to take the action must be made by the approving official. The notice of decision must include information on the employee's appeal or grievance rights, as appropriate, as well as the right of union representation.

6. The employee will be notified in writing when it is decided to cancel the proposed action.

C. A performance-based action may also be taken under 5 CFR 752 when the requirements of these regulations are followed.

D. The procedural requirements above do not apply to the separation of employees during their probationary period after competitive appointment. Requirements pertaining to probationers are contained in Part 315, 5 CFR.

## **SECTION 6. PERFORMANCE APPRAISAL RECORDS**

A. An Employee Performance Folder (EPF) will be established and maintained by the CPO for all employees. Copies of performance ratings and the performance plans on which they are based will be placed in the EPF. These records will be retained for 4 years. Documents supporting performance ratings will be retained for not less than 1 nor more than 4 years. The number of years these documents will be retained will be changed to conform to Part 351, Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes. The EPF will not be used to maintain any discipline and/or adverse action information.

B. Employees will be given access to their EPF. Access will also be provided to the employee's designated representative, and other DLA officials who have a need for the records.

C. At the time the Official Personnel Folder (OPF) of an employee is sent to another non-DLA agency to which the employee is transferring, the performance ratings for the last 4 years, including the performance plan on which the most recent rating was based, will be moved from the EPF to the left side (temporary) of the OPF. When the OPF is transferred to the gaining agency, these performance records will accompany it. The number of years these documents will be retained will be changed to conform to Part 351, Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes.

## ARTICLE 15

### EMPLOYEE DISABILITY COMPENSATION

It is acknowledged that the Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits derived to employees under the Federal Employees Compensation Act. Procedures established at the PLFA level shall provide that:

A. Employees are responsible for reporting all job-related injuries or reactivated injuries and illnesses to the appropriate supervisor.

B. When the Agency becomes aware that an employee has suffered illness or injury in the performance of duties, the supervisor and/or the Civilian Personnel Office will counsel the employee in such matters as: his/her right to file for compensation benefits; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits in lieu of sick leave.

C. If the compensable injury is reactivated during the period ending not later than 90 days after the employee returns to duty and the Agency authorizes a medical examination in connection therewith, the absence for such examination shall be administratively excused and not charged to leave.

## ARTICLE 16

### HOURS OF DUTY

**SECTION 1.** The administrative workweek for employees of the bargaining units is the calendar week beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

**SECTION 2.** Normally, the basic workweek is 5 consecutive calendar days, Monday through Friday, unless local circumstances require a modification, during which:

A. Full-time employees are required to be on duty regularly 8 hours per day.

B. Normally, basic workweeks shall be scheduled in a manner which will enable an employee's days off to be consecutive and such days off shall include a Saturday or a Sunday.

C. Part-time employees are required to be on duty regularly on officially prescribed days and hours.

**SECTION 3.** Employees will normally be notified seven (7) calendar days in advance of changes in the days and/or shift hours of their basic workweek unless the Agency determines that such notification would seriously handicap the Agency from carrying out its functions or it would substantially increase costs. The work schedule change will remain in effect for at least one week, consistent with applicable laws.

**SECTION 4.** When it becomes necessary to change an employee's basic workweek or shift, the employee will be notified of the reason for the change, the expected duration, and any applicable shift differential and/or hazard pay.

**SECTION 5.** The Agency will give good faith consideration to an employee's request for an eight (8) hour rest break between scheduled and unscheduled work assignments and the start of the next scheduled shift. An employee who exercises his right to request an eight (8) hour break will, if his request is granted, have the option of requesting annual leave or leave without pay for the hours missed in his following or regular shift assignment.

**SECTION 6.** Employees will receive a scheduled non-paid lunch period of  $\frac{1}{2}$  hour duration no later than the fifth hour of work. In the case where an employee works longer than an eight (8) hour shift, if the employee desires, he will receive a non-paid lunch period of  $\frac{1}{2}$  hour duration for every five (5) hours of continuous work. In situations where an employee



is called back to duty during his non-paid lunch period, he will either be allowed to complete his lunch break or be appropriately compensated.

**SECTION 7.** Employees who are required to perform work or to remain at their immediate job site for work reasons during their lunch period will be paid for such time. Employees in these types of situations will be allowed to eat on the job unless it presents a safety hazard or there is no opportunity to eat.

**SECTION 8.** When an employee is required to travel away from his duty station on official business, government transportation will be provided. As an alternative, supervisors may authorize employees to use their privately owned vehicle (POV) when government transportation is not readily available and employees will be reimbursed for mileage in accordance with Joint Travel Regulations. However, no employee will be required to use his personal vehicle for the performance of his duties.

**SECTION 9.** Obtaining and returning government and personal tools, equipment, and materials from places of issue and designated storage areas; moving such tools, equipment and materials from such places or from one work location to another; or donning and removal of any government provided clothing and equipment shall be done on government time during shift hours.

**SECTION 10.** All bargaining unit employees will be given one fifteen (15) minute rest period during the first portion of their respective work shift, and one fifteen (15) minute rest period during the last portion of their work shift. However, employees working no more than (5) hours per day shall receive only one fifteen (15) minute rest period. Rest periods will not be utilized to extend lunch periods nor to begin work late or to leave work early. This is a matter of supervisory responsibility and control.

**SECTION 11.** Prior to any scheduled lunch period and/or prior to the end of the shift, employees may, at the discretion of their supervisor, be allowed a reasonable amount of personal cleanup time.

**SECTION 12.** Selection of employees for reassignment from one workweek schedule to another shall be accomplished in the following manner:

A. Selection first shall be made from among those qualified employees who volunteer for reassignment, beginning with the employee with the greatest seniority. Subsequent reassignments shall be made in the descending order of such seniority.

B. Employees shall indicate their desire to volunteer by notifying their immediate supervisor.

C. If sufficient qualified volunteers are not available to meet the needs of the work situation, other employees will be assigned beginning with the qualified employee with the least seniority in the required position. Subsequent assignments shall be made in the ascending order of seniority.

D. Qualified employees who can substantiate compelling reasons for reassignment may be reassigned without regard to the provisions of a. and c. above.

**SECTION 13. Time spent on standby duty or in an on-call situation (5 CFR 551.431)**

A. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

1. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

2. The employee, although not restricted to the agency's premises:

a. Is restricted to his or her living quarters or designated post of duty;

b. Has his or her activities substantially limited; and

c. Is required to remain in a state of readiness to perform work.

B. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

2. The employee is allowed to make arrangements such that work which may arise during the on-call period will be performed by another person.

## ARTICLE 17

### OVERTIME ASSIGNMENTS

**SECTION 1.** Overtime work is defined as such work that is in excess of eight (8) hours per day or in excess of forty (40) hours per administrative workweek.

A. Non-exempt FLSA employees will be compensated for all overtime work which is suffered or permitted, except that compensatory times may be granted when requested by an employee as authorized by regulations.

B. Exempt FLSA employees may be granted compensatory time off in lieu of overtime pay in accordance with applicable regulations.

C. Overtime will be computed in increments of fifteen (15) minutes.

**SECTION 2.** The assignment of overtime work is a function of management. Supervisors shall assign overtime work to employees as efficiently and expeditiously as practicable, distributing such assignments as fairly and equitably as feasible among qualified employees in accordance with their particular skills and the need for overtime work.

**SECTION 3.** Employees receiving overtime assignments, particularly to emergency/service and jobs in critical facilities, are expected to accept and regard such assignments, unless excused, as a continuance of the same responsibilities and obligations that apply to their basic employment, putting, when necessary, such assignments above their personal convenience. Employees absent from duty as a result of a disciplinary action shall not be assigned overtime for the duration of the suspension. Employees absent from work due to illness or injury shall not be required to work overtime assignments for the duration of the illness or injury. Employees on annual leave, taken at their own request, should not be recalled to work overtime assignments except due to emergency situations or workload requirements. Employees shall be required to provide information as to how and where they can be contacted should a call for their services become necessary.

**SECTION 4.** Employees assigned to overtime work will be given as much advance notice possible for such assignment. Upon reasonable and timely request, the appropriate supervisor will normally relieve an employee of an overtime assignment, provided another qualified employee is available and has expressed his desire to the supervisor regarding his willingness to work.

**SECTION 5.** "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which he is required to return to the place of employment

to perform the work. Employees shall be provided advance notice to the maximum extent possible, of the requirement to perform call-back overtime work. At least 2 hours overtime pay is guaranteed for call-back overtime work. If an employee called back to work is so tardy in arriving at work that there is no need for his services, he shall not be eligible for "call-back" minimum pay.

**SECTION 6.** Necessary and pertinent information concerning overtime hours worked will be provided, to employees and/or Union to aid in resolving specific complaints concerning overtime distribution. It is recognized that fairness in overtime distribution cannot be determined solely on the basis of comparative hours worked and that other pertinent information must also be considered.

#### OVERTIME FOR WAGE GRADE EMPLOYEES:

**SECTION 7.** Overtime assignments will be distributed fairly and as equitable as possible among qualified employees, by individual and/or group assignments, on a continuing basis in accordance with the following provisions:

A. Overtime work assigned as a continuance of a particular job should be given to employees working on such a job, starting with the employees with the lowest total overtime to his credit. If more employees are needed than are currently on the job, the supervisor will assign such work to other qualified employees beginning with the employee with the lowest total overtime to his credit.

B. Overtime assignments to a job not previously worked during regular shift hours shall be given to qualified employees beginning with the employee with the lowest total overtime to his credit.

C. If an employee requests to be excused from an overtime assignment for compelling reasons, the employee should be excused from such assignments, providing another qualified employee is available to perform the work.

D. In no case should a supervisor assign overtime as an award or as a penalty, except when an employee who has been deprived of a turn by mistake, or has been awarded through a grievance decision granting priority consideration of an overtime assignment as redress, may be assigned even though his total overtime is higher than another employee.

E. It is understood that provision of this SECTION do not apply to emergency situations when overtime is authorized by the Commander after duty hours, weekends and holidays.

F. If an employee is relieved of an overtime assignment at his request or if the employee is not available due to a disciplinary action, the hours of overtime declined or missed will be considered overtime hours to his credit for the purpose of determining the equity of overtime distribution.

G. A record of all overtime assignments will be maintained on a continuing basis for each employee and will be available for review upon request to the supervisor. The record shall show the total overtime status of each employee and shall consist of the number of excused and unexcused absences. These factors shall be used to determine eligibility for overtime assignments consistent with the terms of this Agreement.

## ARTICLE 18

### EXTENDED LEAVE AND EXCUSED ABSENCES

**SECTION 1.** Subject to workload considerations and the need for the employee's services, requests for leave of absence without pay (LWOP) will be considered on their individual merit and shall not exceed a period of one (1) year for each application. In considering the merit of each request, the following factors should be compelling:

- A. improved performance capability,
- B. protection or improvement of employee's health, and
- C. retention of a desirable employee.

**SECTION 2.** When an employee in the bargaining unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual leave and/or LWOP consistent with regulations and workload requirements.

**SECTION 3.** Employees who are absent on extended LWOP shall accrue all rights and privileges accorded by regulations.

**SECTION 4.** Subject to workload considerations and the need for the employee's services, excused absences may be granted for varying periods under the following circumstances in accordance with applicable regulations:

A. Voting and registration - With the exception of those instances when the polls are open for 2 hours before or after the employee's scheduled tour of duty an employee who desires to vote shall be authorized administrative leave for that purpose,

B. Blood donations - Provided that it is approved in advance, employees shall be granted administrative leave not to exceed 4 contiguous hours in a workday for the purposes of making blood donations and recuperating from donating blood,

C. for brief periods of tardiness,

D. for tests, interviews and physical examinations as prescribed by the merit promotion regulations (DLAR/DDCI 1404.4),

E. for attendance at a funeral of an immediate family member in the service, who died while in a combat zone.

**SECTION 5.** Employees who are veterans may be granted administrative leave not to exceed 4 contiguous hours in any workday to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.

**SECTION 6. INCLEMENT WEATHER OR EMERGENCY CONDITIONS.**

A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the Commander:

1. Notification procedures shall be established in accordance with the circumstance attendant to each local situation. When those procedures provide for public media announcement and when any employee has reasonably relied on a public media announcement that his/her duty station or that all Federal offices in his/her area are closed due to weather or other conditions, he/she will not be considered AWOL or charged leave if, in fact, the duty station remains open and the employee, relying on the announcement, is unaware that it is open.

2. Workdays in which Federal offices are closed are non-workdays for leave purposes. Regular employees are excused without charge to leave or loss of pay; this does not apply to employees in a non-pay status on the days immediately before and after the day the office is closed.

B. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon his or her duty or leave status at the time of dismissal:

1. If the employee was on active duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.

2. If the employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time the employee departed until the time set for dismissal.

3. If the employee was scheduled to report for duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.

4. If the employee was absent on approved leave for the entire work-shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or LWOP, as applicable).

C. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station, or an assigned site away from the duty station, prevents an employee from getting to work on time or not at all, the employee may be granted administrative leave on a case-by-case basis, provided that the employee presents to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency.

D. When an employee is officially authorized to use his/her POV for the convenience of the Government and that vehicle breaks down or is otherwise inoperative, the employee shall be in a duty status in connection with emergency repairs to the vehicle at the immediate time if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions.



## ARTICLE 19

### HOLIDAYS

**SECTION 1.** Federal holidays will be observed as non-workdays to the extent practicable, consistent with workload and manpower requirements as determined by the Agency.

**SECTION 2.** The following are Federal holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr.'s birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Christmas Day	December 25 <sup>th</sup>
Any other day designated as a holiday by Federal statute or Executive Order.	

**SECTION 3.** Keeping in mind the administrative work week begins on Sunday (0001 hours) and ends on Saturday (2400 hours), holiday leave will be determined in accordance with 5 CFR 610.202, as follows:

A. If the holiday falls on a scheduled workday, employees will observe that day as their holiday,

B. When a holiday falls on the first non workday of the administrative work week (for most employees that is Sunday), the employee observes the holiday on the NEXT SCHEDULED workday, and

C. When a holiday falls on any other non workday of the administrative work week, the employee observes the holiday on the PRECEDING SCHEDULED workday.

## ARTICLE 20

### ANNUAL LEAVE

**SECTION 1.** Employees shall earn and accumulate annual leave in accordance with applicable laws and regulations. Annual leave will be granted to employees at the discretion of the Agency based on the employee's request and management's consideration of mission requirements (e.g. workload, staffing, and training), and normally will not be denied when he may otherwise lose leave because of maximum accumulation or forfeiture rules.

**SECTION 2.** Annual leave schedules covering each employee's tentatively planned leave for vacation purposes during the leave year will be prepared by supervisors at the beginning of each leave year to the extent practicable. Each January, employees will submit an annual leave plan for periods of 1 week or more and these scheduled choices should not be changed thereafter, except for bona fide reasons. Conflicts in requested leave dates will be resolved by granting requested dates on a rotation basis from year to year beginning initially with the employees in the order of their seniority in their current position under the assigning supervisor. Vacation schedules once approved should not be changed or cancelled by the Agency except in the event of emergencies or workload requirements.

Employee requests for leave for periods of other than the above shall be granted whenever possible, consistent with workload requirements. When conflicts in requests arise, or when it becomes necessary to restrict use of leave, requests will be granted on a first come/first serve basis in accordance with Agency operating needs and the necessity for having certain skills available.

**SECTION 3.** Requests for occasional, unscheduled leave shall be submitted at least 24 hours in advance. The supervisor will advise the employee as promptly as possible whether leave is approved or not, and explain any denials. If the employee's request is for a day or days for which more requests have been received than can be approved consistent with work requirements, approval will be granted on the basis of the earliest requests received. Where the basis for the request for unscheduled leave could not have been foreseen 24 hours in advance, the employee will make the request no later than fifteen (15) minutes after the start of his shift.

**SECTION 4.** If the Agency cannot avoid canceling previously scheduled leave because of workload or emergency requirements, or when unscheduled leave is denied, the reason for such action will be explained to the affected employee at the earliest possible time, and

every effort will be made to reschedule or approve leave for the employee at another time most nearly suited to his preference.

**SECTION 5.** Annual leave for emergency purposes may be requested when unforeseen circumstances prevent the request and approval of leave in advance and will be considered subject to workload requirements and the need for the employee's services as stated in Section 1. through 4. above. Should an occasion arise which prevents an employee from reporting to work, the employee may request leave by telephone or other means. Such requests shall be made as soon as possible but, where not possible, not later than two (2) hours after the start of the employee's regular shift. In making such requests, the employee will provide information concerning the basis for the expected duration of his absence. If the person receiving the request is someone other than the employee's immediate supervisor, the employee will also provide information as to how he may be contacted if the supervisor desires to do so. All such information received will be relayed to the supervisor (or designee). It is understood that call-in requests for leave will not normally be approved in cases where there is considered to be insufficient justification for the absence such that leave could have been requested in advance.

**SECTION 6.** Care will be exercised by supervisors to prevent any forfeiture of annual leave because of maximum carry over restrictions. To avoid forfeiture of annual leave, employees will be reminded to have all use or loss leave scheduled and approved no later than the beginning of the third pay period from the end of the leave year.

**SECTION 7.** In case of interrupted or suspended operations due to equipment breakdown, power failure, lack of material, transportation strikes, storms, floods or other unforeseeable circumstances, the following applies to employees who cannot be assigned other work;

A. Employees will be required to use leave when 24 hours advance notice can be given,

B. If 24 hours advance notice cannot be given, but notice can be given before the end of an employee's shift, immediately preceding the one in which they are to be placed on leave, employees may, not to exceed 5 days in the leave year, be required to use annual leave.

C. If neither situation identified in A. and B. above exists, employees may be administratively excused with pay for a period not to exceed 8 hours, provided 24 hours advance notice is given.

## ARTICLE 21

### SICK LEAVE

**SECTION 1.** Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his/her immediate family who is ill with a contagious disease and, when through exposure to it, the presence of the employee at work would jeopardize the health of others. The insurance and retirement values of sick leave are jointly recognized and employees will be encouraged to conserve leave so they may receive full pay during a prolonged absence due to illness or injury. The Agency may also grant sick leave in accordance with the provisions of the Family Friendly Leave Act.

**SECTION 2.** An employee who is unable to report to work due to incapacitation due to illness or injury or for other unexpected reasons for which sick leave may be granted is responsible for seeing that notification is given to the immediate supervisor or designee normally, but no later than, 15 minutes after the start of the shift on the first day of the absence. The Agency recognizes there may be circumstances that preclude strict compliance with this requirement, and therefore agrees to consider an explanation from the employee when adequate notification has not been provided. When the dispensary recommends an employee should be sent home on sick leave, the employee must notify a supervisor before leaving for the day. Further, the employee must call in the next workday to request sick leave, if necessary. Anytime an employee calls in for unscheduled sick leave, the employee must advise his supervisor of the date he is estimated to return to duty. If the employee's incapacitation exceeds that date, the employee must contact his supervisor and request additional sick leave. Sick leave will not be automatically authorized without being requested.

**SECTION 3.** Employees seeking medical, dental, or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examinations or treatment, on other than an emergency basis, shall be submitted for approval as far in advance as possible, and shall specify the date and time of the appointment.

**SECTION 4.** Employees shall not normally be requested to furnish a medical certificate to substantiate a request for sick leave unless the absence exceeds 3 consecutive workdays. In individual cases where the Agency has reason to believe that an employee is abusing/misusing sick leave, the employee may be required to provide acceptable medical documentation (5 CFR 339.104) to substantiate each request for sick leave due to claimed

illness, regardless of duration. In such cases, the Agency will first advise the employee of the questionable sick leave record and will inform the employee of the reason(s) for the evaluation. During this meeting the employee may be represented by the Union. The employee's sick leave record upon which this evaluation is based will be made available to the employee during the meeting. At this time the employee will be advised to submit acceptable medical certification to substantiate all future requests for unscheduled sick leave due to illness. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee in abusing/misusing sick leave. It is agreed that these notices shall not be based on absences lasting more than 3 workdays where medical documentation has been provided. These notices will not be made a part of the employee's permanent record. This requirement will be reviewed with the employee every 6 months and will be rescinded in writing at such time as sustained improvement in the employee's sick leave record warrants.

**SECTION 5.** Unearned sick leave may be advanced in an amount not exceeding 240 hours when there is reasonable expectation that an employee will return to duty in cases of serious illness or disability. The employee shall submit a written request, to include a doctor's certificate identifying a return date, to his supervisor for consideration. Sick leave may be advanced when an employee's accumulated sick leave and any annual leave that would be forfeited is exhausted and there is reasonable assurance the employee will return to duty. Sick leave may be advanced to cover absences involving maternity leave. After sick leave has been advanced and the total number of hours advanced is not warranted, payment under the grant of advanced sick leave will cease.

Employees under a temporary or limited appointment may not be advanced sick leave in excess of the amount of hours they would otherwise accrue during the term of their appointment.

**SECTION 6.** In accordance with OWCP rules and regulations, when an employee is injured on the job he may elect to have any related absences charged to sick and/or annual leave. He may also request advanced sick leave. If requested in advance by the employee, an absence that would otherwise be chargeable to sick leave shall be charged to annual leave provided that the employee has sufficient annual leave available.

## ARTICLE 22

### FAMILY MEDICAL LEAVE ACT (FMLA)

The Agency will administer the FMLA in accordance with applicable laws and regulations. Some of the entitlements are as follows:

A. Eligible employees are entitled to 12 weeks of unpaid leave for the birth, adoption or foster placement of an employee's child; to care for a spouse, parent, son or daughter with serious health conditions, or where because of serious health condition the employee is unable to perform the functions of his position,

B. Whenever an employee's leave is foreseeable, the employee must notify his supervisor at least 30 days before the leave is anticipated to begin. If however, the nature of the leave requires that it begin in less than 30 days, the employee must notify his supervisor as soon as practicable.

C. An employee shall continue to be covered by applicable group health plan during the covered leave.

D. Except as otherwise permitted by the FMLA, following a leave of absence granted pursuant to the Act, an employee shall be returned to the same position or to an equivalent position with equivalent pay and benefits.

E. Employees may elect to substitute accrued annual leave or sick leave for Leave Without Pay consistent with current laws and regulations for any or all parts of the 12 week entitlement.

## ARTICLE 23

### COURT LEAVE

In accordance with applicable regulations, an employee will be authorized absence from work status without charge to leave or loss of pay, to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State or Local Government.

If an employee normally works a swing or night shift, he can request to have his tour of duty temporarily changed while on court leave. Supervisors will give reasonable consideration to such requests.

**ARTICLE 24**  
**REASSIGNMENTS AND DETAILS**

**SECTION 1. GENERAL**

*Internal Div. Tang.* A. A "reassignment" is defined as any change of an employee from one position to another without demotion or promotion within the Agency.

*Home Training Volunteers* → B. A "detail" is the temporary assignment of an employee without change of Civil Service status or pay to a different position, other than his/her official position, for a specified period of time, with the employee returning to his/her regular duties at the end of the detail.

C. Normally, an employee and the Union will be advised at least 15 calendar days prior to an Agency directed reassignment or 7 calendar days prior to a detail that is expected to last more than 30 calendar days.

**SECTION 2. REASSIGNMENTS**

A. The Agency shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of his/her position to duties which the employee is qualified and capable of performing.

B. The Agency will ensure that the needs of physically handicapped employees are considered in reassignment actions.

C. Selection for reassignment will be from among qualified employees based on mission requirements. Management will solicit volunteers and selections will be made based on seniority. If an insufficient number of employees volunteer, reassignments will be made based on inverse seniority.

**SECTION 3. DETAILS**

A. Details are a way of broadening experience and demonstrating ability to perform at a higher level. Details will be based on mission requirements. Handicapped employees serving under excepted appointments may be considered for details.

B. An official record shall be made by the Agency of any detail over 30 days. For any detail over 30 days, the Agency shall file a copy of the SF 52 or SF 50, including a written statement of duties and responsibilities, as a permanent part of the employee's



Official Personnel Folder (OPF). A copy of the SF 52 or SF 50, will be furnished to the employee.

C. An employee, upon request, may have a detail of less than 30 days made a matter of record in his/her OPF.

D. Selection for details will be from among qualified employees based on mission requirements. Management will solicit volunteers and selections will be made based on seniority. If an insufficient number of employees volunteer, details will be made based on inverse seniority. When detailed, the supervisor will discuss the duties and the expected duration for the detail with the employee.

E. Details will be used judiciously and will be terminated as soon as the need for the detail no longer exists.

F. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he/she shall be temporarily promoted, if qualified.

**SECTION 4.** During a detail to a lower-graded position, the employee continues to occupy his position of record and to be paid at his regular hourly rate or salary.

## ARTICLE 25

### REORGANIZATION

**SECTION 1. DEFINITION OF REORGANIZATION** "Reorganization" is defined as the planned elimination, addition or redistribution of significant functions or duties in an organization and/or organizational unit.

**SECTION 2. PROCEDURES** When a reorganization is the cause of a personnel action involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, reduction-in-force procedures must be followed. When the Agency uses 5 CFR Part 351 procedures it must follow them in all respects. Some situations which may require the use of reduction-in-force procedures are:

- A. When management deliberately changes duties assigned to an employee;
- B. When the activity has formally announced a reduction in force in the employee's competitive area and a reclassification of an employee's position due to erosion of duties will take effect within 180 days.
- C. When there is an assignment to an occupied position in a different competitive level, which involves bumping or retreating.

**SECTION 3. SUCCESSOR POSITIONS** When a position in an organization is abolished as a result of a reorganization and an identical position is to be established at the same grade within 30 days in a new organization within the DDPH, the incumbent of the old position will be accorded priority consideration for assignment to the newly established position, unless this would conflict with the assignment rights of another employee. The foregoing is subject to management's discretion to decide to fill the newly established position and to the incumbent of the old position being qualified for the newly established position.

**SECTION 4. NOTIFICATION OF REORGANIZATION** The Agency shall provide the Union with not less than 30 calendar days notice prior to effecting reassignment actions resulting from the reorganization in order to afford the Union an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. If a reorganization requires the application of adverse action, reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

## ARTICLE 26

### REDUCTION IN FORCE

**SECTION 1.** As soon as it is known by the Agency that a reduction in force action affecting employees in the bargaining units is required, the Union will be so notified and informed of the reasons for such action. Prior to the issuance of official notices to the employees involved in reduction in force action, the Union will be notified of the number of employees and competitive levels to be affected, and the date action is to be taken.

**SECTION 2.** To minimize the impact of any reduction in force, an out-placement program will be activated to determine placement opportunities and locate existing vacancies at other DoD activities and government agencies on Oahu to which qualified employees not placed will be referred.

**SECTION 3.** The placement rights of employees affected by reduction in force will be administered in accordance with applicable regulations. The competitive area for any reduction in force at DDPH will continue to be activity wide.

**SECTION 4.** Career and career-conditional employees who are separated by reduction in force will be placed on the Reemployment Priority List. Such employees will be assisted by the Agency in applying for entry into the OPM Displaced Employee Program for priority referrals to other governmental agencies on the Island. Acceptance of a temporary position by an employee on the Reemployment Priority List or in the Displaced Employee Program will not affect his status on the lists or his eligibility for reemployment into a permanent position.

**SECTION 5.** An employee's entitlement to grade/pay retention when he is changed to lower grade or to severance pay when he is separated shall be determined by the employee's eligibility for the benefit. Such entitlement will be administered in accordance with applicable regulations.

**SECTION 6.** Each employee will receive retention credit in accordance with the provisions of 5 CFR 351.504.

**SECTION 7.** Upon request of the Union, the Agency will provide a presentation on reduction in force procedures to Union stewards and representatives. Such request may be made preliminary to the implementation of an announced reduction in force or when the Union has several new stewards who need to be familiar with reduction in force procedures.

## ARTICLE 27

### CONTRACTING OUT

#### SECTION 1.

A. The Agency will notify the Union at the time a study is initiated to contract out work which is presently being performed by members of the bargaining unit.

B. The Agency will provide to the Union such information concerning the contracting out study as requested by the Union so long as the information is not restricted by law or other prohibitive measures.

#### SECTION 2. NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT

Upon award of a contract that will adversely affect members of the bargaining unit, the Agency will notify the Union. The Union may, within 15 calendar days, request negotiation with the Agency in accordance with 5 U.S.C. §§ 7106(b)(1), (2), (3) of the Civil Service Reform Act.

## ARTICLE 28

### ADMINISTRATION OF DISCIPLINE

**SECTION 1.** Disciplinary action shall be taken in accordance with DLAR 1406.1, Maintaining Discipline, only for just cause, and the penalty imposed will be the minimum in the judgement of the disciplining official, that can be reasonably be expected to correct the affected employee and maintain discipline and morale among other employees.

**SECTION 2. PROCEDURES FOR ORAL ADMONISHMENTS** Being the least disciplinary measure, oral admonishments will normally be a matter between the employee and his/her supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary corrective action with the employee. The incident and necessary correction will be recorded by the supervisor and the employee will be so advised. Information concerning oral admonishments will not remain in the employee's file for more than 12 months. Oral admonishments will be reviewed with the employee after 3 months and if improvement is noted, the record shall be removed from the file and destroyed.

### **SECTION 3. PROCEDURES FOR REPRIMANDS AND SUSPENSIONS OF 14 CALENDAR DAYS OR LESS**

A. When the Agency reprimands an employee or proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

1. In cases of suspensions of 14 calendar days or less, the Agency will give the employee at least 20 calendar days written notice of the proposed action.
2. Notices will state the nature and specific reason(s) for the action.
3. In cases of proposed suspensions of 14 calendar days or less, the Agency will give the employee at least 15 calendar days to respond orally and/or in writing and to furnish materials to support the reply.
4. Notices of proposed suspension will inform the employee of his/her right to consult with a member of the servicing Civilian Personnel Office staff regarding procedural adequacy of the proposed action and of the employee's right to reply.
5. Notices of proposed suspensions will inform the employee of his/her right to representation.

6. Notices of proposed suspensions will inform the employee that any request for extension of time to reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.

7. The employee will be advised where this material relied upon to support the action can be reviewed. Any material/evidence which is not disclosable to an employee may not be used in support of an action against the employee.

8. If a timely request for information is submitted by the employee or his/her representative, the reply period will be extended for five (5) calendar days from receipt of the information.

B. After the time for the employee's reply has elapsed, the Agency will issue a written final decision to the employee. The decision notice will:

1. Indicate whether the proposed action will be effected, modified, withdrawn, or held in abeyance. In no case will the action taken be more severe than that proposed in the advance notice.

2. State the findings with respect to each reason(s) stated in the notice of proposed action.

3. Letters of Reprimand and decisions to suspend will inform the employee of his/her grievance rights in accordance with Section 6 of this Article.

C. Letters of reprimand will be placed in the employee's Official Personnel Folder for not more than 12 months unless the employee receives another disciplinary or adverse action for another offense within the 12 month period. If this occurs it will serve to extend the retention of the former reprimands for another 12 months. In no case, however, will a reprimand remain in an employee's Official Personnel Folder for more than 24 months.

#### **SECTION 4. PROCEDURES FOR REMOVAL, SUSPENSION FOR MORE THAN 14 CALENDAR DAYS, AND REDUCTION IN GRADE AND OR PAY**

A. All of the procedural requirements in Section 3 A and B apply except that the advance period will be not less than 30 calendar days, and the employee will be given at least 20 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or other supportive documents.

B. The 30 calendar day advance written notice period is not required for a removal or an indefinite suspension when there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In such cases, the advance notice period will be not less than 10 calendar days and the reply period will be not less than 7 calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed 10 calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. § 7513(b).

#### **SECTION 5. LETTER OF WARNING AND INSTRUCTION**

A. A letter of warning and instruction is not a disciplinary action, but may be used to clarify procedure, issue specific instruction, or certain requirements in an attempt to correct a deficiency in conduct before a disciplinary action becomes necessary.

B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder. A copy will be filed in the employee's file and the employee so notified. Information concerning the letter of warning shall not remain in the employee's file for more than 12 months. At anytime after the issuance of the letter, the employee's conduct will be reviewed to determine whether there has been sufficient improvement to warrant destruction of the letter.

**SECTION 6.** All disciplinary actions and grievance/appeals shall conform to procedures set forth in applicable laws and regulations and this Agreement.

## ARTICLE 29

### GRIEVANCE PROCEDURES

**SECTION 1.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement. Both parties agree to attempt to resolve grievances at the lowest possible level.

#### **SECTION 2. COVERAGE AND SCOPE**

A. *Employee(s) Grievance.* A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, application and/or violation of this Agreement or the supplement under which the employee(s) is covered, or the interpretation or application of any law, rule or regulation with respect to personnel policies, practices and any other matters affecting conditions of employment.

B. *Union or Agency Grievance.* A grievance by the Union or the Agency is a request for relief over the local interpretation or application of this Agreement or its local supplement covering the two parties, or the local interpretation or application of Agency regulations covering personnel policies and practices and other matters affecting conditions of employment. Such grievances will begin at Step 3 of the procedure.

#### **SECTION 3. MATTERS EXCLUDED**

Excluded from the grievance procedure are:

A. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U. S. C. (relating to prohibited political activities).

B. Retirement, life insurance or health insurance.

C. A suspension or removal under SECTION 7532 of Title 5 U.S.C. (related to national security).

D. Any examination, certification or appointment.

E. The classification of any position which does not result in the reduction in grade or pay of an employee.



F. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

G. Termination of temporary promotion.

H. Termination while serving under a time limited appointment.

I. Nonadoption of a suggestion.

J. Preliminary notice of a proposed action which, if effected, would be covered by this Article or excluded by A through E above.

K. Disapproval of honorary or discretionary awards.

L. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.

**SECTION 4. APPEAL OR GRIEVANCE OPTION** An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his/her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purpose of this Section and pursuant to 5 U.S.C. §§ 7121(d) and (e)(1), an employee shall be deemed to have exercised his/her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

#### **SECTION 5. EXCLUSIVE PROCEDURE**

A. This is the exclusive procedure available to bargaining unit employees for the resolution of grievances.

B. The Union has the right to act in its behalf or on the behalf of any employees to present and process grievances.

#### **SECTION 6. REPRESENTATION**

A. An employee who files a grievance under this procedure may only be represented by his/her exclusive representative. The provisions of Article 1, Section 3 apply as appropriate.

B. An employee or group of employees utilizing this procedure without Union representation. A decision of self-representation shall be submitted in writing to the Union and management by the grievant(s) and made in accordance with the procedures, time limits, and provisions of this Article, except that the employee is not entitled to any representation (e.g., lawyer, another employee, etc.) at the various steps, nor is he entitled to arbitration. The Agency may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement. A Union representative shall be notified and given the opportunity to be present at all steps of the grievance procedure. Inasmuch as the employee without representation is not entitled to arbitration, the decision rendered at Step 3 of the grievance procedure shall be final.

## SECTION 7. GRIEVANCE PROCEDURE

A. The following procedure shall be adhered to in cases of grievances filed by an employee, in behalf of an employee, or by the Union (Union grievance). Time frames may be extended by mutual agreement to assure the grievance is presented to the lowest level management official with authority to render a decision. Employee grievances concerning formal disciplinary or adverse actions, or removal based upon unacceptable performance grievable under this Article will begin at Step 3. In these cases, the time limit for filing the grievance will be 5 workdays after receipt of the notice of decision.

Step 1. The grievance shall first be presented in writing by the grievant(s) and/or the Union representative to the immediate supervisor. The grievance must be initiated within 15 calendar days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. A written decision will be given to the grievant within 7 calendar days after presentation of the grievance.

Step 2. If the matter is not satisfactorily settled at Step 1, the grievant may, within 15 calendar days, submit the complaint, to the next level of supervision/management. The supervisor/manager will meet with the grievants and/or the Union representative within 7 calendar days. The grievant(s) will be provided with a written answer within 7 calendar days following the meeting.

Step 3. If the matter is still not resolved after receipt of the Step 2 response, the grievance may be presented within 15 calendar days by the aggrieved or his/her representative in writing, to the DDPH Commander, or his designee. The Commander, or his designee, will issue a written decision within 20 calendar days after receipt of the formal grievance. Such decision will be the final Agency decision for purpose of these procedures.

B. If the Agency or the Union is not satisfied with the decision on the grievance, either party may request that the grievance be advanced to arbitration in accordance with Article 30 of this Agreement. Such request must be made within 15 calendar days after receipt of the Step 3 decision.

C. A declaration that a complaint is nongrievable or non-arbitrable will serve to amend the grievance to include this issue and made a matter of record. Disputes of grievability or arbitrability shall be the initial issue considered by the arbitrator as a threshold issue prior to consideration of the grievance submitted for arbitration.

D. Written grievances must be signed by the grievant(s) and/or the designated representative, and must include the following data:

1. The aggrieved employee(s)' name, 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 step(s) taken to informally resolve the grievance.
4. The personal remedy (corrective, not punitive action) that is being sought.
5. A statement that discrimination based on race, color, religion, age, sex, or national origin is or is not an issue in the grievance.
6. Identification of the employee's representative.

**SECTION 8. FAILURE TO MEET TIME REQUIREMENTS** 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.

**SECTION 9. WITNESSES** All DDPH employees called by the Agency to testify on matters regarding a grievance being processed under this Article shall be in a duty status and paid travel and per diem expenses in accordance with appropriate regulations.

**SECTION 10. RECORDS AND DOCUMENTATION** The Agency shall, upon request, furnish the grievants or a properly designated representative, with pertinent records, regarding a grievance under this Article, subject to limitations of the Privacy Act.

## ARTICLE 30

### ARBITRATION

**SECTION 1.** Arbitration may be invoked only by the Union or the Agency and shall extend only to matters which may be processed under Article 29, Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Agency may file exceptions to the arbitrator's award in the manner prescribed by law.

**SECTION 2.** Within ten (10) calendar days from the date either party receives the written request for arbitration, representatives of the parties shall meet to mutually select an arbitrator. If agreement cannot be reached within five (5) calendar days from the initial meeting, the parties shall submit a joint request to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. Within five (5) calendar days following receipt of this list, the parties will meet in an attempt to select a mutually acceptable arbitrator from the list. If agreement cannot be reached, the parties will alternately strike a name from the list. This process will be repeated and the name of remaining will be the duly selected arbitrator.

**SECTION 3.** Following selection and receipt of acceptance from the arbitrator, the parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Post-hearing briefs may be submitted provided both parties agree or the arbitrator requests them.

**SECTION 4.** The arbitration hearing will normally be held on-site regular day shift working hours, excluding weekends. A reasonable number of relevant witnesses as determined by the arbitrator, may be called by both parties. Employees of DDPH who participate in arbitration hearings who are otherwise in an active duty status shall be in a pay status without charge to annual leave while so engaged.

**SECTION 5.** In considering any case submitted under the provisions of this Agreement, the arbitrator shall be limited to the specific issue jointly submitted by the parties and to the evaluation of testimony, evidence, and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. An arbitrator shall not change, modify, alter, delete,

or add to the provisions of the Agreement, such right being the prerogative of the contracting parties only.

**SECTION 6.** The arbitrator will be expected to transmit his written opinion to the parties as soon as possible but not later than thirty (30) calendar days after conclusion of a grievance hearing.

**SECTION 7.** The fees and expenses of the arbitrator shall be borne equally by the Agency and the Union.

**SECTION 8.** The time limits in this Article may be extended by mutual agreement of the parties.

## ARTICLE 31

### PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

#### SECTION 1. GENERAL

A. For the purpose of this Article:

1. The term "employee" refers to any bargaining unit employee who is a member in good standing of the Union.

2. The term "servicing payroll office" refers to the DDC Finance Services Division, which is responsible for processing the pay of the employee.

3. The term "payroll allotment" refers to a voluntary authorization by the employee for a deduction in a specified amount to be made from the employee's pay each pay period for the payment of dues, associated with his/her membership, to the Union.

4. As employees leave DDPH through retirement, transfer, etc., the DDPH Commander, or his designee, will provide the names of these employees to the Union.

B. The Agency and Union agree that each are responsible for fully informing the employee that his/her authorization for a payroll allotment:

1. Is completely voluntary; and

2. Cannot be revoked for a period of 1 year from the effective date thereof, or at intervals of 1 year as set by this Agreement in Section 3 below.

#### SECTION 2. AUTHORIZATION OF PAYROLL ALLOTMENT

A. Only one payroll allotment shall be authorized for an employee.

B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, shall be used. The Union shall purchase and distribute this form to the employees.

C. The Union shall furnish the Agency with written notification of the name and title of the Union official who is designated to sign the certification on the SF 1187.

D. The Union shall be responsible for furnishing the servicing payroll office with a certified schedule of payroll allotments supported by completed Standard Forms No. 1187 signed by the designated Union official and the employees.

E. No more than two changes in the amount of the payroll allotment shall be made during a calendar year.

F. Written notification of a change in the amount of the payroll allotment shall be furnished to the servicing payroll office by the Union.

G. The change in the amount of the payroll allotment shall become effective with the first complete pay period which occurs 30 days after the written notification is received by the servicing payroll office.

**SECTION 3. TERMINATION OF AUTHORIZATION** The payroll allotment shall be terminated when any of the following situations occur:

A. The employee retires.

B. The employee dies.

C. The employee is separated.

D. The employee ceases to be a member of the bargaining units.

E. The employee ceases to be a member in good standing of the Union. If this occurs, the Union shall be responsible for promptly furnishing written notification to the servicing payroll office.

F. The employee files a written notification (SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues) with the servicing payroll office. An employee in the bargaining unit who has authorized withholding of Union dues may request revocation of such authorization by completing a SF 1188 and submitting the completed form to the servicing payroll office. These forms may be obtained from the Agency. An employee who initiates dues deduction and requests revocation of this deduction within the initial year will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deduction went into effect. An employee who completes the initial one (1) year period and requests revocation of Union dues deduction will have the revocation take effect on the first pay period beginning on or after 1 March following submission of the request. Requests for revocation must be received by the servicing payroll office no later than 1200 noon on the last Monday preceding the first anniversary

date or 1 March as appropriate. The servicing payroll office shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

#### SECTION 4. PROCESSING PAYROLL ALLOTMENTS

A. Payroll allotments shall be processed at no cost to the Union or the employee.

B. An employee who desires to have his Union dues deducted from his pay may, at any time, complete and sign the appropriate portions of the SF 1187. Section A of this form will be completed and certified by the authorized administrator of this Agreement. The authorized administrator shall submit the form to the servicing payroll office within sufficient time for verification of employee eligibility and for the subsequent processing of the form at the payroll office no later than 1200 noon on the last Monday preceding the pay period during which the initial deduction is to be made.

C. Except as stipulated in D below, the servicing payroll office shall deduct the amount of the payroll allotment each pay period.

D. No dues shall be withheld or deducted for any pay period in which the employee's net salary, after other legal or required deductions, is insufficient to cover the full amount of the payroll allotment.

E. After each pay period the servicing payroll office shall remit a check to the Union for the payroll allotment deductions together with the following:

1. The names of employees from whom deductions were made and the amount of each deduction, and their organization assignment.
2. The total number of employees from whom dues were withheld.
3. The total amount withheld.
4. The names of employees from whom no dues were deducted in accordance with D above.
5. A copy of any written revocation received by the servicing payroll office since the previous remittance.



## ARTICLE 32

### COPIES OF AGREEMENT

**SECTION 1.** Booklet copies of this Agreement shall be provided by the Agency to each employee in the bargaining units. The Union shall be furnished 25 copies to meet its needs.

**SECTION 2.** The expenses for printing and distribution of this Agreement shall be borne by the Agency.

**SECTION 3.** New employees will be given a copy of this Agreement by the Agency at the time the employee is being processed for employment.

## ARTICLE 33

### PUBLICITY

The Agency agrees that the Union will be provided space on all bulletin board which are designated as official. Information posted must not violate any law, this Agreement, the security of the activity, or contain language which is scurrilous or defamatory. The Union bears sole responsibility for the content of material distributed or posted.

## ARTICLE 34

### GENERAL PROVISIONS

**SECTION 1.** It is mutually understood that all persons (including supervisors and stewards, but not limited thereto) involved in labor-management relations should assert themselves in a temperate and reasonable manner in their mutual dealings and assume responsibility for conforming to appropriate standards of personal conduct.

**SECTION 2.** Nothing in this Agreement shall be construed as a bar to any rights the employee would otherwise be entitled to in the absence of such Agreement, including the right to bring matters of personal concern to the attention of their Congressional and other legislative representatives.

**SECTION 3. INFORMAL COMPLAINT PROCESS:** This section sets forth the procedures for processing complaints to agencies outside DDPH such as unfair labor practice (ULP) charges, OSHA complaints, classification appeals, GAO complaints, etc., before such complaints are formally filed. The expressed intent of the parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the parties agree to the following informal process:

Should either party believe that the other party has committed a ULP or other action that may warrant the filing of a complaint with an outside agency, that party shall serve written notice of the alleged violation(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The party so served shall have five (5) work days from the date the informal complaint was received to investigate the matter and allegation(s). If the matter is not resolved after the expiration of the five day period, the charging party may proceed to file the complaint with the appropriate agency. For the purpose of this section, service will be made to the Commander or his designee or the Union Executive Director, personally, by registered/certified mail, return receipt requested, or by facsimile.

*To this  
actually a  
"informal" process*

## ARTICLE 35

### DURATION AND CHANGE OF AGREEMENT

**SECTION 1.** This Agreement shall become effective only after ratification by members of the Union who are bargaining unit employees, signing by representatives of both parties, and approval by the Department of Defense (DOD). This Agreement will become effective on the date of DoD approval or on the 31<sup>st</sup> day after execution by the parties, whichever is sooner, and remain in full force and effect for a period of three (3) years subsequent to the effective date except that it shall terminate automatically on any date on which it is determined that the Union is no longer entitled to exclusive recognition under 5 USC. On the request of either party, representatives of the Agency and the Union shall meet to commence negotiation on a new Agreement on a mutually agreeable date between the 105<sup>th</sup> and 60<sup>th</sup> days, inclusive, prior to the expiration date of this Agreement. If the new Agreement has not be concluded prior to such expiration date, this Agreement may be continued for a specified period of time to be agreed upon. Such continuance would be with the mutual consent of both parties and subject to approval by DoD.

**SECTION 2.** Amendments to this Agreement may be negotiated by mutual agreement of both parties any time after it has been in effect for a period of six (6) months. Requests for such amendments by either party must be in writing and must include a summary of the amendments proposed and reasons therefor. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the request. If the parties agree to a reopening of the Agreement, they shall proceed to negotiate on the proposed amendments.

**SECTION 3.** This Agreement shall be reopened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by the requesting party of any change required by applicable law or any order, instruction or regulation of the OPM, DoD, Defense Logistics Agency, or other higher authority, which alters the discretionary authority of the Commander with regard to any item specifically covered by this Agreement. The written request shall include reference upon which the request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to commence negotiations.

**SECTION 4.** Any amendments to this Agreement agreed to by the parties will be in writing and duly executed by both parties. Such amendments will become effective upon approval by DoD or 31 days after execution of the amendments, whichever comes first.

SECTION 5. The Agency recognizes the right of the Union to initiate mid-term and impact and implementation bargaining to the extent permitted by law.

EXECUTION AND AGREEMENT

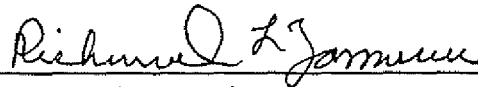
This agreement between the parties identified below was executed on November 10, 1999, as evidenced by the following signatures:

For the Defense Distribution Depot  
Pearl Harbor Hawaii:

For the Service Employees International Union  
Local 556, AFL-CIO and Hawaii Federal Employees  
Metal Trades Council, AFL-CIO:



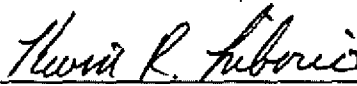
GEORGE L. OMEECHEVARRIA  
CDR, SC, USN  
Commander  
Chief Negotiator



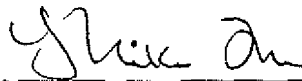
RICHARD L. ZAMORA  
Executive Director  
Chief Negotiator



DENISE CORDEIRO  
Deputy Commander  
Negotiator



KEVIN R. LIBORIO  
President, HFEMTC, AFL-CIO



MIKE F. IHA  
Negotiator



CHARLOTTE D. LYMAN  
Negotiator



RICHARD TAM  
Negotiator

Approved by the Department of  
Defense on November 19, 1999 to  
be effective November 19, 1999.

Employee/Union Grievance Form

Name of Grievant & Organization (Print): \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Job Title & Grade: \_\_\_\_\_

Select One: \_\_\_\_\_ I desire to represent myself.

\_\_\_\_\_ I hereby authorize the Union to represent me  
Union Representative (Print): \_\_\_\_\_

Address & Phone: \_\_\_\_\_  
\_\_\_\_\_

Date of Incident giving rise to this grievance: \_\_\_\_\_

Basis of Grievance. Include all relevant information necessary to understand the grievance in order to issue a fair decision (what happened, who involved, when, where, etc.) Attach other pages as needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief statement of attempts to resolve grievance informally. Please describe the steps which were taken to informally resolve the grievance (who, what, where, when, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Requested Remedy: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Received by Management: \_\_\_\_\_ Date: \_\_\_\_\_

Discrimination based on race, color, religion, age, sex, or national origin IS/IS NOT an issue in this grievance. (Please circle one)

All Correspondence regarding this grievance shall be provided to all Parties involved (e.g., Management Official, Employee, & Union Representative, if any.)