

AGREEMENT

BETWEEN

DLA DOCUMENT SERVICES

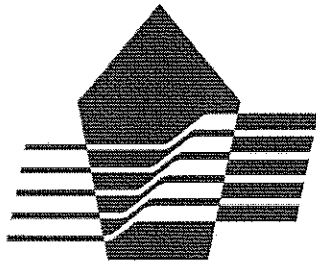
AND

INTERNATIONAL FEDERATION

OF PROFESSIONAL AND TECHNICAL

ENGINEERS

LOCAL 121



EFFECTIVE

6 DECEMBER 2010

ALOHA



INTERNATIONAL FEDERATION OF
PROFESSIONAL and
TECHNICAL ENGINEERS

STATE OF HAWAII & PACIFIC OCEAN AREAS:
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AGREEMENT

BETWEEN THE
DEFENSE LOGISTICS AGENCY (DLA)
DOCUMENT SERVICES, PEARL HARBOR

AND
INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS

LOCAL 121

EFFECTIVE
6 DECEMBER 2010

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PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, hereinafter referred to as the "Act," this Collective Bargaining Agreement (CBA) is made by and between the DEFENSE LOGISTICS AGENCY (DLA) DOCUMENT SERVICES, PEARL HARBOR hereinafter referred to as the "Employer," and the INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS, AFL-CIO/CLC, LOCAL 121, hereinafter referred to as the "Union." Wherever the pronouns "he," "she", "him," "her" or "his" are used, they are intended to include both genders.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS this CBA should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

NOW THEREFORE, the parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter "the Act," as follows:

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the exclusive representative of all employees covered by this CBA with respect to grievances, personnel policies and practices or other matters affecting general working conditions.

Section 2. The provisions of this CBA shall only apply to those activities of the Employer affecting members of the bargaining unit, which is defined as:

Included: All graded non-professional employees of the DLA's Document Services, Pearl Harbor.

Excluded: All graded professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

Section 3. The provisions of this CBA also apply to the parties when bargaining unit employees are on temporarily assigned duties (i.e., travel) outside of Document Services, Pearl Harbor, to the extent that the Employer retains control of the employees in their work assignments, consistent with law and applicable regulations.

ARTICLE II

DUTY TO BARGAIN AND SCOPE

Section 1. The parties to this CBA have a duty to bargain collectively on the conditions of employment affecting employees in the bargaining unit. This mutual obligation to meet at reasonable times to consult and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

Section 2. The duty bargain is as set forth in 7117(a) of the Act.

Section 3. In the administration of all matters covered by this CBA, the parties are governed by the following: existing and future laws; Government-wide rules and regulations in effect upon the effective date of this Agreement; and Government-wide rules and regulations issued after the effective date of this CBA that do not conflict with this CBA.

Section 4. It is agreed that proposed changes in conditions of employment affecting employees in the bargaining unit and for which there is an obligation to bargain shall be accomplished by presenting a draft of the proposed change to the Union and permitting a sufficient time (not more than ten (10) calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate. If the Union submits proposals, negotiations will commence within ten (10) calendar days from receipt of the Union's proposals, unless the parties agree to a later date. Should negotiations take place, normal conduct of negotiations govern, including third party proceedings. The foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 7101(b) of the Act. In such event, the parties will continue negotiations even after the change has been implemented. The time limits set forth in this paragraph may be extended by mutual agreement of the parties.

Section 5. The Union point of contact for the purpose of negotiating on any issue regarding the administration or application of this CBA shall be the duly elected Union President unless he has designated a representative in writing. The point of contact for the Employer will be the Labor Advisor servicing DLA Document Services, Pearl Harbor.

ARTICLE III

RIGHTS OF THE EMPLOYER

Section 1. It is recognized that the customary and usual rights, powers, functions and authority of management officials are vested in management officials of the Employer. In accordance with the Civil Service Reform Act of 1978, these include the rights:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. 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;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- d. To make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this CBA shall preclude the parties from negotiating:

- a. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, tour duty, or on the technology, methods and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under Section 7106 of the Act.
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 of the Act by such management officials.

Section 3. The Employer retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this CBA.

ARTICLE IV

RIGHTS OF THE EMPLOYEES

Section 1. The Employer and the Union agree that employees shall have and shall be protected in the exercise of their rights freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from any such activity. The right to assist such an organization shall extend to participation in the management thereof and action as a representative of the organization, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 2. It is further agreed that the rights described in Section 1, preceding, do not extend to participating in the management of any labor organization or acting as a representative of any such organization where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 3. The Union and Employer agree that resolution of matters arising between employees and the Employer be accomplished as informally as possible between the individual employee and at the lowest level of supervision practicable. The Employer agrees that employees of the bargaining unit shall have the right to communicate with their steward during working hours the employee's work site as authorized in Article VI, Section 4.

Section 4. A reasonable amount of official time will be granted to an employee, in accordance with this CBA, to present his grievance to the Employer and/or to prepare and present an appeal of an adverse action (as defined in Article XX, Adverse Action) in accordance with applicable regulations.

Section 5. Nothing in this CBA shall require an employee to become or remain a member of a labor organization, or to pay money to an organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 6. The Employer agrees that all provisions of this CBA shall be applied fairly and equitably to all employees in the bargaining unit.

Section 7. Relationships between employees and their managers should be mutually conducted in a businesslike, courteous and tactful manner. In dealing with the employees and the Union, the Employer will respect their dignity. The employees and the Union will do the same with respect to the Employer.

Section 8. Nothing in this CBA shall prohibit an employee from being represented by a Union steward at any stage of the EEO complaint process upon request including the counseling stage.

ARTICLE V

RIGHTS OF THE UNION

Section 1. It is agreed that the parties shall bargain or consult, as appropriate, on matters involving personnel policies and practices and matters affecting working conditions that fall within the scope of the Employer's authority. It is recognized that this CBA is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not limit the responsibility of either party to bargain or consult as appropriate with the other.

Section 2. The Union shall be given the opportunity to be present at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- b. Any examination of an 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. Reasonable notice to the Union of a formal meeting will be sufficient if provided to anyone listed on the list provided by the Union in accordance with Article VI, Section I.

ARTICLE VI

UNION REPRESENTATION

Section 1. The Union will supply the Employer, as changes occur, a complete list of all Union officials/representatives and bargaining unit stewards.

Section 2. The employer agrees to recognize those stewards duly designated by the Union. The number of stewards shall not exceed two (2). The Union may designate an alternate steward where necessary in the event any regular steward is temporarily unable to serve his area due to illness, vacation, temporary promotion, detail assignment, or government travel. The Employer and the Union recognize that the need for a change in the number of stewards may develop and agree to consider proposals for such changes together with the reasons supporting the proposals

Section 3. Stewards and other employees shall first obtain permission from the appropriate supervisor when necessary to leave their jobs for the purpose of participating in any meeting or discussion connected with labor-management relations and shall report back to their supervisor at the time they return to the job. If the employee's supervisor is not available, he shall request permission from his next higher-echelon supervisor to leave the job. It is understood that in responding to the steward's request, the supervisor has the right to be informed where the steward wants to go, the general nature of the cause for the request, the expected duration of the absence, and other related matters. A steward desiring to discuss a work related matter with an employee shall also obtain permission from the employee's supervisor before contacting the employee. Contacts between employees and stewards will normally take place in the immediate vicinity of the employee's work area.

Section 4 The Employer will authorize reasonable official time during work hours without loss of pay or benefits to permit stewards to carry out their representational functions. Reasonable official time will be granted for the following:

- a. To consult and/or meet can confer with supervisors or other management officials.
- b. To be the representative of employees in presentation of grievances. Stewards will assiduously guard against the excessive use of time off the job for these activities. Time off from work granted to stewards shall not be used for: discussion of any matters

connected with the internal management or operations of the Union or any other labor organization; the collections of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office in the Union or other labor organization; the distribution of literature or authorization cards; or the solicitation of grievances or complaints.

- c. To perform other representational functions, as appropriate.

Section 5. Stewards will not be discriminated or retaliated against or transferred from one work shift to another due solely to legitimate labor organization activities permitted under the provisions of applicable regulations or this CBA. The Employer will give stewards as much advance notice as practicable when changing their work shift, workweek or work location.

Section 6. Stewards will normally handle matters within their cognizance up to and including the Department Head equivalent level.

ARTICLE VII

HOURS OF WORK

Section 1. Normally, the basic workweek is 5 consecutive calendar days, unless local circumstances require modification, during which: Full-time employees are required to be on duty regularly 8 hours per day.

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

The Employer may assign employees to basic workweek schedules other than those covered in the above instruction consistent with applicable regulations.

Section 2. In affecting any changes in the days and/or shift hours of employee's basic workweek, the Employer shall give the affected employee at least seven (7) calendar days notice prior to the changes will take effect, except for special circumstances which may be allowed by regulation. The days and/or shift hours of an employee's basic workweek shall not be changed for any period of less than one full week, except as allowed by regulation. The Employer has the right to establish or change work schedules as required to maintain or improve the efficiency of operations. However, the Employer shall meet and confer or consult, as appropriate, with the Union with regard to minimizing the impact of such change on employees.

Section 3. Employees desiring to change their tour of duty will make the request to their immediate supervisor. Special tour of duty requests shall include the hours of work, period of accommodation, reason, and pertinent supporting documentation (e.g., school policy, medical report, etc.). In making his determination, the supervisor may consider, *inter alia*, the needs for the employee's services, the Employer's requirement for efficient work operations, and reduction of costs.

Section 4. Where two or more employees request a change in tour of duty and not all of the employees can be accommodated, the Employer may consider the employee's organizational assignment, position, qualifications, dependability, knowledge of the work involved, and if applicable, medical condition. The Employer may also consider any compelling need presented by the employee. Where the above factors are roughly equal, the Employer may consider selecting the employee with greater seniority. Seniority will be determined by the employees' service computation dates (SCD) (leave), as shown on the employee's SF-50.

Section 5 It is understood that, in the situation described in Section 4 above, where a competing employee has a compelling need but less seniority than another competing employee, the compelling need will outweigh the seniority. Where two competing employees have compelling needs, all other factors are equal, and only one may be chosen, the Employer will select based on greater seniority, rather than on the basis of the more compelling need.

Section 6. Normally, during each tour duty employees are allowed a specified period of time off to eat lunch. A lunch period is non-work time for which neither basic nor overtime compensation is payable.

Section 7. The Employer agrees to consider an employee's request for a rescheduling of the employee's workweek to allow the employee to take courses in an educational institution. In order for the request to be considered, it must not interfere with the accomplishment of the employee's work. The employee will still be required to work a 40-hour workweek and no premium pay will be paid solely because of the rescheduling. The course taken should equip the employee for more effective work in the agency.

ARTICLE VIII

OVERTIME

Section 1. Overtime work shall be compensated at the appropriate overtime rates in accordance with law and regulation.

Section 2. General Schedule (GS) employees whose basic pay does not exceed the minimum rate for GS-10 may request compensatory time in lieu of overtime pay for irregular overtime worked. GS employees whose basic rate of pay is above the maximum rate of GS-10 may receive compensatory time or overtime pay as determined by the employer.

Section 3. Employees assigned to overtime work will be given as much advance notice as practicable and will respond in a responsible manner. Employees must recognize and accept their special obligation for responsiveness to call-back overtime when urgent/emergent conditions necessitate the use of call-back.

Section 4. In assigning overtime work, the Employer shall not assign overtime work as a reward or penalty.

a. When it becomes necessary to continue work on a particular job on an overtime basis, (unscheduled), the employee assigned to such overtime work will normally be the one who has been working on the same job during his regular shift hours.

b. When the need for overtime work is known in advance, the Employer will assign the overtime work as fairly as practicable.

c. Full consideration must be given to such factors as the relative skill and ability of available employees, the organizational assignment of employees, specialized training, dependability of the employee knowledge of the job the particular type of work involved and employee medical and physical condition.

d. The expressed desires of employees to receive overtime work assignments, or not to receive such assignments will also be considered; however, the aforementioned factors will take precedence.

Section 5. Employees called back to work shall receive at least two (2) hours "call back" pay at the applicable overtime rate, although they may work less than two (2) hours, in accordance with applicable regulations.

Section 6. Subject to the Employer's right to assign work, employees will be given the opportunity for an unpaid meal period, if the employees are scheduled to work more than two (2) hours of overtime following their shift.

ARTICLE IX

HOLIDAYS

Section 1. Holidays will be observed as non-work days to the extent practicable consistent with workload and manpower requirements as determined by the Employer.

Section 2. Any employee having annual leave to his credit may apply for annual leave for any workday which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee. Such leave will ordinarily be approved when requested at least five days in advance unless the granting of such leave would adversely affect the operation of the Employer.

Section 3. Assignment of holiday work shall be made in accordance with Section 4 of Article 8, Overtime.

Section 4. Pay for holiday work shall be computed in accordance with applicable laws and regulations.

ARTICLE X

HEALTH AND WELFARE

Section 1. The Union will lend its support to the Employer in encouraging participation in programs and activities of benefit to employees in the bargaining unit, such as the Blood Bank Program.

ARTICLE XI

SICK LEAVE

Section 1. The Union joins the Employer in recognizing the insurance value of sick leave and encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future.

Section 2. Employees normally will not be required to furnish a medical certificate to substantiate a request for sick leave unless such sick leave exceeds three (3) consecutive workdays continuous duration except that, in the case of employees suspected of abusing the sick leave privilege (e.g., when sick leave is used frequently or in unusual patterns or circumstances), the Employer may require submission of a medical certificate.

Section 3. Employees who suffer from a chronic illness necessitating absences exceeding three working days on an intermittent basis over an extended period of time, but do not necessarily require medical treatment, may submit one medical certificate to cover such absences for not more than six (6) months at a time. The medical certificate shall contain the nature of illness, reason for and expected dates of intermittent absences, and period of time in which absences are expected occur. This provision does not apply to employees who are under restrictions due to leave abuse.

Section 4. Sick leave may be advanced to an employee upon his request in an amount not to exceed thirty (30) working days in cases of serious illness or disability, in accordance with applicable rules and regulations and when it is considered to be in the best interests of the Employer.

Section 5 Employees desiring medical, dental, or optical examination or treatment should 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 examination or treatment shall be submitted as far in advance as possible.

Section 6. It is agreed and understood that it is the responsibility of the employee to see that his supervisor is notified by telephone or other means if he is prevented from reporting to work because of an incapacitating illness or injury. Employees who desire sick leave because they are unable to report to work must request the leave no later than fifteen (15) minutes after the start of their shift, unless they have a bona fide reason for not doing so. In such instances, they will

call as soon as possible. Employees sent home from work because of illness normally shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify the office on the first day of the second week and of each week thereafter until his return to duty.

ARTICLE XII

ANNUAL LEAVE

Section 1. In making a determination on an employee's request for annual leave, the need for the employee's services, work load, and manpower requirements may be among the factors considered. The Employer agrees to establish and adhere to a leave schedule insofar as possible. It is agreed that employees will be consulted in the establishment of such a schedule, and full consideration may be given to each employee's one most preferred leave period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration may be given to such factors as operating needs and skill availability. Where all other factors are judged to be substantially equal, the employee with greatest seniority may be given preference for the desired leave period. Seniority will be determined by the employee's SCD (leave), as shown on the employee's SF 50. Employees may request changes to the schedule where there is no conflict involved.

Section 2. Requests for annual leave will be submitted to the appropriate supervisor as early as possible but not less than twenty-four (24) hours in advance. Employees who desire annual leave because they are unable to report to work due to unforeseen circumstances must request the leave no later than fifteen (15) minutes after the start of their shift unless they can not do so. In such instances they will call as soon as possible. Any request for unscheduled annual leave will be considered on an individual basis by the appropriate supervisor before the leave is approved or denied. Absences without authorization may subject the employee to disciplinary action.

Section 3. When the Employer finds it necessary to disapprove a request for annual leave or to cancel previously approved leave, the Employer will explain the reasons for such action to the affected employee as practicable. Should a situation arise where the Employer may have to cancel previously approved leave, the Employer will give due consideration to employees whose leave includes non-reimbursable plane tickets.

Section 4. Employees and the Employer have a mutual responsibility to schedule annual leave for planning purposes as well as to avoid forfeiture because of the limitation of maximum leave which can be carried forward to the succeeding leave year.

Section 5. All excess annual leave should be scheduled as early as possible in the leave year. Excess annual leave that has been

approved may be rescheduled if it does not impact scheduled workload needs.

ARTICLE XIII

OTHER LEAVE AND ABSENCES

Section 1. Requests for leave of absence without pay will be considered on their individual merit and shall not exceed a period of one (1) year for each application.

Section 2. The Employer agrees that when given adequate advance notification in writing that an employee in the 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 leave without pay consistent with regulations and work load requirements.

Section 3. In accordance with applicable statutes and regulations, employees in an approved leave of absence without pay status shall maintain all rights and privileges in respect to retirement status, reduction-in-force rights, and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefit Program

Section 4. Administrative leave is approved absence from duty without loss of pay and without charge to leave.

Section 5. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time. Employees who do not intend to vote are not entitled to such time off.

Section 6. Where the activity head closes all or part of DLA Document Services, Pearl Harbor prior to the start of work due to unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruptions of transportations or building services, the Employer will make reasonable efforts to inform all affected employees by private or public media.

Section 7. If an emergent situation, such as extreme weather or a natural disaster, prevents an employee from arriving at work and the employee's office is open, the Employer may consider granting administrative leave for all or part of the employee's workday upon the employee providing the Employer reasonably acceptable documentation that the employee made all reasonable efforts to reach work, but that the emergent condition prevented the employee from

arriving on the time or at all. Employees are obligated to contact their supervisor as early as practicable to explain the circumstances and provide an estimated time of arrival at work.

Section 8. Tardiness and unavoidable absence from work up to one hour at the beginning of the work shift or following an approved leave period, may be excused for adequate reasons as determined by the Employer.

Section 9. Employees donating blood may be granted up to four hours of administrative leave to cover travel to and from the donation site, the donation of blood, and recovery if necessary, additional recuperative time may be provided. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. This provision does not cover employee who gives blood for his own use or receives compensation for giving blood.

Section 10. An employee who is an official or representative of the Union may be excused without charge to leave in conduction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern and benefit to the DoD and the employee in the capacity as a Union representative and the DoD's interest will be served by the employee's attendance. Administrative excusal for this purpose may cover only such portions of a training session to meet the foregoing criteria and will not exceed sixteen (16) hours for any individual within a twelve-month period.

Section 11. The Employer will grant court leave consistent with regulations for employees required to perform jury duty or attend judicial proceedings in a nonofficial capacity as a witness on behalf of the State, the District of Columbia, or a State or local government. The Employer may request excusal of the employee from the appropriate court in the event the employee cannot be released because of work load requirements.

Section 12. Members of reserve components of the Armed Forces and National Guard who are permanent, indefinite, or part-time (career) employees, accrue up to 15 calendar days of military leave per fiscal year (prorated for part-time career employees). To the extent not used in a fiscal year, military leave may be carried over into the new fiscal year for a potential total of 30 days of military leave. A maximum of 30 days of military leave may be used during one or more periods of military duty during the fiscal year. Employees shall apply for military

leave as far in advance as circumstances permit. Approval of military leave shall be based on a copy of the orders directing the employee to active duty and a copy of the certificate on completion of such duty.

Section 13. The granting of leave for maternity reasons is a combination of sick leave, annual leave, and leave without pay. Sick leave may be used to cover the period of incapacitation, and in accordance with sick leave regulations, to care for the child when the child is ill. If sick leave is exhausted, annual leave will be granted if available or leave without pay. After delivery and recuperation, the employee may desire a period of adjustment or lead time to make arrangements for the care of the child. Such additional leave requirements must be taken care of by the use of available annual leave, leave without pay or compensatory time.

- a. The employee is responsible for notifying the Employer of her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration. This will allow the Employer to prepare for any staffing adjustments necessary to compensate for the employee's absence.
- b. The Employer may request a medical certificate from the employee if there is a question concerning to the employee's physical fitness to continue work before or to return to work.
- c. The Employer will make a reasonable effort to accommodate a pregnant employee's request for a modification of duties or temporary assignment for medical reasons when the request is supported by acceptable medical evidence.
- d. Consistent with the Family and Medical Leave Act, employees may have up to 480 hours of accrued sick leave to care for a family member with a serious health condition.

Section 14. Notwithstanding the above, nothing contained in this article will restrict the Employer's ability to require the presence of an employee, pursuant to its right to assign work under 5 USC 7106(a)(2)(B), should the Employer determine that the employee's services are necessary.

ARTICLE XIV

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave whenever practicable consistent with regulations and work load requirements. If an employee is called for the above civic duties, he/she shall promptly notify the Employer and shall submit evidence of selection for jury service. Upon completion of his/her service, the employee shall present to the Employer satisfactory evidence of the time served on such duties.

Section 2. The Employer and the Union agree that unit employees will be encouraged to participate in approved charity drives; however, in no instance shall the Employer exercise undue pressure on any employee to contribute to which the employee does not wish to contribute. The Employer and the Union will encourage employees to participate in the U.S. Savings Bond Payroll Savings Program.

ARTICLE XV

PROMOTION

Section 1. The Employer and the Union agree that all vacant positions, which are filled by competitive means, will be filled in accordance with the Merit Promotion Plan, applicable regulations and this CBA. The overall objective of the Merit Promotion Plan is to assure that positions filled under competitive procedures are filled with the best qualified persons available and that employees have an equal opportunity for advancement. All provisions of this article are applicable only to positions in the bargaining unit.

Section 2. The Union recognizes that the Employer may utilize sources other than merit promotion and may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, change to lower grade, or transfer. The Employer may also cancel or postpone action to fill a vacancy.

Section 3. Most position vacancies in the bargaining unit will not be announced but will be filled through the current online program.

Section 4. In those rare instances when a bargaining unit position vacancy is announced under Merit Promotion, the Employer will publicize the recruitment action for at least seven (7) business days.

Section 5. As an exception to competitive promotion procedures, an employee demoted without personal cause and eligible under applicable regulations will be given prior consideration for repromotion to certain vacancies for which the employee is fully qualified and interested in. Priority consideration will be given before taking any action to fill the vacancy, except for the placement of an employee with statutory or regulatory rights. Consideration will extend only to positions in the pay system of the position from which demoted which are at or below the grade of the position from which demoted above the level of the position to which assigned. It is understood that employees afforded priority consideration have no entitlement of selection.

Section 6. The Employer agrees to temporarily promote qualified employees who are directed to perform the required duties of a higher-level position in the unit or first-level supervisory position for two (2) calendar weeks or longer when it is known in advance that the assignment will last for at least two (2) calendar weeks.

Section 7. Temporary promotion of 120 days or less to positions in the bargaining unit or first-level supervisory positions shall be made as equitably as practicable from among employees who are qualified and, normally, who indicate a willingness to serve in the higher-level bargaining unit positions. It is recognized, however, that the requirements and conditions of the job shall be the deciding factors in making the selection, and that selection will be from among all employees of DLA Document Services, Pearl Harbor who meet the above requirements. Terminations of temporary promotions are not subject to processing under Article XXI, Grievance Procedure.

Section 8. Grievances arising out of application of the Merit Promotion Plan, including rating and ranking complaints, shall be processed under the negotiated grievance procedure. It is understood that non-selection for promotion from a group of properly ranked and certified candidates is not grievable. The Union recognizes that selecting officials are not required to justify their selection decisions to non-selected candidates. However, upon request, the employee may be counseled as to how the employee might improve chances for future selection.

ARTICLE XVI

REDUCTION IN FORCE

Section 1. The Employer agrees that prior to the issuance of official notice to the employees in the bargaining unit involved in reduction-in-force (RIF) action, the Union shall be notified of the number of employees and competitive levels to be affected, the competitive area (which will be DLA Document Services, Pearl Harbor – wide), the date action is to be taken and the reasons for the RIF. The Union will render its assistance in communicating to the employees the reasons for the RIF.

Section 2. In the event of a RIF, the Employer will consider filling existing vacancies to the maximum extent practicable through placement of well-qualified bargaining unit employees who would be affected by displacement action. The Employer further agrees to consider training for another position in the bargaining unit an employee scheduled to be separated by RIF where such training would be feasible and consistent with manpower requirements. Where the Employer exercises this option and there are more affected employees than available positions and qualifications for the position are substantially equal, the Employer will select in order of highest RIF retention standing. The application of this provision, however, neither requires the employer to fill vacant positions nor to fill vacant positions with unqualified employees.

Section 3. Any career or career-conditional employee who is separated as a result of RIF shall be registered for inclusion in the DoD Priority Placement Program (Stopper List). Employees who are to receive severance pay do not have the option of not being registered. The Employer shall also provide affected employees with the assistance to register for inclusion on the DoD Reemployment Priority List, unless the employees do not wish to be registered.

Section 4. An employee's entitlement to grade/pay retention when the employee is changed to lower grade in a RIF or to severance pay when he is separated in a RIF, shall be determined under applicable law and regulation. Such employees will be informed of grade/pay retention or severance pay, as appropriate.

Section 5. Each employee selected for release from a competitive level under RIF procedures is entitled to a written notice of at least 60 calendar days; of 120 calendar days if the RIF involves a minimum of 50 employees being separated.

Section 6. In the event of a RIF, a representative of the Employer will advise all affected employees of the RIF and the employees' rights as far in advance as possible but not later than thirty (30) days before the action becomes effective. The Employer's representative, will cover, where applicable, employees' entitlement to reassignment, change to lower grade in lieu of separation, retirement, placement on appropriate reemployment priority lists, severance pay, etc., in accordance with applicable regulations.

ARTICLE XVII

EMPLOYEE DEVELOPMENT

Section 1. Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time.

Section 2. The training and development of employees within the unit is a significant investment. In conjunction with this goal, the Employer will, as funds permit, provide to all employees the training the Employer deems necessary for employees' presently assigned duties or proposed assignments.

Section 3. Employees are responsible for self-development, for successfully completing and applying authorized training. They share with management the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet those needs, effectively and efficiently.

- a. To the extent feasible, employees will have an Individual Development Plan (IDP) to show what training is necessary to provide the employee with any knowledge, skills, or abilities needed to perform official duties, and will include any training required by law or regulation.
- b. Career counseling may be provided by the Employer for those employees who request specific information regarding training and development for new career opportunities.

Section 4. Each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the changing technology of his occupation. The Union and the Employer, therefore, will encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed by the Employer in their occupational fields.

Section 5. The selection of employees for training necessary for promotion shall be made under Merit Promotion Plan competitive procedures.

ARTICLE XVIII

SAFETY

Section 1. The Employer will exert a reasonable effort to provide and maintain a safe and healthful work environment for employees. The Union recognizes that safety at the worksite is a matter of great importance and will encourage employees to work in a safe manner and promptly report any unsafe conditions to the appropriate Employer official. The Employer recognizes that if corrective action is necessary, it must be accomplished in a timely manner.

Section 2. Each employee has a responsibility for his/her own safety and an obligation to know and observe safety practices as a measure of protection for himself and others.

Section 3. The Employer will arrange for appropriate transportation or assistance to employees who are ill or injured while at work and have been declared unable to drive or safely operate a vehicle by competent medical or supervisory authority.

ARTICLE XIX

DISCIPLINARY ACTION

Section 1. a disciplinary action for purposes of this article is defined as a written reprimand or a suspension of fourteen (14) calendar days or less. Prior to initiating disciplinary action against an employee, the immediate supervisor or other responsible official shall make a preliminary investigation or inquiry, as is necessary, to determine the facts in the case. Such investigation shall normally include a discussion with the employee, except where unusual circumstances, e.g. official government travel, illness, etc., make such discussion impractical, or where it can reasonably be concluded that such discussion would develop no additional useful information. If the employee so requests, he may be represented in this discussion by the appropriate steward.

Section 2. Disciplinary action against an employee shall be initiated within a reasonable time after the offense has been committed or made known to the Employer.

Section 3. If disciplinary action is taken against a unit employee, the Employer will furnish the employee with one (1) copy of the proposal and decision letters. In addition, an employee will, upon request, be furnished a copy of all written documents in the case file relied on by the Employer which form the basis for any disciplinary action.

Section 4. Disciplinary actions shall be taken only for just cause and the employee will be notified of his rights to grieve or appeal and of the appropriate procedures available for pursuing such actions. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating, unusual or aggravating circumstances.

Section 5. Information relating to disciplinary actions is privileged and shall not be divulged by anyone gaining access to such information except in accordance with existing regulations even though the employee involved may divulge such information at his own discretion.

ARTICLE XX

ADVERSE ACTIONS

Section 1. An adverse action means a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough of 30 days, or less. For the purpose of this Article, the provisions of Chapter 75, Subchapter II, 5 U.S.C. apply. The Employer may take such adverse action against an employee only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom an action is proposed is entitled to:

- a. at least thirty (30) calendar days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. a reasonable time, but not less than seven (7) days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the proposed action;
- c. the right to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposals;
- d. to be represented by an attorney or other representative; and
- e. a written decision and the specific reasons therefore.

Section 3. In the event the decision is made to take the proposed, or less severe adverse action, the employee shall be informed of his right and the time frame to appeal the decision to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both.

Section 4. An employee will, upon request, be furnished a copy of all written documents in the case file relied on by the Employer which form the basis for any adverse action.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. This Article provides an orderly procedure for processing grievances. A "grievance" means any complaint:

- a. by any bargaining unit employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any bargaining unit employee;
- c. by any bargaining unit employee, the Union or the Employer concerning the effect or interpretation, or a claim of breach of the CBA; misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. This procedure is the sole and exclusive procedure that will be used by the parties to this CBA and bargaining unit employees in processing grievances which fall within its coverage, including questions of grievability, unless the employee chooses a statutory procedure, as provided for in Section 10 of this article.

Section 3. The grievance procedure shall not apply to any grievance concerning:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- 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. Termination of pay retention;
- g. Non-adaptation of a suggestion, performance award or other kind of honorary or discretionary award;
- h. Performance warnings and notices of proposed actions;
- i. Interpretation and application of Occupational Safety and Health Administration Standards appealable through 29 CFR Part 1960;
- j. Decision of another activity;
- k. Actions where the head of the activity does not have the authority to grant the corrective action desired; or
- l. Separation for failure to satisfactorily complete a probationary period as covered in 5 CFR 315;
- m. Discharge of temporaries;
- n. Separation within the first year of an employee on a Veteran's Recruitment Appointment;
- o. An allegation or complaint of discrimination reviewable under

Part 1614 of EEOC regulations;

p. Disputes over implementation of or any matter in the OMB Circular A-76 process;

q. Any matter for which a statutory appeal procedure exists, except for appeals of performance based or adverse actions appealable to the Merit Systems Protection Board under 5 CFR Part 432 or Part 752, and FLSA complaints;

r. Letters of Caution and Letters of Requirement.

s. Matters beyond the control, of the Employer

Section 4. A grievance which questions the interpretation of published DLA policies or regulations, provisions of law or regulations of appropriate authorities outside the DLA will be processed as follows:

a. If the matter cannot be resolved locally, processing of the grievance beyond Step 1 of Section 6 (Step 2 if grieving a disciplinary action in accordance with Section 6 of this article) will be delayed until the questioned policy, law or regulation has been interpreted by the office of issue or cognizant office. The Employer will forward the position papers of both parties to the cognizant office of issue in the Department or DHRC appropriate.

Section 5. To be timely, a grievance must be presented within fifteen (15) calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the date the grievant became aware, or should have become aware, of the act or occurrence.

Section 6. The following grievance procedure applies to all eligible employees of the bargaining unit:

Step 1.

a. an employee shall first take up his grievance informally with appropriate supervisor, normally his immediate supervisor, explicitly stating that his concern is a grievance. The supervisor (in compliance with Section 7 of this article) will meet with the employee in an attempt to resolve the grievance.

b. If the employee accepts the decision of the first-level supervisor, and he desires that it be reduced to writing, he may do so by initiating the Grievance Form at Appendix I, completing items 1 through 8. The supervisor will provide his written decision within five (5) calendar days.

Step 2.

a. Most grievances should be settled at Step 1; however, if the employee is dissatisfied with the decision at Step 1, he may exercise his right to pursue the grievance by reducing it to writing using the

Grievance Form at Appendix I, and submitting it to his second level supervisor within ten (10) calendar days.

b. Within ten (10) calendar days after receipt of the written grievance, the second level supervisor or his designee shall meet with the grievant, the Union representative and other appropriate persons. Within ten (10) calendar days after the meeting, the Business Line Coordinator or his designee shall render his decision to the grievance, in writing, with a copy to the Union. If the decision is unsatisfactory to the grievant, he may proceed to Step 3.

Step 3. Within ten (10) calendar days of receipt of the Step 2 decision, the grievance may be submitted in writing to the Director, DLA Document Services, Pacific in writing. The Commanding Officer or his designee, will issue a written decision no later than ten (10) calendar days after receipt of the grievance.

Step 4. Within twenty (20) calendar days of the Step 3 decision, the Union may invoke arbitration by notifying the Commanding Officer in writing. Further processing of the grievance will be in accordance with the provisions of Article XXII, Arbitration.

Section 7. At each step of this procedure, an employee grievant shall be represented and accompanied by a Union designated representative. As an exception to this requirement, an employee or group of employees wishing to present a grievance under this procedure without the intervention of the Union may do so. In such case, the employee is not entitled to any representation at the various steps, nor is he entitled to arbitration. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this CBA and the Union has been given the opportunity to be present during the grievance proceedings.

Section 8. Grievances initiated by the Union will be processed in accordance with the provisions of Section 6 of this article beginning at Step 2. Grievances initiated by the Employer will be submitted to the Union President. The grieving party will schedule a meeting within fifteen (15) calendar days, and designated representative of the Employer will meet with the Union President, or his representative, to resolve the grievance. A written decision will be rendered no later than fifteen (15) calendar days following the meeting. If the Employer is not satisfied with the decision, the Employer may, within fifteen (15) calendar days from receipt of the written decision, invoke arbitration with written notification to the Union.

Section 9. Unit employees grieving a reduction in grade or removal because of unacceptable performance, or grieving an adverse action as defined in Article XX, may raise the matter under a statutory procedure of the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option at such time as the employee timely initiates an action in writing under a statutory procedure or timely files a grievance in writing in accordance with this article. Such choice is irrevocable. If the employee grieves an adverse or lesser action, the degree of proof the Employer must meet is substantial evidence for unacceptable performance cases as described in Section 4303 of the Act and preponderance of evidence for all others.

Section 10.

a. Grievances based on letters of reprimand shall be submitted to the Product Line Coordinator at Step 2 of this procedure.

b. Grievances based on adverse actions appealed under this procedure rather than to the Merit Systems Protection Board, or based on suspensions of up to fourteen (14) calendar days shall be submitted at Step 3 of this procedure.

Section 11. Where two (2) or more employees from the unit share an identical grievance, the Employer may require that one individual case be selected for processing with the understanding that the decision on the case selected shall be binding on the other individual case(s). When joint grievances are required and the Union is representing the employees, the Union shall select one individual case for processing. If the employees are not represented by the Union, the employees shall select the one case for processing.

Section 12. The time limits prescribed in this article may be extended by mutual consent upon a showing of good cause prior to the end of the time limit. Failure of the Employer to observe time limits with respect to any step in the grievance procedure shall move such grievance to the next step provided the employee or the union, as appropriate, timely notifies the Employer at the next step or the desire to pursue the grievance. Failure of the employee, his representative or of the Union to observe the time limit shall

constitute withdrawal and termination of the grievance.

Section 3 Nothing in this CBA shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

Section 14. The Employer and the Union shall assure that all participants in grievances shall have freedom from restraint, interference, coercion, discrimination or reprisal.

Section 15. Use of Alternate Dispute Resolution (ADR) procedures. The Employer and the Union, by mutual agreement may use mediation or other ADR procedures between or in lieu of steps in the grievance procedure, as shown in Section 6 of this article.

ARTICLE XXII

ARBITRATION

Section 1. Arbitration may be invoked only by the Union or the Employer and shall extend only to matters which may be processed under Article XXI, Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Employer 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 written notification that the other party has invoked arbitration, representatives of the parties shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, they shall refer to the list of arbitrators for the geographical area provided by the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a list of arbitrators from the FMCS, the parties shall within ten (10) calendar days and strike names from that list until only one arbitrator's name remains. The name remaining on the list will be the duly selected arbitrator.

Section 3. Within ten (10) calendar days, 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. Should the parties not agree on the issue(s) to be presented, each party will submit its version of the issue(s) with the joint submission. Post-hearing briefs may be submitted provided that both parties agree or the arbitrator requests them.

Section 4. The arbitration hearing shall normally be held during the regular day shift working hours. The Union and the Employer may request a reasonable number of witnesses who have direct knowledge of the facts concerning the case. Any bargaining unit employee in a duty status whose presence is required in connection with the hearing will be in a pay status without charge to annual leave while participating in the arbitration proceedings. An employee on suspension, unauthorized absence, furlough or leave without pay will not be in a pay status while attending the arbitration hearing.

Section 5. In considering any case submitted under the provisions of this CBA, the arbitrator shall be instructed to limit his proceedings to the specific issue jointly submitted by the parties and to the evaluation of

the 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. The arbitrator shall be instructed that he may not change, modify, alter, delete or add to provisions of the CBA, that such a right is the prerogative only of the contracting parties.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. In the event the Employer or the Union takes the position that a certain matter is not grievable or arbitrable, the question of grievability or arbitrability shall be submitted to arbitration as a threshold issue. The arbitrator shall first determine whether the issue is grievable before hearing the merits of the case. If it is determined that the matter is grievable or arbitrable, the merits of the dispute will then be considered at a later date, or at the initial hearing as the parties agree.

Section 8. The fee and expenses of arbitration shall be borne equally by the Employer and the Union. The arbitrator's fee, per diem and travel allowance will be set in accordance with applicable regulations. The parties and the arbitrator will agree in writing, in advance, upon the cost items, rates pertaining thereto and other appropriate matters.

Section 9. The time limits in this article may be extended by mutual agreement of the Employer and the Union.

ARTICLE XXIII

POSITION CLASSIFICATION

Section 1. It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the bargaining unit, in accordance with existing instructions.

Section 2. The Employer agrees that each employee will be provided a copy of his official position description and any amendment(s) thereto. If substantive changes are made to the official position description, the Employer will make the affected employees aware of the changes.

Section 3. It is understood that a position description is a written statement of the principal duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he remains in the position. The position description need not set forth every duty an employee may be expected to perform and does not restrict the assignment of duties.

Section 4. Any employee who feels that his position is improperly classified may discuss the matter with his supervisor. The supervisor, upon request and showing of good cause, will arrange for review of the employee's classification. The employee may request the assistance of a union steward when discussing the matter with his supervisor or when being interviewed or audited.

ARTICLE XXIV

CONTRACTING OUT

Section 1. The Employer agrees to notify the Union as soon as a determination has been made to contract out a function performed by bargaining unit employees. The Employer and the Union recognize the importance of informing the employees of the reasons for contracting out. It is the right of the Employer to make determinations with respect to contracting out. In the event the Employer exercises its right to contract out work which adversely affects the employees, the Employer shall notify the Union of its decision, keep the Union apprised of any impacting developments, and fulfill all bargaining requirements.

Section 2. The Employer shall make a reasonable effort to minimize the impact of RIF resulting from the decision to contract out work, using applicable laws and regulations. The Employer will counsel employees adversely affected by the need to RIF and shall maintain effective communications with impacted employees.

Section 3. The Union will be informed promptly of any changes resulting from the decision to contract work which impacts bargaining unit employees.

Section 4. It is understood that disputes over the implementation of or any matter in OMB Circular A-76 are excluded from the Negotiated Grievance Procedure.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. The Employer will furnish a copy of the CBA to all bargaining unit employees, including newly hired employees. The Employer will inform newly hired bargaining unit employees during orientation of the union's status as the exclusive representative of all bargaining unit employees.

Section 2. Neither the Union nor the Employer will file an unfair labor practice charge against the other without first attempting to resolve the matter informally with the other party.

Section 3. The Employer will permit recognized labor organization notices, bulletins and other literature to be distributed or posted in designated areas. Literature posted or distributed within an activity must not violate any law, this CBA, the security of the activity or contain scurrilous or libelous material. Violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege.

Section 4. The Employer will detail employees in accordance with applicable regulations. Where more than one employee might reasonably be selected for a detail, the Employer will select as the Employer sees fit, except that such details shall not be used to give one employee an unfair advantage over other similarly situated employees for promotion consideration.

Section 5. The Employer will reassign qualified employees to vacant positions in accordance with the needs of the activity, giving first consideration to employees who have already made known their interest in being reassigned to the vacancy in question. The employer will not reassign in an arbitrary or capricious manner. Where two or more qualified employees request reassignment, the Employer may consider the employee's qualifications, organizational assignment, position, dependability, knowledge of the work involved, and if applicable, medical condition. Where the above factors are roughly equal, the most senior employee in the organizational code may be reassigned. Where there are no volunteers, the Employer will reassign as the Employer sees fit.

Section 6. Upon request, the Employer agrees to furnish the Union a list of employees in the bargaining unit. The list shall contain the name, title, series, and grade of employees. The frequency of providing lists

shall not exceed twice in a calendar year.

Section 7. Provisions governing the voluntary payroll deductions of labor organization dues on behalf of employees who are members of the Union are contained in a separate Memorandum of Agreement executed between the Employer and the Union.

Section 8. Insofar as practicable, the Employer will provide adequate space and privacy for the Union representative to conduct representational duties such as discussing complaints with bargaining unit employees.

Section 9. Nothing in this CBA shall be construed as a bar to the rights of an employee to bring matters of personal concern to the attention of his congressional and other legislative representatives.

Section 10. If an employee who is operating a government motor vehicle within the scope of his employment has an accident which results in a suit filed against him for damages to property or for personal injury or death, such employee will deliver to the Employer the papers served upon him. The Employer shall furnish the papers and other necessary information to the U.S. Attorney for appropriate action by him in accordance with applicable laws and regulations. The employee will make prompt notification to the Employer of all such accidents in which he is involved, and the Employer will advise the employee of his responsibilities as provided herein. Commuting between home and work does not fall within the above provisions.

ARTICLE XXVI

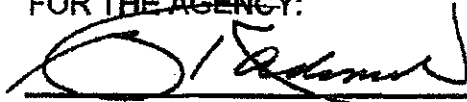
DURATION OF AGREEMENT

Section 1. This CBA will become effective on the date of Department of Defense (DoD) approval, or 31 days from the date of execution of this CBA, whichever comes first. The duration of this CBA will be for three (3) years from the date of approval of the CBA. Execution of this CBA will occur only after ratification by members of the Union who are also bargaining unit employees. This CBA shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive recognition has not been challenged during the 105 to 60 day period prior to the conclusion of the three (3) year period and the CBA has not been terminated at an earlier date for the purpose of either amending or extending the CBA in its entirety or commencing the negotiation of a new CBA. If a new CBA, this CBA will remain in effect for successive periods of one year, subject to approval by DoD, unless either party notifies the other in writing at least 90 days prior to the expiration date of its intention to renegotiate a new CBA. When either party requests to renegotiate the CBA, the provisions of this CBA shall be honored until a new CBA becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

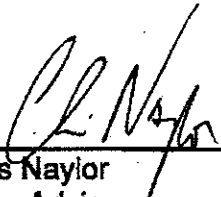
Section 2. After one year, this CBA may be opened at any time for amendment by mutual consent of the parties hereto. Any request for amendment from either party shall be in writing and must include a summary of the amendment or amendments propose. Within twenty (20) working days of receipt of such request, representatives of the Employer and Union shall meet to discuss the matter. If the parties agree that opening of the CBA is warranted, they shall proceed to negotiate the proposed amendment(s). No changes shall be considered other than those directly related to the subject of the proposed amendment(s). Any agreement is reached shall be duly executed by both parties and will become effective on a date determined to be appropriate under the circumstances. All amendments must be handled and approved in the same manner as provided in Section 1 of this article.

IN WITNESS WHEREOF the parties hereto have executed
this Agreement on this 06 day of Dec 2010.

FOR THE AGENCY:




Bobby Kadomoto
DLA Document Services, Pacific Office Group Director

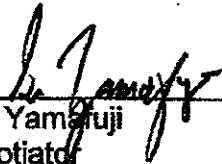


Chris Naylor
Labor Advisor

FOR THE UNION:



Peter O. Fontanilla
Chief Negotiator



Guy Yamafuji
Negotiator

DEFENSE LOGISTICS AGENCY (DLA) DOCUMENT SERVICES, PEARL HARBOR/
IFPTE NEGOTIATED PROCEDURE

GRIEVANCE FORM

1. NAME OF GRIEVANT _____

2. POSITION _____

3. NAME OF GRIEVANT'S REPRESENTATIVE _____ PHONE NO. _____

IF NOT AN ACTIVITY EMPLOYEE, FULL ADDRESS _____

4. NATURE OF GRIEVANCE: (A) State which ARTICLE(S) & SECTION(S) of the collective bargaining agreement (CBA) are alleged to have been violated. (B) Also state nature of grievance, including dates, names, locations if possible. If appealing a disciplinary action, state why you think action should not have been taken.

(A) ARTICLE(S)/SECTION(S) ALLEGED TO HAVE BEEN VIOLATED: _____

(B) NATURE: _____

5. CORRECTIVE ACTION OR REDRESS DESIRED: _____

(DO NOT COMPLETE 6 AND 7 IF APPEALING DISCIPLINARY ACTION)

6. FIRST STEP DISCUSSION HELD WITH _____ on _____
(Supervisor's Name) (Date)

7. FIRST STEP DECISION FROM _____ on _____
(Name) (Date)

8. SUBMITTED BY _____ DATE _____
(Signature)

ENCLOSURES: (List enclosure(s), if any, on the reverse side).

DISTRIBUTION: Employee submits original to Department Head or equivalent and copy to immediate supervisor (see above referenced CBA for procedures).

