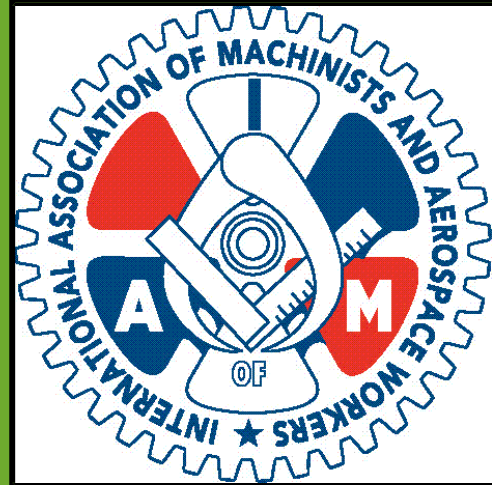


# Negotiated Agreement

## January 2025



**DLA Distribution Norfolk, Virginia and  
the  
International Association of Machinists and  
Aerospace Workers  
District Lodge 2020 Zone  
74 & Local Lodge 97**

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## **PREAMBLE**

Pursuant to the policy set forth in Public Law 95--454, the Civil Service Reform Act of 1978, hereinafter referred as to "Reform Act". Tills agreement is made by and between DLA Distribution Norfolk, Virginia, (to include Regional Sites) hereinafter referred to as the "Employer", and Local Lodge 97 of District Lodge 2020 Zone 74, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union". It is the intent and purpose of the parties hereto: to promote and improve the efficient administration of the Federal Service and the well-being of the employees within the meaning of the Reform Act; to establish a basic understanding relative to personnel policies and practices, and matters affecting the working conditions and other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest at DLA Distribution Norfolk, Virginia.

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, parties hereto intending to be bound hereby agree as follows:

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees within the meaning of Title VII, Public Law '95-454, (hereinafter referred to as the ACT), to establish a basic understanding relative to personnel policies, practices, and procedures and the matters affecting other conditions of employment, and provide means for amicable discussion and adjustment to matters of mutual interest at the DLA Distribution Norfolk, Virginia.

## **ARTICLE 1**

### **RECOGNITION OF EMPLOYEE GROUPS**

**Section 1.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 3 below.

**Section 2.** The Unit to which this Agreement applies is composed of Wage Grade employees of the DLA Distribution Norfolk, Virginia. Excluded from the Unit are Management officials, General Schedule employees, Guards, professional employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors as defined in the ACT.

**Section 3.** An employee is not authorized by the ACT to assist the Union or participate in its management or represent it if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

**Section 4.** Nothing in this 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 an employee for the payment of dues through payroll deductions. The provisions of this Section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

## ARTICLE 2

### RIGHTS AND RESPONSIBILITIES

**Section 1.** In addition to those stated in this Agreement, management's rights are as stated in Title 5 U.S.C. Chapter 71.

**Section 2:** In addition to those stated in this Agreement, the union's rights are as stated in Title 5 U.S.C. Chapter 71.

**Section 3:** Employees will be treated in accordance with Title 5 U.S.C, Section 2301, Merit Principles. Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. The Employer and the Union agree to assure that employees are apprised of their rights under this Section and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Union, and to the appropriate Employer or Union representative at the lowest level capable of resolving the matter through the procedures provided in this Agreement.

A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against him or herself; and (2) the employee requests such representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. In either event, if representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.

If an employee has a problem or situation which the employee desires to discuss with a Union representative during working hours, the employee will advise his or her supervisor and request release prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absence for this purpose at such times and for such a period of time as the employee can be excused without unduly impeding the work of the Employer. If not immediately approved, the supervisor will inform the employee of the earliest time that the employee can leave.

The private life of an employee is his or her own affair except as it affects the efficiency of the service.

**Section 4.** The provisions of the Articles shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties. It is agreed that Management's rights herein expressed shall not be exercised in such a way as to violate the conditions and terms of any other provisions specifically set forth in this Agreement.

**Section 5.** It is agreed that it is Management's right to identify problems and craft solutions to better serve customers and employees. In this regard the Employer will be committed to pursuing solutions with appropriate Union participation, that promote increased quality and

productivity, customer service, mission accomplishment, efficiency, quality of work-life and employee empowerment.

## **ARTICLE 3**

### **THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS**

**Section 1.** In the Administration of all matters covered by this Agreement, officials of the Employer and the Union and Bargaining Unit employees are governed by existing or future laws and regulations of the Federal Government, including policies set forth in 5 CFR – Code of Federal Regulations – Title 5: Administrative Personnel and Title 5 of the United States Code Government Organization and Employees Part III-Employees Subpart F---Labor-Management and Employee Relations Chapter 71 Labor-Management Relations and The Statute; by published Department of Defense and Defense Logistics Agency policies and regulations in existence at the time this Agreement is approved; and by subsequently published Department of Defense and Defense Logistics Agency policies and regulations of appropriate authorities, or authorized by the terms of controlling agreement at a higher Agency level.

**Section 2.** The requirements of Public Law 95-454 shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

**Section 3.** Any right or privilege negotiated on behalf of Bargaining Unit employees shall not be denied to temporary, probationary, or excepted appointment employees unless expressly prohibited by rules, law, regulations or this Agreement.

## ARTICLE 4

### LABOR-MANAGEMENT COOPERATION

**Section 1.** It is agreed and understood that matters appropriate for consultation and negotiation between the parties are changes to policies, programs, and procedures related to working conditions which are within the discretion of the Employer including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave promotion plans, demotions practices, pay practices, reduction in force practices, and hours of work. The term Consultation as applied in this Agreement shall mean: any dialogue either oral or written between management and Union officials, on specific issues. Consultation, unlike negotiations does not involve joint decision-making and the consultation process does not necessarily result in agreement between management officials and representatives of the Union.

Meaningful consultation should, however, result in a careful definition of the matter or problem at issue and result in an objective exploration and consideration of the organization's views and suggestion thereon. However, this does not preclude the parties from reaching agreement on any matter discussed.

The General Chairman of Local Lodge 97 shall be the official point of contact for changes and consultation affecting bargaining unit employees of the Employer.

**Section 2.** It is the intent and desire of both parties to this Agreement that effective consultation between the representatives of both parties be utilized as a means of resolving all differences. Such consultation shall occur before, rather than after the fact, except when impossible due to an emergency situation. Therefore, the Employer and the Union having subscribed to the intent of this section will encourage their respective representatives and agents to seek mutually acceptable solutions at the lowest level possible, in a continuing effort to avoid formal complaints. Consultation shall commence, where appropriate, between the representative and the immediate Supervisor, and when necessary, be processed through each succeeding level of supervision. The parties will make earnest attempts to satisfactorily resolve appropriate matters of interest to bargaining unit employees at the lowest possible Union/Employer representative level. Nothing in this Section is intended to preclude either party from having a reasonable number of representatives present at any meeting provided such representatives can make a contribution towards promoting labor/management cooperation. In the event Management advises the Union of an intended action, it shall be the responsibility of the Union to request consultation if there is a desire for consultation. If no response is received, it will be assumed that the action is satisfactory and the matter will be considered closed.

The same rules shall apply when the Union advises the Employer of intended action. Such a request shall be in writing and will include a statement of impact and any proposals. The Union will be provided seven (7) work days to respond to notice of proposed changes.

Either party may request one informational meeting regarding a proposed change prior to submitting a statement of impact and proposals. Such meetings will be conducted within three (3) workdays of the notification of proposed change. Delays in conducting this meeting caused by the Union will not prevent the change from being implemented. All time limits may be extended by mutual agreement or a mediator will be called in to attempt to resolve the issue(s).

**Section 3.** It is agreed that if DLA Distribution Norfolk, Virginia, unless prevented by an emergency situation, fails to consult before changing a policy, program, or procedure related to working conditions, future action in accordance with the new policy, program, or procedure will be stayed at the Union's written request for consultation of the matter.

**Section 4.** Either party shall have the right to challenge any unilateral changes made as a result of such a consultation meeting. It is agreed this section shall not be interpreted in such a way as to require the Employer to exceed the bounds of its legal authority and discretionary powers.

**Section 5.** Either DLA Distribution Norfolk, Virginia or the Union, at the time of filing an unfair Labor Practice Charge with the Federal Labor Relations Authority, will provide the other party with a copy of the charge. The parties agree to meet if requested by either party to discuss such charge.

## **ARTICLE 5**

### **EXISTING BENEFITS, PRACTICES AND UNDERSTANDINGS**

**Section 1.** It is agreed that the Employer will consult with the Union before making changes to existing personnel benefits, practices and understandings affecting members of the unit, which have been authorized by the Employer, but which are not specifically covered by this Agreement.

**Section 2.** All privileges and benefits not specifically covered by this Agreement will be applied impartially to all similarly situated employees.

**Section 3.** A past practice is defined as a worksite behavior that is consistent and of significant duration such that it takes the form of an unwritten but enforceable policy, if it concerns conditions of employment. A past practice is not specifically covered in this agreement and is followed by both parties or followed by one party and known by other party but not challenged. To constitute the establishment by past practice of a term and condition of employment, the past practice must be a clear course of conduct consistently exercised for an extended period of time with the parties' knowledge.

## **ARTICLE 6**

### **DURATION AND CHANGE**

**Section 1.** This Agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date beginning on the fifteenth (15th) day following approval of the Agreement by the Department of Defense provided the Agreement has been ratified by the Union. The effective date will be officially promulgated in a directive issued by the Employer. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the ACT. On the request of either party, the parties shall meet to commence negotiations on a new Agreement on the ninetieth (90th) day prior to the expiration date of this Agreement or on the first (1st) workday following the date if it should fall on other than a workday.

This Agreement shall automatically renew itself on a one-year continual basis from the current expiration date or anniversary date of expiration date, in the event neither party wishes to reopen negotiations as specified above. The current agreement will remain in effect past the expiration date of the agreement if the parties are engaged in negotiation for renewal of agreement until such time as an agreement is reached.

**Section 2.** This Agreement, except for its duration period as specified in Section 1 of this Article is subject to opening only as follows:

1. As recognized in Article 3, Section 2, amendments may be required because of changes made in applicable laws, regulations and policies emanating from higher authority. As the agreement shall at all times be applied subject to law, regulations and policies, it is agreed the parties will meet within thirty (30) days after receipt of changes by either party for the purpose of negotiating new language that will meet the requirements of these changes. Such amendments will be duly executed by the parties and will be effective on a day or dates agreed to by both parties.

2. It may be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least ninety (90) days. Request for such amendments by either party must be written and must include a summary of the amendments proposed. The parties shall meet within fourteen (14) days after receipt of such notice to discuss the matter(s) involved in such request(s), they shall proceed to negotiate on amendments to same. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed by the parties.

**Section 3.** Any amendments to this Agreement as agreed upon by the parties shall be promptly reproduced by the Employer and distributed to all employees within the bargaining unit.

**Section 4.** No alteration, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, unless made by designated representatives of the parties hereto, executed in writing, ratified by the Union membership and approved by the DLA. However, interpretative understandings reached jointly by designated representatives of the Employer and of the Union need not be subject to approval and ratification as set forth above.

**Section 5.** The breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term or condition breached.

**Section 6.** This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

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

2. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendments by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

**Section 7.** The waiver of any breach or condition of the Agreements by either party shall not constitute a precedent for the future enforcement of all the terms and conditions herein.

**Section 8.** No Article will be altered, waived, or modified in this Agreement contrary to any terms or conditions contained herein shall be made by either the Employer or the Union without mutual agreement by both Parties and subsequent approval by the Local Union and approval by Commander of the DLA Distribution Norfolk, Virginia.

## **ARTICLE 7**

### **BASIC WORK WEEK**

**Section 1.** This Article shall be administered in accordance with 5 U.S.C. Chapter 61 and 5 C.F.R. Part 610.

**Section 2:** The basic work week will consist of five (5), eight (8) hour days, normally Monday through Friday, unless circumstances require a different workweek for some employees. Full-time employees are on duty regularly eight (8) hours per day, forty (40) hours per week. Part-time employees are on duty on prescribed days and hours. An employee on a basic work week has a fixed tour of duty and may not vary his or her arrival and departure times, the timing or length of the unpaid lunch break, nor accumulate the use of credit hours.

**Section 3:** Generally, employees on a basic work week with a fixed tour of duty will have a schedule that encompasses the Agency's core hours of 0900 to 1100 and 1300 to 1500, unless otherwise determined by the Employer based on mission requirements. Generally, employees on such a schedule will have a fixed start time no earlier than 0600 and a fixed departure time no later than 1900, unless otherwise determined by the Employer based on mission requirements. When it is necessary to establish a second shift, the second shift will commence between 1400 and 1600, unless otherwise determined by the Employer based on mission requirements. When it is necessary to establish a third shift, the third shift will commence between 2200 and 2400, unless otherwise determined by the Employer based on mission requirements. It is the exclusive determination of the Employer when a shift begins, and ends based on mission requirements and operational needs.

**Section 4:** Employees shall be allowed one (1) paid 15-minute rest period during the middle of each four (4) hour work period for an eight (8) hour day. Normally, this will be one (1) morning break and one (1) mid-afternoon break after the meal period and before completing eight (8) regular work hours. Employee breaks maybe scheduled or adjusted ad hoc to accommodate mission needs and/or provide customer service. Brief personal relief breaks (restroom usage, taking medication, water fountain usage) may be taken as needed. When the employee is not on break, the employee will be expected to be at the designated work area. When the employees are scheduled for classroom training, they will follow the breaks authorized by the class instructor.

**Section 5:** An unpaid lunch break of at least 30-minutes must be established if the employee is scheduled to work for more than six (6) hours in the daily tour of duty. Normally, this will be scheduled near the mid-point of the tour of duty and may not be combined with rest periods. When a normal, scheduled meal period is not feasible within a shift for a specific position or mission requirement, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain in or around their work area.

**Section 6:** Consistent with the nature of the job, hours of work will allow a reasonable amount of time for all tasks related to the performance of the work, such as personal cleanliness and clean-up and storage of Government property, tools, and equipment. No employee will be required to remain after his shift for the purpose of cleaning up his designated work area or stow tools and equipment without compensation.

**Section 7:** If it becomes necessary to establish or eliminate a tour of duty or shift, the Employer will notify the Union furnishing the reason thereof. Upon request, the Employer will meet with the union to discuss the decision.

**Section 8.** When a change in the hours of work is required and known by the Employer in advance of the administrative workweek during which the change occurs, the Employer agrees to notify the affected bargaining unit employees in advance of the change. The failure to provide advance notification would not preclude a shift or workweek change.

**Section 9.** If the basic work week includes shift work or multiple tours of duty, fully qualified employees may volunteer for reassignment to vacancies on another shift or tour of duty. The Employer determines employee qualifications and the area of solicitation. If there are more volunteers than vacancies, employees in the work unit will be selected according to their Service Computation Date (SCD)-Leave. If there are no volunteers, the Employer may elect to mandate the least senior employee. In the event two or more employees have the same SCD, then the employee's birthday (month and day) using the Julian date will be utilized, in ascending order. The employee with the birthday earlier in the calendar year is the most senior. If the SCD and the birthdays are identical, then the seniority tiebreaker will be by a blind draw.

**Section 10:** Consistent with governing laws and regulations, an employee is entitled to night shift differential when the majority of hours worked during a regularly scheduled non-overtime shift occur between 1500 and 0800.

**Section 11.** The Employer will maintain appropriate records as to assignments of employees within each work area in order to ensure compliance with this Article and such records will be made available for review by the Union upon request.

**Section 12:** Employees will input their time directly into EAGLE (or another Agency furnished timekeeping tool). Employees shall be encouraged to input their time daily. Normally, all inputs for the entire pay period shall be done by noon (1200 hours) on the last Friday of the pay period. Accelerated pay periods shall be accommodated accordingly. Projections shall not preclude changes in time after projections are made. Projected times shall not be used as a basis for denying leave. Any time that may not be certified and cannot be accounted for shall be automatically input in accordance with the employee's normal work schedule (the intent is to ensure the employee is paid for their scheduled work hours). Corrections shall be made to the time and attendance in the following pay period. Employee acceptance of time input shall be when the employee signs the timesheet.

## **ARTICLE 8**

### **OVERTIME**

**Section 1.** Payment for overtime worked or granting compensatory time off, in lieu thereof, shall be in accordance with applicable laws and Government-wide regulations.

**Section 2:** Overtime assignments shall not be made as a reward or punishment. Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty or desirability to the organization.

**Section 3.** Overtime may be necessary to support mission needs. When the need for overtime arises, the Employer will solicit volunteers from qualified employees. Management has the sole and exclusive right to determine who meets the appropriate qualifications for overtime assignments. For example, physical requirements, medical restrictions, documented performance deficiencies, etc., may be considered in making qualifications determinations.

1. An employee on light duty will generally be qualified to work voluntary overtime if the overtime assignment is consistent with the duties he/she is performing while on his/her light duty assignment. However, the Employer has the sole discretion to exclude an employee on light duty from voluntary overtime based on mission requirements.
2. An employee on a Performance Improvement Plan (PIP) will normally not be qualified to work voluntary overtime. However, the Employer has the sole discretion to determine whether an employee on a PIP is qualified for overtime assignments.
3. An employee must generally be trained to standard in order to qualify for an overtime assignment. However, the Employer has the sole discretion to determine whether employees are qualified for overtime assignments.
4. When a situation arises involving special qualifications causing an imbalance in overtime, the Employer will consider training additional bargaining unit employees to reduce the imbalance that causes the overtime to be unequally distributed, taking into consideration all relevant factors.
5. Normally, employees will not be permitted to work more than twelve (12) hours (regular and overtime hours) for a single tour of duty. Normally, employees will be required to have a minimum eight (8) hour rest period between tours of duty. However, the parties acknowledge that in some circumstances, mission requirements may not allow these principles to be followed.
6. Use of scheduled leave during an employee's normal duty hours does not preclude the employee from working overtime that day.
7. Employees are normally ineligible to work voluntary overtime during any workday when four (4) or more hours of unscheduled leave is charged, unless medical certification or other reasons acceptable to the Employer are presented.

**Section 4:** The Employer agrees that overtime assignments shall be made in an impartial manner from among qualified employees within a work area.

1. An overtime roster will be established and maintained for each work area. The roster will include the name of each employee in seniority order according to Service

Computation Date (SCD)-Leave and title/series/grade (T/S/G). The Employer is responsible for maintaining records of overtime usage.

2. Sign-up sheets will be made available to employees as soon as an overtime requirement is identified. Once overtime is approved, a roster showing who was selected for overtime will be posted/published.
3. If overtime work is available to more than one employee in the same title, series, grade (T/S/G), and work area, then overtime may be solicited to those employees as a group. Overtime will be solicited first within the smallest work unit possible (e.g., 1st line supervisor's work area), where the overtime work is needed. During each overtime solicitation, qualified volunteers will be selected for overtime in seniority order. The cut-off point for each solicitation will be recorded, identifying the last employee on the roster who was solicited for overtime. The next overtime solicitation will begin at the cut-off point with the next most senior employee on the roster receiving the first offer.
  - a. Wage Grade (WG) employees and Wage Leaders (WL) of the same title/series may be considered equal for overtime solicitation purposes unless there is a specific need for a WL on overtime.
  - b. If voluntary overtime is to follow the tour of duty, the Employer will not be obligated to contact and solicit an employee who is in a non-duty status (e.g., an employee who is on leave or on a regular day off) unless the employee has previously indicated their availability for voluntary overtime on that date. Otherwise, the Employer will only solicit those employees who are in a duty status. Employees may sign up for voluntary overtime on their RDO in increments determined by the Employer.
  - c. When voluntary overtime is available during what would be considered the normal duty hours of an area, but on a weekend, the overtime will be broken down and solicited on a daily basis. For example, if voluntary overtime is available on both Saturday and Sunday, qualified employees will be solicited for voluntary overtime on Saturday first and then solicited for overtime on Sunday next. Saturday and Sunday will not be combined for a solicitation.
  - d. When voluntary overtime is available before and/or after the scheduled workday, it will be treated as a single solicitation.
4. In the event time is limited or an insufficient number of volunteers are available, employees may be required to work mandatory overtime as mission needs require. Selection for mandatory overtime assignments will be done via inverse seniority of qualified individuals. The Employer will give due consideration to an employee's request to be excused based upon an unavoidable personal hardship (e.g., the need to retrieve a child from childcare, etc.).
  - a. The Employer has the sole discretion to determine based on mission how much overtime is mandated (number of hours), when the overtime will be worked (time period), and in what increments.

**Section 5:** In the event two or more employees have the same SCD, then the employee's birthday (month and day) using the Julian date will be utilized, in ascending order. The employee with the birthday earlier in the calendar year is the most senior. If the SCD and the

birthdays are identical, then the seniority tiebreaker will be by a blind draw.

**Section 6:** For overtime that occurs before or after a shift, employees will be given a fifteen (15) minute break for each two-hour increment worked, subject to mission requirements. Where possible the break will be given in conjunction with normal shift change/set up meeting.

Employees will be given a fifteen (15) minute break which includes personal cleanup time prior to the end of the regular shift when working overtime. A fifteen (15) minute break will be granted for every (2) hours worked thereafter. If an employee works one hour or less beyond the regular shift, the employee is not entitled to a break. Employees working a full shift on overtime will follow the established break schedule for that shift.

**Section 7.** Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which he/she 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. For those situations where an employee is directed to perform work without returning to the place of employment, the employee will be paid for the actual time spent performing work consistent with governing laws, regulations, and decisions of the Comptroller General.

**Section 8:** Overtime is considered an assignment of work. Once an overtime roster is approved and posted, the employee is considered scheduled to work the overtime and the employee is expected to report to work. If an employee is unexpectedly going to be absent due to either an illness or other emergency, then they must contact the appropriate overtime supervisor or the supervisor's designated representative within two (2) hours of the start of the overtime. An employee who fails to report for his/her scheduled overtime and does not utilize the established call-off procedures will be temporarily removed from the voluntary overtime roster for a period of thirty (30) calendar days. An employee who removes himself/herself from a posted overtime roster after being selected for overtime (e.g., crosses his/her name off the posted roster or notifies his/her supervisor) or an employee who utilizes the established overtime call-off procedures to call-off from overtime will be cautioned regarding the impact on mission, production, and fellow employees. Repeat offenders will be temporarily removed from the voluntary overtime roster for a period of thirty (30) calendar days.

**Section 9:** Employees will contact their direct supervisor for up to date information related to overtime assignments. The update on the last workday of the week will include the name and reporting time and date of all personnel scheduled to report for overtime work on the following Saturday, Sunday and Friday/Monday holiday, if applicable.

## **ARTICLE 9**

### **HOLIDAYS**

**Section 1.** Eligible bargaining unit employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order. In the event that work is performed on a Holiday the Employer agrees to notify the Union as far in advance as is possible of the reason why. Volunteers from among qualified bargaining unit employees shall be utilized to the maximum extent prior to requiring bargaining unit employees to work on Holidays. A dedicated logbook following the procedures outlined in Article 8 will be maintained for assigning Holiday work.

**Section 2.** Holidays as referred to above will normally be observed as non-workdays. When these holidays fall on a Saturday or Sunday, the Activity will normally be closed to public business on the preceding Friday or the succeeding Monday in lieu of such holidays. Then such Friday or Monday shall be deemed to be a holiday. Holidays for employees who work other than Monday-Friday shifts will be recognized in accordance applicable laws and regulations. Bargaining unit employees volunteering for shifts should be aware that they may be required to work on a designated holiday. Such bargaining unit employees will be compensated with holiday premium pay (HPP).

**Section 3.** Bargaining unit employees in a pay status shall receive eight (8) hours pay at their regular rate of basic pay, which includes night and environmental differential to which the employee is entitled in accordance with existing regulations on all days defined as holidays that they are not required to work.

**Section 4.** Bargaining unit employees working on a holiday within their basic workweek shall receive holiday premium pay in addition to their rate of basic pay. Holiday premium pay is equal to an employee's rate of basic pay. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work.

## ARTICLE 10

### ANNUAL LEAVE

**Section 1.** Employees shall earn and accrue annual leave in accordance with applicable statutes and regulations. An employee may use annual leave for vacations, rest and relaxation, and personal business or emergencies. Annual leave will be taken in fifteen (15) minute increments if less than a full hour is used. Annual leave earned in a pay period is not vested and available for use until after the pay period ends. An employee has the right to take annual leave, subject to the right of the supervisor to schedule the time at which annual leave may be taken. Annual leave will be granted subject to mission requirements of the organization. Employees shall request annual leave directly in EAGLE Leave Management (or another Agency furnished timekeeping tool), regardless of whether the leave is scheduled or unscheduled. For unscheduled annual leave requests, employees will submit a leave request in EAGLE the next business day upon their return.

Employees and their supervisors are mutually responsible for planning and scheduling the use of employee's annual leave throughout the leave year. Employees should request annual leave in a timely manner, and supervisors should provide timely responses to employees' requests. The Employer will consider workload in making decisions to approve or deny annual leave requests. When a request for annual leave has been denied, the employee will be promptly notified. Such notification will include the reason for denial. When a request for use or lose annual leave has been submitted within the required timeframes and is then denied, such notification will include the reasons for denial as well as specific information as to when the requested leave may be rescheduled so that the employee may apply for it and receive approval. Leave must not be denied or cancelled due to arbitrary or capricious reasons. Denial or cancellation of leave is not disciplinary and must not be used as a punitive measure.

**Section 2.** If requested to do so by individual employees, the Employer will review requests for scheduled annual leave for vacation purposes of one (1) week or more continuous duration for those employees who will have submitted request by 1 May of each calendar year, and will have sufficient leave due and accrued for that purpose. By 30 May of each calendar year supervisors will produce a tentative vacation schedule. In the event a conflict in the requested leave period occurred, individual seniority computed on the basis of length of total Federal service for each group of employees reporting to a single supervisor of record will be applied. To be eligible under this rule, an employee must have been employed at DLA Distribution Norfolk, Virginia, prior to the start of the leave year being scheduled. Once an employee has made his/her selection, he/she shall not be permitted to arbitrarily change his/her selection if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule. Leave requests and associated approvals must be documented directly in EAGLE Leave Management (or another Agency furnished timekeeping tool).

**Section 3.** The Employer agrees that, during any period of curtailed operations, strong consideration will be given to providing work, if available at any worksite within the commuting area, for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer may grant advance annual leave to such employees with extenuating circumstances that caused the depletion of available leave to cover the period of shutdown. Advanced annual leave shall not exceed that which would be accrued during the remainder of the current leave year. The Employer may also grant leave without pay when requested by such employees for the period of shutdown or fraction thereof in accordance with applicable laws and regulations.

**Section 4.** The Employer will consult with the Union prior to scheduling of any planned shutdown or periods of reduced operations, affecting employees. Meetings for the purpose, if necessary, will be held between management and Union representatives as early as practicable, but normally not less than thirty (30) days prior to the planned shutdown or reduced operations. Every effort will be made to make information relating to the planned shutdowns or periods of reduced operations available to employees as early as practicable.

**Section 5.** "Use or lose" annual leave is the amount of annual leave that is in excess of the employee's applicable annual leave ceiling. Any accrued annual leave in excess of the ceiling will be forfeited if not used by the final day of the leave year. Forfeited annual leave may be restored in accordance with applicable laws, regulations, and policies.

**Section 6.** Employees will be provided the contact information for their supervisor or the supervisor's designated representative. An employee requesting unscheduled annual leave (leave requested with less than a 24-hour notice) due to a personal emergency will contact his/her supervisor to request annual leave as soon as practicable, but no later than two (2) hours after the start of the shift. Contact should normally be made by telephone. If the supervisor of record is not available, that employee should leave a message and contact the next supervisor in the chain of command. The message will include the employee's name, estimated duration of leave, the type of leave requested, and a contact number where the employee may be contacted. If the next supervisor in the chain of command is not available, the employee should leave a message with the pertinent information on that supervisor's recorder as well. If the employee finds that he/she would be absent beyond the original estimated time, he/she shall notify the supervisor of record again and give another estimated date/time. The leave is not approved until the supervisor or designee notifies the employee. Ordinarily, the employee will receive a call-back or message from his/her supervisor or designee as soon as possible. For unscheduled annual leave requests, employees will submit an official leave request in EAGLE (or other Agency furnished timekeeping tool), the next business day upon their return to work.

**Section 7.** A Bargaining unit employee requesting annual leave on a workday which occurs on the employee's birthday or on a religious holiday associated with the religious faith of the employee will be granted such leave provided subject employee's absence will not interfere with the carrying out of the mission of the organizational element of which the employee is assigned.

## ARTICLE 11

### SICK LEAVE

**Section 1.** Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave earned in a pay period is not vested and available for use until after the pay period ends. Sick leave will be taken in 15-minute increments if less than a full hour is used. Employees must submit a request for sick leave directly in EAGLE Leave Management (or another Agency furnished timekeeping tool) regardless of whether the leave is scheduled or unscheduled. For unscheduled sick leave, employees will submit a leave request in EAGLE (or other Agency furnished timekeeping tool) the next business day upon their return. Sick leave is an employee benefit to be used when an employee:

1. Receives medical, dental, or optical examination or treatment;
2. Is unable to work/incapacitated for his or her duties due to physical or mental illness, injury, pregnancy, or childbirth;
3. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment; or provides care for a family member with a serious health condition;
4. Makes arrangements necessitated by the death of a family member or attends the funeral of a member;
5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence because of exposure to a communicable disease;
6. Must be absent from work for adoption related activities.

**Section 2.** Employees will be provided the contact information for their supervisor or the supervisor's designated representative. An employee who is unable to report for duty because of sickness or injury/incapacitation will contact his/her supervisor to request sick leave as soon as practicable, but no later than two (2) hours after the start of the shift. Contact should normally be made by telephone. If the supervisor of record is not available, that employee should leave a message and contact the next supervisor in the chain of command. The message will include the employee's name, estimated duration of leave, the type of leave requested, and a contact number where the employee may be contacted. If the next supervisor in the chain of command is not available, the employee should leave a message with the pertinent information on that supervisor's recorder as well. Employees must provide sufficient information for the supervisor to determine the appropriate sick leave category (as identified in Section 1). If the employee finds that he/she would be absent beyond the original estimated time, he/she shall notify the supervisor of record again and give another estimated date/time.

The leave is not approved until the supervisor or designee notifies the employee. Ordinarily, the employee will receive a call-back or message from his/her supervisor or designee as soon as possible. For unscheduled sick leave requests, employees will submit a leave request in EAGLE (or other Agency furnished timekeeping tool) the next business day upon their return.

If an employee is so incapacitated that he/she cannot personally report the absence, then the employee's closest relative/relation may call for the employee.

**Section 3.** Employees may be required to produce administratively acceptable evidence to support a request for sick leave.

1. Medical certification is not normally required for absences of three (3) workdays or fewer. Supervisors requesting medical certification for absences three days or fewer should be able to state the reason for the request. In the event an employee is absent because of incapacitation for duty and does not obtain professional medical attention for illness beyond three (3) workdays (on a case by case basis), sick leave for the periods, if due and accrued, may be granted upon submission of acceptable administrative evidence. However, the Employer reserves the right to require medical documentation, in which case the supervisor will inform the employee at the time of the request for sick leave.
2. All medical certificates must be provided no later than fifteen (15) calendar days after the date such medical certification is requested. If it is not practicable under the particular circumstances to provide the requested evidence within 15 calendar days after the date requested despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved but not later than 30 calendar days after the date such documentation is requested. An employee who does not provide the required evidence or medical certification within the specified period of time is not entitled to sick leave.
3. Medical certificates must be on the medical practitioner's letterhead and be signed and dated by an appropriate medical practitioner. It must state when the employee was seen and whether or not the employee was incapacitated for duty. It must also provide the date when the employee is expected to return to work to be acceptable. When an employee's health care practitioner is contacted by non-medical personnel of the Employer, any requested information will be restricted to determining the authenticity of the medical certificate and not the medical history of the employee.
4. Employees who call in to request sick leave due to illness but do not have sufficient accrued leave (sick or annual) to cover such requests for leave due to illness may be required to provide appropriate medical documentation upon return to duty verifying that they were incapacitated. Leave Without Pay (unless advance annual or sick leave is requested and approved) may be granted if the employee provides the appropriate medical documentation within 15 calendar days. Otherwise, such absence may be charged as AWOL.
5. If an employee absent due to illness is charged AWOL and provides administratively acceptable evidence of the illness, the time will be changed to the appropriate approved leave category. Such evidence must be submitted within 15 calendar days. This provision does not preclude possible disciplinary action for employees who fail to request leave in accordance with established procedures.

**Section 4.** The Employer may advance a maximum of 30 days (240 hours) of sick leave to a full-time employee at the beginning of a leave year or at any time thereafter when required by the exigencies of the situation for a serious disability or ailment of the employee or a family member or for purposes relating to the adoption of a child. Thirty days is the maximum amount of advance sick leave an employee may have to his or her credit at any one time. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave an agency may advance must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek. Employees currently under the requirements of a leave restriction letter will not be advanced sick leave. Because advanced sick leave must be repaid upon separation from Federal service, advance sick leave should not be approved when it is known, or reasonably expected that the employee will not return to duty. If advanced sick leave is denied, the Employer will provide the reasons for denial to the employee in writing.

**Section 5.** The parties agree employees should conserve their earned sick leave as financial protection against future medical misfortune. When a supervisor suspects an employee of misusing sick leave, the employee may first counsel the employee and give him a reasonable opportunity to improve. If the supervisor determines the employee is misusing leave, the employee may be advised in writing that all future requests for leave due to claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded at such time as improvement in the employee's sick leave record warrants. The requirement will be reviewed at six-month intervals. These letters shall not be retained more than 12 months, unless the employee has been notified in writing that the requirement to produce the medical certificate is being continued.

**Section 6.** An employee who takes ill after reporting for work and is too ill to continue work will report such to the immediate supervisor. The employee may be granted sick or other appropriate leave for recuperation or to seek appropriate medical attention.

## ARTICLE 12

### LEAVE WITHOUT PAY

**Section 1.** Leave without pay (LWOP) is a temporary non-pay status. Bargaining unit employees may be granted leave without pay (LWOP) consistent with applicable laws and regulations.

Absences can be charged to LWOP only when the BUE specifically requests LWOP or has insufficient annual leave, sick leave or compensatory time available to cover an approved absence. LWOP cannot be imposed as a penalty, nor can a BUE be required to apply for LWOP in lieu of suspension. It must not be confused with absence without leave (AWOL). The granting of LWOP is a matter of administrative discretion except as follows:

1. A disabled veteran must not be denied LWOP if necessary to cover an absence for medical treatment.
2. A Reservist or National Guardsman must not be denied LWOP if necessary to perform active military training duties.
3. The Family and Medical Leave Act (FMLA) provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.
4. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

**Section 2.** Bargaining unit employee representatives elected or appointed to a Union office or as a delegate to any Union activity may request leave to attend Union activities. Annual leave will be utilized for these purposes. Where the employee has no more than eighty (80) hours of annual leave due and accrued, leave without pay (LWOP) may be granted for these purposes. Such requests will be submitted as far in advance as possible but in no case less than five working days prior to the date leave is to begin. Consideration will be given to granting LWOP when the five (5) workday deadline is not met and the bargaining unit employee provides a written explanation for the delay in requesting LWOP prior to the absence. LWOP will not be granted after the absence has taken place. Leave granted for these purposes shall normally not exceed two weeks nor will more than five (5) employees be granted leave for these purposes at any one time. No more than two (2) such leave without pay periods will be granted for each bargaining unit employee during a calendar year. The Union General Chairman may not be granted any more than three (3) periods of leave without pay in a calendar year. Bargaining unit employees accepting full time positions as Union representatives may be granted leave without pay for the term of their office, or in one-year increments whichever involves the lesser period of absence. No more than two (2) employees at a time will be authorized this extended period of absence. Extensions beyond one (1) year may only be approved by the Deputy Commander. Such extensions must be requested at least thirty (30) days prior to expiration of the current grant. Not more than two (2) bargaining unit employees at one time will be authorized this leave.

## ARTICLE 13

### CIVIC RESPONSIBILITIES

**Section 1. Civic Responsibilities.** If an employee is called to perform any of the civic duties identified in this agreement, he/she shall promptly notify the Employer in order that arrangements maybe made for her/his absence from the regular place of work. The employee shall present to the Employer acceptable evidence of the time served performing civic duties.

**Section 2. Court Leave.** In the event that an employee is summoned for jury duty, or as a witness on behalf of the Federal, State or Local Government, he/she shall be allowed to request court leave for the time required from his/her normal work schedule to perform such duties. The employee's basic pay rate and any other paid entitlements will apply. In all cases, the allowed court time shall be limited to that time necessary to execute required jury duty or witness responsibilities, as well as reasonable travel time.

A bargaining unit employee on other than first shift who is directed to perform jury duty or witness services during his/her non-duty hours may request a change of work schedule to the first shift to correspond with the time of the jury duty or witness requirement. If the employee requests the change of shift, court leave would be applied as appropriate; and any shift differentials the employee was being paid on his normally assigned shift would still be paid. If the employee is placed on court leave, all fees received from the court, with the exception of travel and parking reimbursement must be reimbursed to the government. If a bargaining unit employee elects to work his/her regularly scheduled shift in addition to performing jury duty or witness services during his/her non-duty hours, any fees received from the court may be retained by the employee.

**Section 3. Voting.** If the polls are not open either before or after an employee's regular work hours, the employee may receive up to 3 hours of excused absence to permit the employee to report to work 3 hours after the polls open or leave from work 3 hours before the polls close, whichever requires the lesser amount of time off. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee receives sufficient time off (not to exceed 1 workday) to vote.

**Section 4. Charitable Donations.** The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary financial contributions for successfully achieving their objective, and jointly encourage bargaining unit employees as individual citizens and as members of a community to contribute their off duty time and personal financial resources to worthwhile organizations of the bargaining unit employee's choosing. However, the Parties recognize that such off duty choices are of a personal nature and are not officially sanctioned by the Employer and may not be pursued on duty time or on government premises.

Officially, the Parties recognize just one authorized charitable fund drive, the Combined Federal Campaign (CFC). The Parties recognize that the CFC will be conducted in a manner that provides for the greatest exposure and awareness of the campaign goals and contribution opportunities, but that donation is purely voluntary by nature:

1. "Fair Share" donation suggestions may be used for guidance and education, but the assignment of donation quotas, or any indication that a donation is mandatory is prohibited.

2. Any individual who desires to keep his/her donation private may use any envelope of his/her choice without his/her name being placed thereon, unless he/she elects to do so.
3. A donor may also remain anonymous by submitting their donation online.
4. Supervisors will not solicit subordinates.

**Section 5.** Provided there is a request by local medical authorities (i.e., physician, Red Cross, Blood Bank, etc.) and it is approved in advance (workload permitting), employees will be granted four (4) contiguous hours of administrative leave in a workday for the purpose of making platelet donations and recuperating. Employees are not permitted to accept payment for these services while on administrative leave.

Provided that it is approved in advance (workload permitting), employees will be granted four (4) contiguous hours of administrative leave in a workday for the purposes of making blood donations and recuperating from donating blood. This provision does not apply to employees making blood donations for their own use or who receive compensation for giving blood. The requirement for a request by local medical authorities does not apply to whole blood donations.

Employees, upon their return to work from donating platelets or blood, must furnish original documentation signed by an official of the institution receiving the donation, showing the date, time, and place of the donation for verification by the supervisor. The administrative time will be entered into the official timekeeping system for that pay period. If an employee reports to donate but is rejected as a donor, the employee will report back to work.

**Section 6.** Emergency, rescue or protective work. Employees who are members of the Civil Air Patrol or other similar organizations, whose service can be excused, may be granted excused absence for up to three days to participate in emergency rescue or protective work during an emergency such as fire, flood, or search operations. When an employee has requested and received approval for excused absence in excess of one day for such activities, the employee shall provide to the leave approving official a statement signed by a responsible official of the local emergency organization certifying the employees' attendance throughout the period of excused absence. This provision does not cover employees who respond to emergencies in National Guard or Reserve status.

## **ARTICLE 14**

### **SAFETY AND HEALTH AND VOLUNTARY PROTECTION PROGRAM**

**Section 1.** The Employer shall make every reasonable effort to provide and maintain safe working conditions, and working environment. The Union will cooperate to that end and encourage employees to work in a safe manner. All bargaining unit employees are required to comply with the safety policies and programs of DLA Distribution Norfolk and Occupational Safety and Health Act of 1970 and Voluntary Protection Program. Both the Employer and the Union will promote and participate in achieving and maintaining Voluntary Protection Program Star status.

**Section 2.** The Employer shall notify the Union promptly of all serious (lost time) occupational accidents that occur. Bargaining unit employees will report all mishaps, near misses, and unsafe/potentially hazardous working conditions to their supervisors all an immediate basis. Bargaining unit employees can also use ESAMS or use other reporting mechanisms if they wish to report hazards anonymously.

**Section 3.** No bargaining unit employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices as furnished by the Employer and determined by the Safety Officer. When conditions are determined to be unsafe by the Safety Officer, the Safety Officer and the Union Chairman shall immediate bring this to the attention of the Division Director responsible for the area where the unsafe conditions exists. It is the Command's policy to integrate safety into every work process, thereby creating a safe and healthy working environment that positions job safety and occupational health at the forefront of our business. To that end, we will abide by the policy "if it's not safe, we are not doing it." Every bargaining unit employee has the right and responsibility to stop work if an unsafe condition exists. Every bargaining unit employee is empowered and expected to correct unsafe conditions within their control/capabilities.

**Section 4.** Bargaining unit employees will not normally be assigned to perform work outside during extreme adverse weather conditions, such as hurricanes, blizzards, and violent winds and/or rainstorms, except during emergency situations. In no case shall this provision be interpreted to conflict with Article 2 of this agreement. During extreme heat and cold conditions Employers will incorporate work/rest cycles into their work routines and, when possible, distribute the work load evenly throughout the day. Work/rest cycles will be based on the recommendations of the applicable Safety Officer. Ice will be provided when temperatures in the work areas exceed 90 degrees. When temperatures exceed 90 degrees, at a minimum employees are allowed a ten (10) minute break every hour, instead of the standard fifteen (15) minute break twice a day.

**Section 5.** Bargaining unit employees have the right to refuse to handle material that exceeds the maximum weight indicated in their assigned position description without the assistance of another person or material handling equipment (MHE) to avoid potential injuries. Bargaining unit employees are expected to use good judgment related to material configurations, locations, and weight when required to handle or move items that may potentially cause damage or injury.

**Section 6.** Bargaining unit employees will be required to wear OSHA approved safety shoes and other mandated Personal Protective Equipment (PPE) in industrial or other identified areas of DLA Distribution Norfolk where and/or when tasks specify that PPE is required. The Employer will provide the PPE required to safely perform the assigned task. Employees are required to properly maintain and inspect assigned PPE.

**Section 7.** The Employer will assign more than one employee when employees are engaged in hazardous operations as determined by the Safety Officer.

**Section 8.** The Employer will arrange adequate space indoors for lunch breaks in order that employees may eat or rest in comfort, and will furnish a locker for each employee in the Unit, as required.

**Section 9.** The Employer agrees to make every reasonable effort to provide adequate ventilated, climate controlled personnel carriers for use in transporting employees to remote duty locations.

**Section 10.** The Employer agrees to make available on an as required basis, protective clothing for employees who are required to work outside in the open in adverse weather conditions meeting Personal Protective Equipment (PPE) criteria or in work areas (reefer holds or boxes) where unusually low temperatures must be maintained for the protection of material, stores or provisions.

**Section 11.** Safety shoes will be provided on an annual basis. However an employee may be authorized an additional pair prior to the end of the 12 month period if the safety office determines the employees safety shoe require replacement. The safety shoes will be the proper shoes for the work area of the employee. Employees will be given the option of getting their shoes from the safety truck or going to a EPA vendor store. In either case the employee will be responsible for any cost that exceeds the allowable amount. Employee may also purchase approved safety shoes at a store of their choice and submit the bill for reimbursement for the approved amount. Reimbursement normally will be 45 to 60 days. Safety shoes will not be replaced due to employee's negligence.

## ARTICLE 15

### PROMOTIONS

**Section 1.** Selections within the bargaining unit will be made in accordance with Merit Promotion policies established in accordance with the Office of Personnel Management and Defense Logistics Agency Policies and instructions. Those policies and instructions shall be in accordance with the Federal Personnel Manual, Code of Federal Regulations and other directives of higher authority as applicable. Any procedures established separately or changes to the policy other than those required by a change in regulations, will be subject to negotiations.

**Section 2.** Merit promotion referral lists will be provided to the General Chairman upon submission of an official request for information, when it is determined to be reasonably necessary in order to discharge representational duties.

**Section 3.** It is understood that candidate referral list are considered valid for 180 days from the closing date of the Job Opportunity Announcement, and that the Employer has the right to recall a valid candidate referral list to fill a subsequent vacancy without additional solicitation, validation or interviewing of the candidates.

**Section 4.** The General Chairman will be notified in a timely manner of individuals officially selected for promotion to positions within the unit. Upon request to the Selecting Official an employee who is non-selected for a position will be afforded reasonable explanation as to the merit based reasons for non-selection.

**Section 5.** The Employer agrees that all tests and interviews will be conducted during DLA Distribution Norfolk or Regional Site core operating hours and the Employer will be sensitive to providing opportunities that will reduce the impact on employee's personal time. The bargaining unit employees will not be required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the DOD Merit Promotion Selection Process. Allowed time and funding will not be provided for travel for the purpose of interviews or testing.

**Section 6.** Temporary Promotions. The Employer agrees that a bargaining unit employee temporarily assigned within or out of the bargaining unit to a higher level position for a period in excess of ten (10) consecutive work days but no longer than one-hundred-twenty (120) total days within a calendar year, shall temporarily be promoted to the position and receive the rate of pay for the position for which assigned, if qualified under applicable qualification standards. It is understood by the Parties that regulations limit non-competitive temporary promotions, including details to higher level duties, to a total of 120 calendar days during a 365 day period.

Selection of personnel for temporary promotions will be made from among qualified volunteers at the Section level. If no qualified volunteers exist at the Section level, volunteers will be solicited at the Division, and then Department level. If more than one employee volunteers, service computation date (SCD) will be used to assign the promotion. Depending on circumstances, the promotion may be rotated between qualified volunteers, using SCD to determine priority.

If a Union official or Union representative is temporarily assigned to a supervisory position, such official or representative will relinquish all activities and duties as a Union Official or Representative during the period of assignment.

**Section 7.** Re-promotions. Career or career conditional bargaining unit employees who are demoted to a lower rank without personal cause and as a result of a planned management action (e.g. reduction in force, base reutilization and closure, etc.) shall be given special consideration for re-promotion in accordance with governing laws and regulations. It is understood that under certain circumstances, special consideration may not always result in selection to the available re-promotion position.

**Section 8.** Job Announcements. Job announcements for valid vacancies will be found on the USA Jobs Website. Upon request; the Employer agrees to provide instructions and training to assist bargaining unit employees in setting up USA Jobs accounts to enable them to automatically receive DLA Job Announcements.

**Section 9.** Method of Selection. It is the Employer's intent to fill vacancies with qualified employees from within DLA Distribution Norfolk, Virginia and the Regional Sites, by limiting the area of consideration to DLA employees within the commuting area. If the Employer determines that insufficient qualified applicants are available internally either prior to announcing the position or following official evaluation of the candidates, the Employer may expand the area of consideration and/or use non-competitive hiring authorities to promote recruitment of the best qualified personnel to fill vacancies. Selection panels and behavior based interviewing will be used for all vacancies with competitive promotion candidates in order to maximize the opportunity to select the best qualified applicant for the available position. All competitive promotion candidates working at DLA Distribution Norfolk or one of the Regional Sites will be considered and invited to interview if they appear on the referral list for the position.

**Section 10.** Notification. Notifications related to the status of resume submissions and of selection actions will be initiated as a result of reviews, actions, and updates by Human Resource personnel. The Employer does not have the access or capability to provide notifications to bargaining unit employees regarding the status of resumes or selections.

**Section 11. Rating/Ranking/Eligibility Grievances.** Bargaining unit employees may grieve an ineligible determination or the ranking or rating of their applications for merit promotion using the following process:

1. Step 1. Formal Process: If dissatisfied with the decision received at the informal level, the bargaining unit employee and/or the bargaining unit employee's Representative may at his or her option, informally present his/her concerns to the staffing specialist that is indicated as the point of contact provided on the Job Opportunity Announcement, within 15 calendar days after initial status notification. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number/or the position. If the grievance is presented orally, the point of contact will discuss pertinent facts with the employee and/or Representative and will make adjustments, if warranted. If the grievance is submitted in writing, the point of contact will respond within fifteen (15) calendar days.
2. Step 2 -Formal Process: If dissatisfied with the decision received at the informal level, the bargaining unit employee and/or the bargaining unit employee's Representative must notify the DLA Human Resources Office in writing within fifteen (15) calendar days after receipt of the Step 1 decision. The grievance must be dated and signed, state the personal relief requested, and include copies of any documents in the employee's possession that are relevant to the grievance. The DLA Human Resources Office will issue a written decision within fifteen (15) calendar days after receipt of the grievance.
3. The Union may invoke arbitration upon receipt of the Step 2 Formal Decision under procedures contained in this Agreement.

## **ARTICLE 16**

### **POSITION CLASSIFICATION**

**Section 1.** The Employer retains the right to assign work to employees within the bargaining unit. Employee's duties will be classified in accordance with Office of Personnel Management Standards and other applicable guides and standards of higher authority. Any bargaining unit employee may appeal at any time, the grade, title, or series assigned to the job he/she is performing.

**Section 2.** When a bargaining unit employee feels that his/her position description is inaccurate, he/she has the right to request a review of his/her position description. Such request must be submitted in writing to the Supervisor of record. The Supervisor will take actions to attempt to resolve the employee's concerns. When a disagreement arises a bargaining unit employee and the Supervisor as to the accuracy of a job description, the dispute may be pursued by the bargaining unit employee through the grievance procedure at which time they may also request an audit of their position by DLA Human Resources. DLA Human Resources will determine most effective method for auditing the position using their standardized process. At DLA Human Resources' discretion, audits may be conducted via telephone or through a site visit. The timeframe of the grievance will be extended by the amount of time that is required to complete the audit. A written report of the audit will be provided to the bargaining unit employee. Throughout the above process the bargaining unit employee has the right to representation.

**Section 3.** Distribution of Position Descriptions:

1. Upon request, any bargaining unit employee will be furnished a current copy of his/her position description.
2. Each newly hired bargaining unit employee will be furnished a copy of his/her current position/job description, normally within 30 days or as soon as practicable after reporting to work.
3. Any bargaining unit employee will be furnished a copy of any updated changed or correct job/position description normally within 30 days of the final signed position description being received by the command.
4. The Union, upon request, will be provided with the current copy of a bargaining unit Employee's position description.

**Section 4.** The statement 'performs other duties as assigned' will appear as an unnumbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the position description.

**Section 5.** The Employer further agrees to compensate employees commensurate within the assigned major duties and responsibilities identifiable within an establish position. In any case where action is proposed to modify the description of any position in the bargaining unit that will affect the title, series, or grade of the position description will be affected, it is agreed that the proposed change will be discussed with the bargaining unit employee or employees concerned and their Union Representative prior to affected date of the change.

## ARTICLE 17

### PERFORMANCE APPRAISAL SYSTEM

**Section 1.** The DoD Performance Management and Appraisal Program (DPMAP) (or any other Agency furnished performance appraisal system) will be administered in accordance with applicable laws and regulations. Management will prepare and use written performance plans to evaluate the work of subordinates. Performance plans will be applied to an employee in a fair and objective manner. Periodic observation and evaluation of performance, accompanied by discussions, should serve to increase understanding between supervisors and subordinate employees regarding performance.

**Section 2.** Appraisals of bargaining unit employees' job performance will be made at least annually, in writing. Performance ratings will be one of the bases for decisions regarding employee training, awards, reassignments, promotions, within-grade increases and quality step increases, retention, reductions in grade, and performance-based removals from the Federal Service. The Agency will not prescribe a distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.

**Section 3:** 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 and may make suggestions to their supervisor concerning changes thereto during the rating cycle. To the extent feasible, the performance standards should include specific, measurable, achievable, relevant, and timely (SMART) criteria, which provides the framework for developing effective results and expectations. To the extent feasible, performance standards shall be objective and provide opportunities for outstanding performance. Absolute (i.e., pass/fail) standards are permissible when a single instance of failure to meet the standard could result in death, injury, breach of security, or great monetary loss.

1. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be provided for each performance element in the performance plan and will be written at the Outstanding, Fully Successful and Unacceptable level.
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.
3. Any substantial change to or revision of performance plans will be discussed with the concerned employees and their comments considered prior to the plan becoming official. When a new or substantially revised performance plan is prepared, copies of the draft plan will be provided to the employee(s) and the Union.
4. While the content of the performance plans is the exclusive determination of the Employer, the Employer will give consideration to any comments received from the employee or the Union prior to the performance plan(s) being finalized and implemented provided they are received within 10 calendar days. An employee's

acknowledgement, initials or signature do not imply agreement with the performance plan.

5. The use of appraisal results will be in accordance with applicable laws and regulations.
6. Changes will be acknowledged, and the revisions noted in MyPerformance which is the DoD automated appraisal tool authorized for use by both supervisors and employees to document the performance management process of DPMAP, or in any other Agency furnished tool.
7. To the extent practicable, as determined by the agency, employees performing like duties and working under the same position description, will have the same standards.

**Section 4.** Performance appraisal is a continuous process involving periodic discussions between the supervisor and employee (at least three documented discussions per year, initial, one mid-period discussion and a summary discussion at the end of the appraisal period or when performance is rated). Every effort should be made to assure that employees understand the performance plan for their positions, as well as the extent to which their performance meets standards. Employees, at their request, will receive clarification of any aspect of their plan which is not clear. The Employer will ensure that adequate duty time is provided to properly prepare and discuss Performance Plans, progress reviews, and performance ratings with each bargaining unit employee. Informal discussion, including reviews of performance to determine progress and problems should occur regularly throughout the appraisal period.

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

Each employee's performance will be discussed at the time a rating is given. If an employee is temporarily unavailable for this discussion, the supervisor should reschedule the discussion, if practicable.

**Section 5.** The DoD and DLA rating cycle begins April 1st and ends on March 31st each year. Ratings will be based on at least 90 calendar days working under an approved performance plan. When an employee changes from one position to another but has served 90 calendar days in the former assignment for the losing supervisor, a narrative assessment will be prepared and forwarded to the gaining supervisor. To the extent that it is applicable, that narrative assessment will be considered when the employee's performance is rated at the end of the appraisal period. When a position change occurs 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. The performance rating assigned should reflect the level of the employee's performance as compared to the standards established.

Employees will be advised in sufficient time of deadlines in which employee input is due for consideration in the performance evaluation. Employee self-assessments should be given serious consideration in developing the performance rating for that employee. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those who do provide such assessments, in and of itself. However, it is the performance of the employee with regard to the performance plan that should determine the rating, and the rating official remains responsible for adequately and accurately observing, fostering, motivating and evaluating that performance throughout the entire rating period.

Supervisors will write a performance narrative that succinctly addresses the employee's performance measured against the performance standards for the appraisal cycle. The performance narrative discusses the employee's performance and provides support for other personnel actions. Performance narratives are required for each element rated as a means of recognizing all levels of accomplishments and contributions to mission success.

In the event the employee has had insufficient opportunity to demonstrate performance on an element, the element will be annotated as unrateable and will not be considered in determining the summary adjective rating unless the supervisors extends the appraisal cycle.

If an employee's performance fails to completely meet the Fully Successful level, performance for that element should be rated Unacceptable. 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 acknowledgement, which will be documented in MyPerformance. The employee's acknowledgement does not imply agreement; it merely verifies that the rating has been received and discussed.

When employees are appraised, supervisors will consider extenuating circumstances such as special assignments, abnormal workload fluctuations, etc.).

Employees will be assessed on the DoD or DLA values, and activity-level goals and objectives, only to the extent applicable to the assessment of individual performance elements as described in the performance standards for each element.

A performance standard is a statement of the expressed level of achievement in terms of the quality, quantity, timeliness, etc., required for the performance of an element of an employee's job. Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements and the requirements of the position.

**Section 6.** When performance is considered by management to be below the Fully Successful level for non-probationary employees, the supervisor will notify the employee of performance deficiencies, specifically identify areas of performance below the Fully Successful level, explain what must be done to improve, and suggest ways for improvement. While counseling sessions are encouraged, it is not intended to preclude supervisors from initiating the appropriate performance-based action at any time. As a matter of practice, performance deficiencies should be addressed as early as possible during the performance cycle.

1. If performance is considered to be at the Unacceptable level in one or more critical elements after the employee is made aware, the procedures in 5 U.S.C. Chapter 43 or 75 will be used to address the deficiency. To the extent practicable, counseling sessions will be face-to-face. If an employee is provided an opportunity to improve performance (e.g. PIP) under Chapter 43, the notice will state that performance is considered to be Unacceptable, establish a period (normally 90 days) during which the employee will be expected to attain the Fully Successful level in the deficient element(s), and generally include the following:
  - 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. The personnel action (reassignment, demotion, or removal) that may result if performance

- is not improved to the Fully Successful level and generally, the types of assistance management determines necessary to improve performance.
2. The written performance plan must form the basis for the requirements of the improvement period warning notice letter. During the warning period, the employee must be periodically counseled noting where improvements have been made and where they have not. 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.
  3. If during, or at the end of the warning period, performance has improved to the Fully Successful level, and the PIP is completed, the employee will be notified in writing.

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.

1. 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:
  - a. Employees will be advised of their right to representation and will be given a 30-calendar day advance notice.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. The employee will be notified in writing when it is decided to cancel the proposed action.
2. A performance-based action may also be taken under 5 CFR 752 when the requirements of these regulations are followed.
3. 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. During the 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.

**Section 7.** An employee may grieve an individual performance element rating through the

Negotiated Grievance Procedure. Performance-based adverse actions may be grieved through the Negotiated Grievance Procedure. Employees may not challenge the contents of performance elements or standards.

**Section 8.** The Employer agrees to inform the Union and the bargaining unit employees of the provisions of any new Performance Appraisal Systems or changes to the existing Performance Appraisal System prior to its formal implementation. New employees will be provided general information concerning the Performance Appraisal System upon establishment of their performance plans.

**Section 9.** The Employer agrees that the provisions of this article will be applied impartially to all similarly situated employees. Authorized official time spent by Union Representatives on representational matters will not be considered when appraising their performance. Rather, Union Representatives will be appraised based only on the time which they devote to the performance of official DLA Distribution Norfolk assigned duties. They will not be disadvantaged in their performance rating because of the time spent in a representational capacity. Employees who spend 100% of their time as labor representatives or officials of labor organizations are considered unrateable for performance appraisal purposes. For reduction-in-force, employees who spend 100% of their time as labor representatives will receive a modal rating.

**Section 10.** Forced distribution of ratings and/or quotas/or ratings are not permitted at any rating level. This prohibition does not prevent management from making distinctions among employees or groups of employees based on performance for other purposes, such as award determination.

**Section 11.** The DoD automated appraisal tool, MyPerformance, will serve as the Employee Performance Folder (EPF) for performance plans and ratings. These records will be retained consistent with government-wide regulation, typically 4 years. All bargaining unit employees will have access to computers and duty time for the purpose of utilizing MyPerformance. All efforts will be made to avoid disadvantaging employees who do not regularly use a computer in their jobs. To the extent the Agency requires employees to use computers for the Performance Management System, those employees will receive any necessary training and assistance. Employees, and their union representatives, if requested, will be able to see the performance related information about themselves that is kept in the system and will have subject to mission requirements, a maximum of 1 hour per week during their regular work schedules and the right to enter into the system their own achievements and successes. The system will not allow anyone to change anything that was entered by another person (i.e., supervisors cannot change an employee's entries). Employees will be offered training in preparing self-assessments of their own performance. Those employees who do not write this type of document in the course of their normal duties will be given necessary assistance so as not to be disadvantaged. The Agency will ensure that the electronic performance management system complies with all privacy requirements.

## ARTICLE 18

### REDUCTION-IN-FORCE

**Section 1.** Prior to announcing a Reduction-in-force (RIF) to employees, the Employer will notify the General Chairman of any RIF in order to negotiate appropriate arrangements for implementation of the specific RIF. The notice will be in writing and, when practicable, provided at least 90 calendar days prior to the effective date of the RIF. The notice of RIF will include the reason for the RIF, types and estimated number of positions to be abolished, and the proposed effective date. Unless the particular circumstances beyond the discretionary authority of the Employer dictate otherwise, affected employees will be notified not less than 60 calendar days prior to the effective date. The parties recognize the benefits of providing notification as early as reasonably possible. To the extent practicable, RIF notices will be delivered in person.

**Section 2.** Procedures for bargaining unit employees adversely affected by a RIF are governed by this Article and applicable regulations, including a RIF due to contracting out, Transfer of Function or directed reassignment. As soon as possible following the determination that a RIF may be required, the Parties will negotiate a RIF Memorandum of Understanding separate from this Agreement, to govern the additional details, including establishment of a Union RIF Coordinator and procedures associated the RIF, including recommendations known concerning its implementation.

**Section 3.** The Chairman shall be furnished a list of names and classifications (title, series, and grade) of bargaining unit employees affected by RIF actions concurrently with the distribution of RIF notices. The Parties agree that declaring a bargaining unit employee surplus does not reflect on the character of the bargaining unit employee nor does it have bearing on the bargaining unit employee's retention standing.

**Section 4.** The Employer will recognize the bumping and retreating right of all employees, including those with approved leaves of absences, and will consider, in accordance with existing rules and regulations, seniority, Veteran's preference, performance evaluations and group and subgroup in cases of reduction-in-force.

**Section 5.** Any eligible career or career-conditional employee who is separated because of RIF will be placed in the Priority Placement Program (PPP) in accordance with the rules and regulations of the Department of Defense and OPM such employees will be given preference for rehiring within the job ratings.

**Section 6.** Bargaining Unit Employees who voluntarily accept demotion in lieu of separation because of a reduction-in-force action must be qualified to perform duties of the lesser rated

position subject to exceptions provided in applicable regulations. Employees voluntarily accepting demotions may be given special consideration for re-promotion. If such consideration is given and the decision is made to not re-promote the employee, the Union will, upon written request, be provided the reasons for the decision, provided the Union's request is accompanied by the employee's written consent.

**Section 7.** Nothing in this Article shall be interpreted as to interfere with Management's rights, as defined in Article 2 of this Agreement.

**Section 8.** In the event of a RIP, existing vacancies may be utilized to the maximum extent possible to place bargaining unit employees in continuing positions that otherwise would be separated from the service. In this regard, the Union RIP Coordinator will be notified of vacancies to be used for this purpose. It is understood that the Employer retains the right to make final placement. All RIP actions will be carried out in strict compliance with applicable laws and regulations.

**Section 9.** The General Chairman and the Union RIP Coordinator shall have the right to review retention registers relative to RIP actions affecting the bargaining unit. In addition, with affected bargaining unit employee's consent and in his/her presence, the Union Representative shall have the right to review the employee's Official Personnel Folder and other pertinent papers in connection with formulating RIP appeals.

**Section 10.** The Employer will consult with the Union RIP Coordinator concerning any work changes that will result in a RIP affecting employees in the bargaining unit. Further, the Employer will consider reassignment and retraining to minimize displacement actions incurred by a RIP. Consideration will be given to retain career employees in accordance with governing regulations/law prior to hiring from outside of DLA Distribution Norfolk, Virginia.

## ARTICLE 19

### DETAILS AND REASSIGNMENTS

**Section 1.** In this Article, "detail" means any 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. A "reassignment" means "any change of an employee from one position to another without demotion or promotion within the Agency".

**Section 2.** Reassignments will not be used as a reward or punishment.

Voluntary Reassignments: The Agency has the right to select employees for reassignment. In exercising this right, the Agency may ask for volunteers, post a vacancy announcement, direct a reassignment, or use other means of identifying candidates. Should the Agency elect to solicit volunteers, the Agency has the right to (1) determine the area(s) from which volunteers will be sought and how many volunteers are required, (2) determine the knowledge, skills, abilities and other characteristics required for the position(s), and (3) assess the qualifications of the volunteers.

Management Directed Reassignment: An Employee will be advised as soon as practical regarding a directed reassignment. Normally, an employee will be advised in writing at least 15 calendar days prior to an Employer directed reassignment. The Employer will provide necessary training for the new position, as determined by the Agency.

**Section 3.** Employees will be given as much advance notice as practicable for details. For any detail over 30 days, the Agency shall file a copy of the Request for Personnel Action (SF-52), including a written statement of duties and responsibilities, as a permanent part of the employee's Electronic Official Personnel Folder (EOPF).

Details will be used judiciously and will be terminated as soon as the Employer determines the need for the detail no longer exists. Nothing in this agreement will preclude the Employer from assigning work, as needed, to meet mission requirements. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he/she shall be temporarily promoted and paid at the higher rate. The Employer will not repeatedly detail an employee for 30 calendar days or less solely to avoid temporarily promoting employee performing higher graded duties.

When it becomes necessary to detail bargaining unit employees, qualified volunteers will first be solicited from the area where the detailed employees is/are to be assigned from. If more volunteers are received than are needed, the most senior employee will be assigned. If insufficient volunteers are obtained, then assignment will be made based on reverse seniority as follows; the least senior qualified employee will be detailed provided he/she has not been detailed within the last 6 months period. If the least senior qualified employee has been serving all or part of a detail within the last 6 months, then the next least senior qualified employee will be assigned. Nothing precludes an employee from volunteering for multiple details within a six (6) month timeframe. The above procedure will be adhered to absent any unusual skill requirement or other unusual circumstances, which would impact the ability to accomplish the work and will provide the basis for excluding volunteers from being considered/or the detailed position(s).

The Employer shall establish rosters available to the Union to implement the requirements of

this Article.

Details will not normally exceed 365 days.

Exceptions to this procedure may be made in situations that require immediate response to satisfy mission requirements.

## **ARTICLE 20**

### **CONTRACTING OUT OF BARGAINING UNIT WORK**

**Section 1.** It is recognized that the contracting out of work within the Bargaining Unit is an area of discretion of the Employer and higher authority. The Employer will consult with the Union concerning any contemplated contracting out of work that could adversely affect employees in the Bargaining Unit or result in a reduction-in-force (RIF). The Employer will consider such actions as reassignment, restricting in-hire and other actions as a means of lessening the impact of the reduction-in-force (RIF) on Bargaining Unit employees.

The Parties recognize the benefit of timely sharing of information regarding contemplated contracting out to include business case analysis.

## **ARTICLE 21**

### **WAGE SURVEYS**

**Section 1.** It is agreed that the Union shall have the right to request that area full scale and wage change surveys be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be promptly forwarded to higher authority.

**Section 2.** The Employer shall notify the Union as soon as possible when information is received that DOD has directed the start of an official wage survey for DLA Distribution Norfolk.

**Section 3.** The Employer agrees that an appropriate Committee (not to exceed three (3)) of the Union shall be excused from work, on administrative excused leave, for the purpose of appearing before the Local Wage survey Committee to make representations on behalf of employees in the bargaining unit, on dates which the Local Wage Survey Committee schedules for this purpose.

## ARTICLE 22

### COMMITTEES AND COUNCILS

**Section 1.** The Employer recognizes the following management directed councils and has established Union Representative and bargaining unit employee membership as follows:

1. Corporate Culture Council
  - a. One IAM &AW Union Representative
  - b. The target ratio of bargaining unit employees (regardless of Union affiliation to Management is 1:1
  - c. Personnel will be invited to participate based on established criteria, however, participation is voluntary.
2. Safety Culture Council
  - a. One IAM &AW Union Representative
  - b. The target ratio of bargaining unit employees (regardless of Union affiliation) to Management is 1:1.
  - c. Personnel will be invited to participate based on established criteria, however, participation is voluntary.
  - d. Voluntary Protection Program (VPP) Executive Council
  - e. One IAM &AW Union Representative
  - f. Remaining membership is directed by Council Charter

**Section 2.** The Employer recognizes the following standing committees, and has established Union Representative and bargaining unit employee membership as follows:

1. Quarterly Awards Selection Committee:
  - a. One IAM&AW Union Representative
  - b. Two IAM&AW two (2) bargaining unit employees
  - c. Membership of three (3) is voluntary

2. Area Safety Representative (ASR) Committee
  - a. Membership is voluntary
  - b. All bargaining unit volunteers are accepted as members
3. Area Culture Representative (ACR) Committee
  - a. Membership is voluntary
  - b. All bargaining unit volunteers are accepted as members
4. Cultural Council Sub-Groups
  - a. Membership is voluntary, but has a limited number of members
  - b. Members will be selected based on Council Sub-Group criteria

**Section 3.** Employees may not be members of more than two committees/councils in a calendar year. Members of the councils and or committees will be replaced if there are good and sufficient reasons. Terms of membership may be governed by documented committee ground rules and/or bylaws.

**Section 4.** Management will make every effort to support employee participation in councils and committees and to plan/schedule the time required to participate. However, it is recognized that mission requirements or extenuating circumstances may occasionally take precedence. Employees who are members of committees/councils are agreeing to jointly participate, promote and support the goals and responsibilities of the committees/councils.

**Section 5.** When additional committees/councils are established by the authority of the Deputy Commander, Union representatives and bargaining unit employees will be invited to participate as appropriate to properly represent Union bargaining unit interests and concerns.

## **ARTICLE 23**

### **PLANT VISITATION BY UNION REPRESENTATIVES**

**Section 1.** The Employer or his designated representative will favorably endorse applications from authorized local Business and International Representatives of the International Association of Machinist and Aerospace Workers for access passes to visit Naval Station, Norfolk, Virginia, to visit DLA Distribution Norfolk and Regional Sites to carry out the functions prescribed by this Agreement or as may be permitted by the Employer or regulations. It is agreed and understood that the use of such passes will be in accordance with Naval Station Norfolk and DLA Distribution Norfolk regulations and the provisions of this Contract. It is further agreed and understood that compliance with such rules, regulations, and the provisions of this Contract is a prerequisite for the continuance of this privilege.

**Section 2.** It is agreed by the Union that prior to Union representatives visiting work sites at the DLA Distribution, Norfolk, Virginia, and the Regional Sites, the Deputy Commander or a designated representative of DLA Distribution Norfolk, Virginia will be advised of the intended visit and purpose.

## ARTICLE 24

### UNION REPRESENTATION AND OFFICIAL TIME

**Section 1.** The Employer recognizes the Union as the exclusive collective bargaining agent for all bargaining unit employees covered by this Agreement. The Employer further recognizes the right of the Union to designate representatives from among the employees in the Unit. The Employer agrees to recognize the Representatives who have been designated by the Union in writing by letter to the DLA Distribution Norfolk Deputy Commander. The Employer and the Union agree that all meetings held shall be joint meetings with both parties having equal status at both parties will have equal status at all meetings held between Labor and Management.

**Section 2.** An bargaining employee who alleges that he/she has a grievance or complaint shall be allowed time to discuss his/her grievance or complaint with his/her designated Union representative, or, when a conflict of interest exists between an employee and the designated representative, at the employee's request another representative may be designated by the General Chairman. The designated Union Representative will also be allowed a reasonable amount of official time to investigate and process the bargaining unit employee's grievance. Such procedures may require discussion with other employees within the bargaining unit and/or representative of the Employer in order to evaluate the facts and carry out the Union's responsibilities under the terms of this Agreement and the Federal Service Labor-Management Relations Statute.

After supervisory permission has been obtained, discussions between Union representatives and bargaining unit employees shall normally be conducted at the employee's work site provided the environment is conducive to reasonable privacy. If this is not the case, an alternate location which is mutually agreeable with the bargaining unit employee's supervisor and representative will be utilized. The General Chairman will ensure the Union Office is used only for official Union representational functions and will guard against an excessive number of representatives performing this function at the same time.

Further, the Union Office is not to be used for employees to meet with any Union representative except in cases of preparation for third party proceedings such as arbitration unfair labor practice submissions, and/or meetings with Union Business Representatives. Occasionally it may be necessary for the General Chairman to request permission from an bargaining unit employee's supervisor to meet with the employee in the Union Office. Such meetings are to be kept to a minimum and are for the purpose of the General Chairman meeting exclusively with a bargaining unit employee regarding matters specifically relating to the terms of this Agreement.

**Section 3.** The Employer will recognize one General Chairman of the IAM& AW Lodge 97 as being on 100% Union time, and the Assistant General Chairman of IAM&AW Local 97 as being on 50% Union time. When notified by the General Chairman, the Employer will recognize the Assistant Chairman as the acting General Chairman in the absence of the General Chairman from the DLA Distribution Norfolk In this capacity, the Assistant General Chairman will perform the duties of and be accorded the same rights, to include 100% allocation of official time, and privileges granted to the General Chairman. It is recognized that the General Chairman is responsible for assisting all representatives in fulfilling their obligations to the employees of the bargaining unit and the Employer. It is understood, however, that this assistance will not be of a nature or extent that substitutes for or interferes with a proper and desirable relationship

between appropriate supervisory personnel and Union Representatives. In recognition that improvements in employees management cooperation may be brought about through constructive activities on the part of the General Chairman, the Employer agrees to permit sufficient freedom of movement and availability of the General Chairman to fulfill this obligation to the employees of the Unit and the Employer.

Prior to visiting any work area the General Chairman or Representative not normally assigned to that work area will notify the Supervisor or the responsible management official of the area. All proper entrance and security procedures will be adhered to at all times. In this regard, the Union will cooperate with the Employer in ensuring that its representatives engage only in such activities as are authorized and the time used will be the minimum necessary to carry out the Union's responsibilities. The General Chairman shall keep the Employer informed of those employees selected as Union Representatives.

**Section 4.** Recognized Union representatives will be free to execute their right to advance the best interests of and fully protect bargaining unit employees and engage in activities set forth in this Agreement on behalf of the Union. No recognized Union representative will be restrained, coerced, intimidated or discriminated against because of activities on behalf of the Union, nor will any such representative be denied any right or privilege otherwise entitled to him because of his serving as a Union representative.

**Section 5.** Official Union activities for which it is appropriate to grant recognized Union representatives official government time to accomplish are:

1. Negotiations over the impact and/or implementation of changes in conditions employment of bargaining unit employees which occur during the term of this Agreement
2. Participation informal discussions
3. Investigation, preparation, filing and processing grievances in accordance with the negotiated grievance procedure
4. Preparation for and attendance at management initiated meetings, not otherwise described in this agreement, when invited
5. Participation on committees or panels as authorized by this agreement.
6. Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
7. Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.

**Section 6.** Non-official Union activities concerned with organizing efforts and the internal management of the Union will be conducted by Union representatives only during nonwork time of the employees involved. These activities include solicitation of membership, collection of dues or other assessments, circulation of signatures on dues authorizations, Union specific training, campaigning for Union officer positions, and distribution of literature.

**Section 7.** Other than the General Chairman and Assistant General Chairman, who will be assigned a basic work week of Monday through Friday, Union Representatives will maintain the work schedule of their assigned work positions. Exceptions to this shall be for mission requirements, or in cases of voluntary requests, and subsequent approval of, an assignment of a different work schedule. Within different organization elements or work sites, it is understood that the hours of work may vary within the basic work week.

If changes in the basic work are necessary due to workload requirements, normally the

Employer will provide notification to the General Chairman of the anticipated duration of the change. The affected representative will be returned to their original schedule when the need for their services has diminished.

**Section 8.** When a Union representative has a need to stop work to perform representational duties authorized by this Agreement, written permission shall be obtained from his/her immediate supervisor, if available, or the next higher level supervisor, who is available. Written permission shall be documented on the Interactivity Pass or other form agreed to by the parties. The supervisor shall make the form available upon request. The representative will be responsible for ensuring that complete documentation is provided on the form. Prior to leaving the work area the Representative's name, original destination, subject of business, time out, expected duration of the absence and supervisor signature, will be placed on the form. Upon the representative's return to work, the "time in" shall be documented on the form and returned to the supervisor for his initial. Whenever possible, the Supervisor will allow up to two (2) hours to conduct representational duties, however, the representative will conduct the representational responsibilities in the most efficient manner possible and will return to the workplace as soon as the representative duties are completed. If it is not possible for the representational duties to be completed within the two hour timeframe, the representative will contact his supervisor of record to request additional time to complete the task(s). It is understood that mission requirements may place limitations on the amount of time a representative may be excused from the job to perform representational duties. The time limitation is less than two hours, it shall be documented on the accountability form. It is also recognized that permission to leave the work area, or to extend the time away from the work area can be denied based on mission requirements. In such cases the supervisor and the representative will agree to an alternate time when the work situation will permit temporary absence from the job.

In no case will the Employer deny representational time as a form of harassment or reprisal. The Union representative shall contact the supervisor or the responsible management official of the employee/grievant to ensure excusal from work is permissible. If the bargaining unit employee/grievant is unavailable at that time, the supervisor will advise the representative when the employee can be excused.

**Section 9.** The Union agrees to conduct their business in an efficient manner. Telephone communications will be used where practical in a reasonable effort to conserve time. In this connection, supervisors will make existing telephone facilities available to the Union for non-toll calls. It is expected that both parties shall exercise prudent judgment and common courtesy in regards to telephone usage.

The Employer will make available telephone facilities and reasonable access to suitable spaces for the bargaining unit representatives for use in representing unit employees. Suitable space to conduct meetings with bargaining unit employees and management will also be provided at all DLA Distribution Norfolk, Virginia Regional sites where bargaining unit employees are assigned. The General Chairman and the Assistant General Chairman will be assigned suitable office spaces and provided with appropriate furniture, computers, and land line telephones for use in conducting Union business. DSN access, instead of commercial toll calls will be used when possible to minimize costs associated with providing representational support to bargaining unit employees at geographically remote locations.

**Section 10.** In the interest of harmonious relations, the Union will guard against the use of excessive official time by its representatives in handling appropriate official Union activities. Any determination by the Employer that any Union representatives approaching the point where his

or her use of official time for representational purposes would be excessive, he or she will be appropriately cautioned and the General Chairman of the Union notified. Both sides will strive to seek an equitable settlement in these circumstances. If the point of excessive use is reached, the Employer shall exercise his/her right to withhold approval of official time or representational purposes.

**Section 11.** Normally, Union representatives at a level below the General Chairman will not leave the base to conduct Union business. If unusual circumstances arise requiring a representative to leave their assigned place of work, approval will be requested by the General Chairman to the Deputy Commander. The request will include basis for the requirement and submission of an accountability form.

**Section 12.** For purpose of requesting and scheduling Union related training for the General Chairman, the point of contact will be the office of the Deputy Commander, DLA Distribution Norfolk, Virginia. Each Union representative will be allowed up to 24 hours of official time per calendar year for the purposes of increasing awareness and understanding of management-labor relation related skills and tools. Training for Union representatives must be requested and scheduled with the supervisor of record and will be approved bases on mission requirements and the mutual benefit of the training to the Union and management.

**Section 13.** The parties agree that communication is in the best interest of everyone. In this regard, a monthly meeting will be held between the General Chairman/Representatives and the DLA Distribution Norfolk, Virginia Commander/Deputy Commander. The Union will also be invited to participate in management level meetings intended to provide general stats, strategic direction and information. As appropriate, and upon request by the General Chairman, meetings may be scheduled to address specific concerns and Union interest items at the section, division or departmental or command level. During these monthly meetings, the union can present workplace concerns, and work with management for the development of joint solutions to workplace challenges.

**Section 14.** The parties recognize the rights of the Employer to assign work to bargaining unit employees and maintain efficiency of DLA Distribution Norfolk, Virginia, operations as set forth by Article 2 while recognizing the Union's need for stabilization in its representation staff. In order to accomplish the above the parties agree to the following:

1. Where there are bargaining unit employees within the same rate performing the same assignments in a section who are also qualified to perform assignments in another DLA Distribution Norfolk, Virginia section, the Union representative will be the last such employee to be moved from the section to perform those assignments in another section. In case of a temporary move (less than 6 months), the Union representative will also be the first such employee moved back provided he/she is qualified to do the assignments upon return.
2. Any schedule changes planned for representatives will be discussed between the Deputy Commander and General Chairman prior to implementation.

## ARTICLE 25

### DISCIPLINARY ACTION

**Section 1.** An “adverse action” is defined as a suspension, removal, furlough of 30 days or less, or a reduction in grade and/or pay taken for cause. Adverse actions will be taken for just cause and in accordance with applicable laws and regulations.

For purposes of this Article, the term “adverse action” does not apply to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. §7511(a)(1)(A), a suspension or removal taken in the interest of national security, an action taken under reduction-in-force procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction in grade or removal of employees based on unacceptable performance pursuant to 5 U.S.C. §4303.

Disciplinary actions include reprimands, suspensions, removals, and reductions in grade/pay for cause. A Letter of Reprimand is the lowest formal disciplinary action issued to correct an employee’s misconduct. While disciplinary, it is not an adverse action under 5 USC Chapter 75. It contains a detailed account of the offense(s) and is effective upon issuance. Letters of Reprimand will be retained in the eOPF for 2 years, until the employee leaves the agency, or until the supervisor determines the letter has served its purpose.

Informal corrective actions include counseling, letters of warning, and letters of instruction. These informal corrective actions are not disciplinary in nature, but are intended to make employees aware of, and bring them into compliance with, workplace policies and procedures. Supervisors may use informal measures for corrective action or to provide instructions regarding appropriate workplace behavior or compliance with procedures.

1. A counseling is an instruction to the employee about misconduct or concerning a proper process or procedure, and it will generally be a discussion between the employee and his/her supervisor.
2. A Letter of Warning is issued to an employee concerning unacceptable conduct. It places the employee on notice that formal disciplinary action may be imposed if the conduct does not improve.
3. A Letter of Instruction is issued to an employee to document standards of conduct or work instructions, clarify procedures, or impose certain requirements.

A supervisor may choose to take an informal corrective action instead of formal disciplinary action when the supervisor determines this alternative will accomplish the same purpose as a disciplinary action, that is, to correct the offending bargaining unit employee, maintain morale among other bargaining unit employees and to promote the efficiency of the service. Such informal actions are subject to challenge under the Negotiated Grievance Procedure.

**Section 2.** The Employer agrees that a bargaining unit employee may request representation by a Union Representative if during an investigation by a representative of management the employee reasonably believes that disciplinary action may result. Notices to this effect will be posted on official bulletin boards throughout the activity and publicized annually. If Union representation is requested, the investigation will be stopped to allow Union representation which the Union will provide within reasonable time (Normally within one (1) workday, except in cases where the nature of the situation will not permit such a delay).

Prior to question by an activity pre-action investigator, the employee and Union representative will be told the essence of the issues and be allowed a brief (not normally more than five (5) minutes) private meeting during which the Union representative may properly advise the employee. The represented employee will then respond to all questions. Subsequently, the employee may also submit a written statement or other relevant documents if desired. As part of this written statement, the employee may note their objections to any of the questions asked during the investigation. This written statement shall be made part of the case file. The parties agree that giving false answers or refusing to cooperate with the investigation is a breach of the employment relationship.

When a management official other than the supervisor of record is conducting the disciplinary pre-action investigation, he/she will identify him/herself, and state the purpose of the inquiry

Nothing in this Article shall be interpreted to apply to any routine dialogue between supervisor and bargaining unit employee regarding the timely and orderly accomplishment of day-to-day work. An employee who receives a notice of proposed reprimand or adverse action shall have the right to representation by the Union.

**Section 3.** To be effective, disciplinary actions should be timely. Therefore, it is the desire of both parties that, when determined warranted, disciplinary and adverse actions will be processed in an expeditious manner.

**Section 4.** Reprimands and suspensions of 14 calendar days or less may be appealed through the Negotiated Grievance Procedure, Article 27 and will be introduced at the appropriate next level above where the action was affected.

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

1. The Agency will give the employee at least ten (10) calendar days written notice of the proposed action.
2. Notices will state the nature and specific reason(s) for the proposed action.
3. The Agency will give the employee at least ten (10) calendar days to respond orally and/or in writing and to furnish materials to support the reply.
4. Notices will inform the employee of his/her right to contact a member of the servicing DHRS Office staff regarding the process.
5. Notices will inform the employee of his/her right to representation.
6. Notices 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 Employer will provide the employee copies of documentation used to support the action. Any material/evidence that is not disclosed to the employee may not be used to support an action against the employee.

After the time for the employee's reply has elapsed, the Agency will issue a written final decision to the employee. To the extent practicable, Management will issue the decision in a timely matter. The decision notice will:

1. Indicate whether the proposed action will be affected, modified, or withdrawn. 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. Inform the employee of his/her grievance rights in accordance with Article 27.

**Section 5.** Removals, suspensions for more than 14 calendar days, furloughs of 30 days or less, and reduction in grade and/or pay actions are appealable adverse actions. They may be appealed to the Merit Systems Protection Board (MSPB) or through the parties' Negotiated Grievance procedure, but not both.

When the Agency proposes to suspend an employee for more than 14 calendar days, remove an employee, reduce an employee's grade and/or pay, or furlough an employee for 30 days or less, all the procedural requirements in Section 4 apply except that the employee will be given at least thirty (30) calendar days advance written notice of the proposed action. For all appealable adverse actions except removals, a decision will be issued to the employee at least three (3) workdays prior to the effective date of the action.

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 seven (7) calendar days and the reply period will be not less than seven (7) calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed seven (7) calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. 7513(b).

**Section 6.** The Employer will impose such penalty as suits the offense considering all relevant factors, including but not limited to the nature of the offense, timeliness of the disciplinary action, the bargaining unit employee's length of service, past record, nature of position, past application of penalties for like offenses within the bargaining unit and any extenuating or mitigating circumstances (commonly referred to as the Douglas Factors). The servicing Human Resource Office will provide data on disciplinary actions to management and Union upon request. Either party may request a meeting to discuss the data.

**Section 7.** Prior to implementing the penalty imposed by a final decision, a Deciding Official may consider offering an abeyance agreement or alternative discipline program to a bargaining unit employee. If a bargaining unit employee accepts this offer, the penalty will be held in abeyance in accordance with the terms and conditions of the agreement. The Union will be provided with copies of all relevant documentation after representation has been established. Violation of the terms of the abeyance agreement or alternative discipline program by the bargaining unit employee will be cause to implement the original penalty, and may be considered as a separate disciplinary matter.

**Section 8.** Unless there is a subsequent event of misconduct within the timeframe, a letter of warning or instruction will be held by the supervisor for one year, however, upon bargaining unit employee request, the letter of warning or instruction can be considered for cancellation after six (6) months provided the bargaining unit employee's conduct has been satisfactory.

## **ARTICLE 26**

### **PRIVACY ACT AND OFFICIAL RECORDS**

**Section 1.** Bargaining unit employees will not be required to waive any legal rights afforded under the Privacy Act in accordance with law, rule and/or regulation.

**Section 2.** Bargaining unit employees will have access to their official personnel information through the government's Electronic Official Personnel Folder (eOPF) system. Official personnel records held in eOPF will be collected, maintained, retained, and purged in accordance with applicable laws, policies and regulations, and this Agreement. This will include the proper safe guarding of Personally Identifiable Information (PII).

**Section 3.** Bargaining unit employees who believe their Electronic Official Personnel Folder (eOPF) contains inaccurate information should bring the matter to the attention of the Defense Logistics Agency Human Resources Office.

**Section 4.** The Employer does not typically maintain or have access to medical records. However, a bargaining unit employee will be permitted to review any medical related information the Employer may be maintaining upon request. With properly executed written authorization by the employee, an employee's Union Representative, or healthcare provider may also be permitted to review such medical information.

**Section 5.** Should an outdated disciplinary action record fail to be removed in a timely manner from the Electronic Official Personnel Folder (eOPF), the record will not be used to support any personnel action detrimental to the employee and will be promptly removed upon being brought to the attention of the Employer and/or the DLA Human Resources Offices.

## ARTICLE 27

### GRIEVANCE PROCEDURE

**Section 1.** The purpose of this Article is to provide an orderly and sole procedure for processing grievances of the parties and bargaining unit employees except as specifically excluded in this Agreement. A grievance is a complaint concerning any matter relating to the employment of an employee; or a complaint concerning the effect, interpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 2.** Matters excluded from this grievance procedure are as follows:

1. Any claimed violation of Subchapter III of Chapter 73 of Title 5, United States Code (relating to prohibited political activities).
2. A merit promotion rating/ranking which places an employee within selection range consideration, or a non-selection for promotion from a group of properly ranked and certified candidates.
3. Termination of a temporary promotion or time limited appointment.
4. Reassignment or demotion of a bargaining unit employee to a non-supervisory or non- management position during the probationary period required for new supervisors.
5. Notice of proposed action, which if effected would be covered by the grievance procedure (e.g., a notice of proposed suspension).
6. The contents of a performance plan (critical elements and option work plan). This exclusion does not preclude grievance regarding a failure to meet regulatory requirements or failure to meet DLA requirements for joint employee/supervisor participation and performance plan development.
7. Memorandums for the Record (documentation of discussion used for recollection).
8. Issuance of a Performance Improvement Plan (PIP).
9. Matters appealable to the Merit Protection Board.
10. Retirement, life insurance or health insurance.
11. Suspension or removal under Section 7532 of Title 5 United States Code (relating to national security).
12. Any examination, certification or appointment.

13. The classification of any position which does not result in the reduction in grade or pay of an employee.
14. Any actions involving the separations of temporary, probationary (those with less than one (1) year of service), and intermittent employees. (Note: This does not preclude the Union from discussing such separations with an appropriate official of the Employer.
15. Letters of caution or admonishment or oral admonishment (unless cited in support of a formal disciplinary action).
16. The granting or recommendation of, or failure to grant or recommend, an employee for performance or honorary award.
17. The determination of the critical performance objectives for an employee's position.
18. Appraisals other than the annual rating of record

**Section 3.** Bargaining Unit employees using this procedure will be represented by the Union or shall represent themselves. If an employee is presenting a grievance on his own behalf, the Union shall have the right to be present during the grievance proceedings. A grievance to be valid for processing under this Article shall be taken up with the employee's immediate supervisor or in the case of a grievance by one of the parties, with appropriate representatives of the Union or the Employer, within fifteen (15) calendar days after the act or occurrence of the matter out of which the grievance arose. Grievances initiated after the fifteen (15) day time limit shall not be presented or considered at a later date except in cases where it is shown that the employee or complaining party could not reasonably have been aware of the action grieved.

In the case of appeal from suspension of fourteen (14) days or less, the matter must be appealed not later than fifteen (15) calendar days after the effective date of the action (first day of suspension).

The Union may file grievances on behalf of affected employees. Grievances filed by the Union shall be filed by the General Chairman of Lodge 97 or appropriate officer of the Union (Chief Steward, Steward or elected officer). When an employee is grieving a disciplinary action, the grievance will be taken up at the supervisory level above that of the supervisor taking the action. Time limits prescribed in this Section and Section 6 may be extended by the mutual consent of the Employer and the Union when either party presents good and sufficient reason.

**Section 4.** In presenting a grievance at any step of the grievance procedure, the grievance will be in writing on the mutually agreed upon grievance form. Either the aggrieved employee or his representative will inform the appropriate management official of the Employer that he is presenting a grievance for processing under this Negotiated Grievance procedure. The grievance shall include all of the information requested on the form in sufficient detail so that the issue is understood by the Parties.

**Section 5.** The parties agree that in order to foster a harmonious relationship, issues and grievances should be resolved at the lowest possible levels. The following procedures will apply in processing grievances under this Article:

1. It is agreed that, prior to filing a written grievance at Step I, the Union representative, the supervisor and, if considered necessary by either party, the affected bargaining unit employee, will meet for an informal discussion of the issues. The parties agree that in order for the process to be effective the discussion must be open and honest with a sincere desire by both parties to resolve the issue. The discussion must remain free of personal attacks and hostility.
2. Nothing in this article shall preclude the parties from mutually agreeing to extend the timeframes indicated in this article in the meeting request form.
3. In any case if the issue is not resolved through this informal process, the grievance must be put in writing and begin Step I of the grievance procedures seven (7) work days after the informal process is decided.

Step I. The grievance shall be submitted by the Union in writing, along with the resolution meeting form, on the grievance form to the appropriate supervisor, i.e., that official who took the action and has authority to grant the corrective action (normally supervisor of record). The supervisor will meet with the employee and the appropriate Representative within seven (7) calendar days of receiving the Step I grievance to hear the oral presentation of the grievance. The supervisor shall provide written answer to the grievance within seven (7) calendar days of the meeting date. If a mutually acceptable agreement is reached, the matter will be closed.

Step 2. If Step I response is not satisfactory, the grievance shall be submitted by the Union in writing on the grievance form within seven (7) calendar days from the date of the decision at Step I to the Department Director. The department director or his/her designated representative at the division director level, will meet with the Union and the grievant within seven (7) days of the receipt of the Step 2 grievance to hear the oral presentation of the grievance. Other personnel having knowledge of the matter being grieved and who may be helpful in resolving the matter may also attend the meeting as witnesses. However, the witness will be limited to the time he/she is giving testimony. The department director or his designated representative will render a written decision within seven (7) calendar days after the meeting. If a mutually acceptable agreement is reached, the matter will be closed.

Step 3. If Step 2 response is not satisfactory, the appropriate Union official may, within ten (10) calendar days of the Step 2 decision, submit a written grievance to the Commander/Depot Commander. Within fifteen (15) calendar days of receipt of the grievance, the Commander/Depot Commander or his designated representative will meet with the Union and the grievant to hear the oral presentation of the grievance. Other personnel having direct knowledge of the matter out of which the grievance arose, may be

called as witnesses to present relevant information. Multiple witnesses will not be called to provide duplicative information. The decision of the Commander/Deputy Commander or his/her designated representative will be rendered in writing as soon as possible, but in no event more than thirty (30) calendar days after the meeting. If the decision is not acceptable, arbitration may be pursued in accordance with Article 28 - Arbitration.

**Section 7.** Employer grievances concerning the interpretation or application of provisions of the agreement shall be submitted in writing to the Union. Such grievances are subject to the time limits for submission set forth in Section 3 and be introduced at and processed in accordance with Step 3 of the Grievance Procedure except the Union is the responding party. Any issue not resolved may be referred by the Employer to arbitration in accordance with Article 28-Arbitration.

**Section 8.** The Employer and the Union agree that all meetings held in conjunction with the grievance procedure outlined herein shall be on the Employers' premises unless mutually agreed otherwise and shall be joint meetings with both parties having equal status. Step 2 and 3 of the above procedure, upon request of the Union, relevant employee witness may be called and such employees shall suffer no loss of pay for so serving.

**Section 9.** The Employer or his designate representative shall respond to valid information requests to the extent required under the statute for the purpose of substantiating the contentions or claims of the parties well in advance of the formal third step of the grievance procedure.

**Section 10.** Failure of the Employer to meet the time limits prescribed in the grievance procedure shall permit the bargaining unit or Union to move the grievance to the next step. Failure of the employee or the Union to meet the time limits prescribed shall constitute withdrawal and termination of the grievance. This section does not apply to mutually agree upon timeframe extensions by the parties.

**Section 11.** All grievance decisions shall be returned to the Union Representative that moved the grievance to that step.

**Section 12.** In the case of any grievance with the Union may have against the Employer or which the Employer may have against the Union, such grievances shall be submitted in writing to the DLA Distribution Norfolk Commander/Deputy Commander or the Union, as the case may be, within fifteen (15) calendar days after the date of occurrence of the event giving rise to the grievance, or the date the party became aware of the occurrence. It shall contain the following:

1. Statement setting forth the facts upon which the grievance is based
2. The correction sought

If no settlement is reached between the parties within fifteen (15) calendar days from the submission date of the grievance, the matter may be submitted, by the initiating party to arbitration.

## ARTICLE 28

### ARBITRATION PROCEDURE

**Section 1.** If the parties hereto fail to reach a satisfactory settlement of any grievance processed in accordance with the Negotiated Grievance Procedure, such grievance may be referred to arbitration by either the Union or the Activity. A request for arbitration must be submitted in writing within thirty (30) calendar days after receipt of the decision at Step 3 of the Negotiated Grievance Procedure.

**Section 2.** Within five (5) calendar days from the date of receipt of the arbitration request the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after receipt of such list. The Union and the Activity will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name will be the duly selected arbitrator.

**Section 3.** The arbitrator's fee and expenses shall be borne equally by the DLA Distribution Norfolk and the Union, and shall not exceed that authorized by applicable regulations. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of DLA Distribution Norfolk, the cost of such facilities shall be borne equally by the DLA Distribution Norfolk and the Union. Further, DLA Distribution Norfolk and the Union shall share equally the expenses of any mutually agreed upon service considered desirable or necessary in connection with the arbitration proceedings. However, should one party desire a verbatim transcript of the arbitration proceedings, that party may arrange for such service at its own expense and shall receive all copies of such transcript. Further, should either party cancel the arbitration request, the canceling party shall pay any cost assessed by the arbitrator, unless mutually agreed otherwise.

**Section 4.** The arbitration hearing shall normally be held during the regular shift hours of the normal basic work week. Bargaining Unit employees of DLA Distribution Norfolk serving as Union representatives and necessary appellants and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. Those employees appearing as witnesses will be excused for only that time they are required to testify and a reasonable amount of time to travel to and from the hearing site.

**Section 5.** The arbitrator will be requested to render his award as quickly as practicable but, in any event, no later than thirty (30) calendar days after the conclusion of the hearings and submission of post-hearing briefs, if appropriate. An arbitrator's award will not change, modify, alter, delete or add to the provisions of this Agreement. It is recognized that such right is the prerogative of the contracting parties only. The arbitrator's award shall be binding.

**Section 6.** Questions as to whether a matter can be grieved or arbitrated under the grievance/arbitration procedures in this agreement shall be referred as a threshold issue to the arbitrator for a bench decision, prior to the merits of the case. Normally, any rejection of a grievance on the ground that it is, not a matter subject to the grievance procedure or is not subject to arbitration, shall be executed at Step 3 of the grievance procedure and shall be served upon the Union in writing. Exceptions to an arbitrator's award may be initiated by either party in accordance with the appropriate regulations.

## ARTICLE 29

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer and the Union mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity as defined by the law.

**Section 2.** In keeping with Section 1, above, the Employer will establish a comprehensive EEO Program consistent with guidelines received from higher authority. The Union will fully support EEO policies, programs and objectives.

**Section 3.** In accordance with the current regulation, the Employer is charged with maintaining equal opportunity without discrimination using authorized methods deemed most effective to achieve this purpose.

**Section 4.** An Equal Employment Opportunity (EEO) Counselor shall be available to discuss bargaining unit employee complaints concerning equal employment opportunity. If the bargaining unit employee desires, they may be accompanied by a Union representative during discussions.

**Section 5.** It shall be an unlawful employment practice for the Employer to discriminate or retaliate against any employee because the employee has engaged in protected activity.

## ARTICLE 30

### SUGGESTION PROGRAMS

**Section 1.** The Employer encourages all employees in the Unit to participate in the Command's Suggestion Program as well as any Agency programs intended to reduce costs, improve operations, enhance safety and security, and improve the command climate. It is the intent of the Employer that all suggestions, ideas, concerns, and complaints be reviewed and be processed in a timely and equitable manner. In this regard, it is agreed that every reasonable effort will be made to evaluate employee inputs, initiate appropriate actions, and provide recognition and/or feedback in an expeditious manner. Further, suggestions or ideas that appear to have significant value within the Command or to the Agency will be processed in accordance with official Agency Beneficial Suggestion Program guidelines.

It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving feedback on a submitted suggestion, idea, concern or complaint, may take the matter up directly with his/her chain of command and shall have the right to be accompanied by a Union representative if he or she desires. The Employer agrees to notify the employee of the reasons for the delay if feedback on a submitted suggestion, idea, concern, or complaint is not rendered within 90 days.

**Section 2.** When a submitted suggestion or idea has been reviewed and will be submitted to the Agency's Beneficial Suggestion Program, employees are encouraged to discuss prospective suggestions with the Subject Matter Expert provided by the DLA Distribution Norfolk review panel via the suggestion feedback form who will aid them in insuring that the suggestion is sufficiently described for evaluation. After submission to the Agency's Beneficial Suggestion Program, all communication will be conducted directly between the person submitting the suggestion and the investigator assigned to evaluate the suggestion.

## **ARTICLE 31**

### **BULLETIN BOARDS**

**Section 1.** The Employer agrees to make available to the Union at least one quarter of the space on all Unofficial Bulletin Boards, for the purpose of posting printed matter of concern to the Union.

**Section 2.** Notices concerning Union recreational and social activities, Union elections and appointments, results of elections and Union meetings may be posted by the cognizant representative, without prior approval of the material by the DLA Distribution Norfolk, provided they are limited to announcing only the purpose, date, time and place. A copy of all such notices will be furnished to the DLA Distribution Norfolk Deputy Commander, at least two workdays prior to posting. When the two-day notification is impractical, approval prior to posting will be obtained from the DLA Distribution Norfolk Deputy Commander, by an appropriate means. All other information to be placed on the Bulletin Boards including the above referred to notices, if they contain information other than that outlined above, will be posted only by the mutual consent of the Union and the DLA Distribution Norfolk. No posting will contain material which violates any law or regulation. All cost incidentals to the preparation of the materials will be borne by the Union.

**Section 3.** The Union is responsible for posting and removing approved material and for maintaining posted material in an orderly condition.

## **ARTICLE 32**

### **PARKING**

**Section 1.** Available parking areas will be designated for employees parking as close to assigned work areas as practicable. In this connection, appropriate representatives of the Employer and the Union shall periodically review alleged inequities in the utilization of available parking facilities. The Union may recommend to the DLA Distribution Norfolk Commander additional parking areas as the need arises, commensurate with the availability of space.

**Section 2.** Three (3) reserved parking spaces will be provided within close proximity to the office space utilized by the Union in Building W-143, which is considered to be the central site of DLA Distribution Norfolk. One (1) space will be provided at each remote site where five or more bargaining unit employees are employed. Such spaces shall be assigned as determined by the Union.

## **ARTICLE 33**

### **VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES**

**Section 1.** The Employer will deduct Union dues from the pay of all employees who voluntarily authorize such deductions and who are employed within the Unit in accordance with the provisions set forth herein:

**Section 2.** Union dues (the regular periodic amounts required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

1. The bargaining unit employee either is a member in good standing or has signed up for membership in the Union subject to the payment of his first month's dues through voluntary allotment.
2. The bargaining unit employee's net earnings after all legal and required deductions must be sufficient to cover the entire amount of the allotment. No deduction shall be made when the salary is not sufficient to cover full withholding or when the employee is in a non-pay status for the entire pay period.
3. An authorized official of the Union has completed and signed Section A of Standard Form 1187 on behalf of the Union.
4. The completed SF Form 1187 has been received by the Payroll Office servicing the Employer no later than 12:00 noon on the last Thursday proceeding the payroll period during which the initial deduction is made.

**Section 3.** The Union shall purchase and distribute to its members Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues" during non-duty hours and shall certify on the form the current amount of the Union's regular dues to be deducted each bi-weekly pay period, and shall, deliver completed forms to the Employer for completion of Section A thereon.

**Section 4.** The amount of the Union dues to be deducted each payroll period from the employee's salary shall remain unchanged until a notice of change in Union dues signed by the authorized official of the Union is received by the Payroll Office servicing the Employer.

**Section 5.** Any change in the amount of a bargaining unit employee's regular dues which results in a change in the amount of the allotment deduction of the employees shall become effective with the deduction made on the first payroll period after the receipt of a notice of change by the Servicing Payroll Office of the Employer or at a later date if requested by the Union. Changes in the amount of the allotment by reason of changes in the amount of the Union dues may not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union.

**Section 6.** A bargaining unit employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

1. Loss of exclusive recognition by the Union.

2. Transfer of the bargaining unit employee to an organizational segment outside of the Union's recognized bargaining unit.
3. Separation of the employee for any reason including death or retirement.
4. Receipt by the Servicing Payroll Office of the Employer of a notice that the bargaining unit employee has been expelled or has ceased to be a member in good standing of the Union.
5. Appointment to a supervisory position.

**Section 7.** An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Servicing Payroll Office of the Employer, of an SF 188, Cancellation of Payroll Deductions for Labor Organization Dues (or individual substitute). Any such allotment of dues may not be revoked until the deductions have been in effect for a period of one (1) year. In accordance with 5 CFR 2429, bargaining unit employees who authorize the Agency to remit dues to the Union on or after August 10, 2020, may initiate the revocation of those dues at any point after the one-year anniversary of their election. The effective date of the allotment is the beginning of the first pay period in which the dues allotment is deducted. Verification of the anniversary date is not the responsibility of the Employer. The employee will get verification of employee's anniversary date from the Union first before execution of cancellations. Any discrepancy regarding the one (1) year anniversary date requirement is solely an issue between the employee and the union. The Agency bears no responsibility or liability for terminations that do not meet the one (1) year requirement.

**Section 8.** The Union having members on voluntary allotment for their Union dues shall promptly notify the Servicing Payroll Office of the Employer in writing when any such member of the Union is expelled or for any reason ceases to be a member in good standing.

**Section 9.** Defense Finance and Accounting Service (DFAS) will issue a check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the total of allotment deduction made within five (5) workdays after each payday, along with the applicable transaction record containing the name and employee number of each member of the Union on voluntary allotment in alphabetical order, and the amount of the deduction made for each such employee member. The list shall also indicate those allotments which are terminated and those which lack sufficient funds for payment of the Union dues.

## **ARTICLE 34**

### **SAFEGUARDING OF PROPERTY**

**Section 1.** The parties recognize the importance of safeguarding the property owned by bargaining unit employees when such property is in the official custody of or on the premises of the Employer. It shall be a matter of vital concern to both parties to make continuing efforts to protect and safeguard property of all employees.

## ARTICLE 35

### GENERAL PROVISIONS

**Section 1.** The Employer agrees, to provide the tools required by the Employer that employees are required to use in the safe performance of work for the Employer. Employees are responsible for the safe keeping of tools while in their custody and their proper use to avoid breakage, damage or loss. Further, the Employer as deemed appropriate may implement appropriate procedures for the issuance, accountability of tools.

**Section 2.** The Employer agrees that any bargaining unit employee in the Unit who contemplates retirement in the immediate future shall be afforded retirement counseling to ensure the interests of the employee are protected. Alternative retirement plans for which the employee is eligible shall be explained. The employee's request to be accompanied by the appropriate Representative will be granted. Normally, any employee who contemplates retirement shall contact the appropriate Human Resource Office staff personnel for information, counseling, and proper filing of documentation.

**Section 3.** Bargaining Unit employees will be provided with current names and contact numbers for the managers in their chain of command, to include the first line supervisor, who is responsible for approving requests for leave and conduct performance appraisals. Bargaining unit employees will maintain current contact information with the Employer and in FEPAAS for emergency and contingency purposes.

**Section 4.** It is understood that each employee shall be at his/her job site ready to work at the scheduled starting time of his/her shift and conclusion of his/her lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rate of pay for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of his shift, such time will be considered compensable at the appropriate rate of pay.

**Section 5.** When a new system is added or new equipment installed, modernized, or improved on any job within the Unit, the Employer agrees to consider training all employees in the work areas whose jobs are affected by the change in equipment or techniques and who are required to operate such systems and equipment.

**Section 6.** The Employer agrees to furnish the Union upon request (normally not more than once every six (6) months) a complete and up-to-date listing of all employees in the Bargaining Unit. The listing shall include the name, organization code, supervisor, series and grade, and service computation date for each employee in the bargaining unit. All unit employees transferred or newly hired shall be introduced to their representatives during employee familiarization and orientation events.

**Section 7.** The Employer agrees that employees in the Unit will not be polled to determine their opinions or desires on personnel policies and practices, or other matters affecting their general working conditions without first advising the Union of the intent to conduct the poll and the purpose of the poll.

**Section 8.** It is agreed that the term "Employer" wherever used in the Agreement in connection

with required action, signifies the DLA Distribution Norfolk Commander or a designated representative. The normal point of contact for the Union on all matters pertaining to the administering of this agreement will be the General Chairman. The normal point of contact for the Employer on Command-wide matters or matters pertaining to more than one division will be the Deputy Commander. The point of contact for all other matters will be cognizant Division Director.

**Section 9.** The parties agree with the principle that all employees and managers shall be treated with dignity and respect in the workplace. The Employer shall investigate instances of alleged violation of this principle and take appropriate corrective action where warranted.

**Section 10.** During emergency conditions all unit employees are required to call the applicable DLA Distribution Norfolk provided "hotline number" to obtain their work status. Management will make every effort to ensure the "hotline" is updated.

**Section 11.** Environmental differentials will be paid for exposure to hazards, physical hardships, and working conditions of an unusually severe nature, in accordance with applicable instructions and regulations. If an employee is entitled to environmental pay, such pay is included as part of the employee's basic rate of pay for overtime, holiday or Sunday work.

**Section 12.** Every effort will be made by the Employer to distribute training in a fair and equitable manner. All employees are required to monitor Learning Management System (LMS) training requirements and complete training on time, barring exceptional circumstances. Supervisors will remind employees of LMS training that is coming due.

**Section 13.** The Employer will provide deaf and hearing-impaired employees with an electronic means of communication within the workplace. Use of the electronic means of communication will be limited to official and emergency use as is equivalent to policies related to use of cell phones and computers. Additionally, interpreters will be provided /or interactive communications as needed to ensure deaf and hearing-impaired employees receive adequate command information, work assignments, and training.

**Section 14.** The impact and implementation of any changes in the present payday system including changes as to which day pay will be distributed shall be bargained with the Union, as appropriate.

## **ARTICLE 36**

### **PUBLICIZING THE AGREEMENT**

**Section 1.** As soon as practicable following approval of the Agreement by DLA Distribution Norfolk, the Employer will reproduce this Agreement and distribute a copy to each bargaining unit employee in the Bargaining Unit. In addition to the initial distribution of copies of this agreement, the Employer agrees to pay the cost of printing of an additional 500 copies of this agreement and provide them to the Union to distribute as needed.

**Section 2.** As part of the employee onboarding process, the Union will be allocated time to meet and provide preliminary information to newly hired bargaining unit employees. During the onboarding process, employees hired into bargaining unit positions will be advised by the Union of the contractual relationship between the Employer and the Union, and will be provided with information/introductions by the Union related to representatives having responsibility for the work area to which the new employee is initially assigned.

**Section 3.** The Employer will post an electronic, printable version of the Agreement and any applicable amendments on the DLA Distribution Norfolk Share Point site where it will be assessable by all bargaining unit employees. The Employer will provide the appropriate link to all bargaining unit employees to facilitate access to the posted agreement.

**Section 4.** For qualified handicapped employees, the Employer will, upon request, provide a copy of the Agreement that meets specific, medically documented accommodations.

## ARTICLE 37

### WORKER'S COMPENSATION

**Section 1.** The parties acknowledge that the Office of Worker's Compensation Programs (OWCP), U S Department of Labor, will administer benefits derived to employees under the Federal Employees Compensation Act.

**Section 2.** The DLA J1 Human Resources Services, Injury Compensation Center (HR-Svcs-I) will administer the OWCP program for the Employer. The Employer will publish information about the program and its benefits, points of contact at the HR Svcs-I office and telephone numbers for employees needing information concerning processing of the OWCP claims. The Employer will provide a toll free number for CONUS employees to contact the HR Svcs-I. In addition to the HR Svcs-I, employees may also consult the Union for information on the injury compensation process.

1. Employees are responsible for reporting all job-related injuries or illnesses to the appropriate supervisor, providing supporting medical documentation and return to work when medically capable. If an employee requires medical treatment for the (traumatic) injury, the Employer may complete their portion of form CA-I 6, Authorization for Examination and/or Treatment. Where there is no time to complete a Form CA-I 6, the Employer may authorize medical treatment by telephone and send the completed form to the medical facility. Unless precluded by medical emergency, employees have the right to treatment by the health care provided of their choice.

2. The injured employee will be furnished a form CA-I (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation for completion. If the employee is unable to complete the Form CA-I, the Employer will promptly complete as much of the form as practical and forward the form to HR Svcs-I.

3. If the employee believes they have suffered an occupational disease (a condition produced in the work environment over a period of more than one day) they should be provided a form CA-2, Notice of Claim for Occupational Disease and Claim for Compensation. A form CA- I 6 should not be issued for this type claim.

4. When an employee has suffered illness or injury in the performance of duties, the Employer will counsel the employee in such matters as their right to file for compensation benefits. The counseling will include an explanation of Continuation of Pay (COP) benefits, when applicable, the appropriate compensation/arms to be filed, the types of benefits available, and the procedure for filing claims, the option to use compensation benefits in lieu of sick leave or annual leave, and the right to a personal representative. The counseling above is not all-inclusive.

5. The Employer will not prevent an employee from filing a claim and will process the claim that has been submitted. The Employer will provide light-duty work to the injured employee in accordance with medical prescribed restrictions. It is understood the Employer will document its knowledge of the circumstances surrounding the injury, which may be different from the information provided by the employee. If the Employer controverts/ challenges the OWCP claim, the employee or a personal representative will be provided a copy of all information pertaining to the claim, which is retained by the Employer.

6. The Employer agrees to assist the employee in contacting appropriate OWCP authorities in an effort to expedite matters associated with the claim. The employee and a personal representative, with the written consent of the employee, will be permitted to review and obtain copies of any documents retained by the Employer relating to the claim. FECA provides that an employee may be represented if he or she so desires, but it is not required. A representative need not be an attorney; a Union representative, family member or friend, for example may act in this capacity. A federal employee may act as a representative only or an immediate family member or in the capacity of a Union representative. The employee must designate any representative in writing before the OWCP will recognize him/her and there can only be one representative at a time.

## **ARTICLE 38**

### **EMPLOYMENT OF RELATIVES**

**Section 1.** The Employer agrees to comply with all laws and regulations related to the employment, appointment, promotion, and/or advancement of relatives.

## ARTICLE 39

### TRAINING

**Section 1.** The parties believe that appropriate training and development of bargaining unit employees is important; it increases the efficiency and effectiveness of operations, and it develops the knowledge, skills and abilities of bargaining unit employees in the performance of their duties.

**Section 2.** The Employer will seek to develop a well-trained workforce consistent with operational needs, available funding, resources and time. Pursuant to this objective, bargaining unit employees may request training they believe is appropriate and beneficial to the organization. Training will be provided or funded by the Employer based on operational needs (including training to remedy performance deficiencies). Training will not be used as a reward or punishment. The intent is to provide training based on business reasons and not personal relationships. One factor that may be considered in determining training requirements is the bargaining unit employee's ability to do the assigned job. The parties recognize that the Employer retains the right to determine training needs. Training will be provided in a fair and equitable manner.

**Section 3.** Types of bargaining unit employee training that may be considered are on-the-job training, formal classroom training, continuous education training, off-site training courses and seminars, and other job-related instructional methods. Training requirements shall be directly assigned by the Employer. Where no formal training records or Individual Development Plans (IDPs) are maintained, bargaining unit employees can annotate successfully complete training in the employee input section of the annual performance appraisal form. When new technology is introduced in the workplace, training as deemed necessary by the Employer will be provided.

**Section 4.** When a new or upgraded processing system is added or new equipment installed, modernized, or improved on any job within the bargaining unit, the Employer agrees to consider training all bargaining unit employees in the work areas whose jobs are affected by the change in equipment or techniques and who are required to operate such systems and equipment.

**Section 5.** The Employer retains the right to assign mandatory training requirements, with the understanding by the bargaining unit employees that mandatory training addresses critical programs, practices and information. Bargaining unit employees are expected to complete mandatory training within established timeframes and perform their assigned duties/conduct themselves in accordance with content of the mandatory training provided. When mandatory training is required, the Employer will ensure that the employees are given the time to complete the task/requirement.

## **ARTICLE 40**

### **MEMORANDUMS OF AGREEMENT**

**Section 1.** The parties agree that all existing Memorandums of Agreement (MOAs) remain in effect unless superseded by specific contract provisions in this Agreement.

## ARTICLE 41

### TRAVEL

**Section 1.** The Employer agrees that bargaining unit employees required to travel will be covered by applicable laws and regulations.

The parties agree that an employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays, or luxury accommodations, which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.

Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees who are required to travel), as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Civilian Personnel Joint Travel Regulations (JTR).

All travel authorizations will be processed using the approved DoD travel system.

All transportation (air/rail/rental car) will be procured using the Individual Government Issued Charge Card (GTCC) unless traveler is prohibited from having an account.

All lodging will be procured using the DoD Travel System and/or Travel Management Office "Assist".

Employees are required to use preferred lodging as designated in the DoD travel system.

The Employer will provide training to employees on the use of the Defense Travel System.

To the maximum extent possible, travel shall be scheduled so that the employee shall perform travel during his/her regularly scheduled work hours. Should this not be possible and the resultant travel meets the criteria of 5 U.S.C. § 5542 or the Fair Labor Standards Act (as appropriate), the employee shall be compensated accordingly.

**Section 2.** The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirement that official travel will be charged on the GTCC. The Agency will publish information on its web page that explains the purpose of the travel card, its proper uses and answers common questions about using the card. Employees will not be required to use their personal credit cards or advance their personal funds for Government business. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the card issuer under the split disbursement process.

In the event an employee's account becomes 45 days delinquent, the GTCC issuing agency will contact the employee advising them to contact the Agency Program Coordinator (APC) within their organization to address the urgent matter regarding their payment of their GTCC. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.

Cardholders needing additional amounts of credit for valid government travel will be advised to contact the APC or designee for assistance in obtaining the increased amount of credit.

Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, or regulation. An employee cannot be issued a GTCC if they do not provide all the required information on the application.

**Section 3.** Upon completion of official travel, the employee shall submit vouchers for reimbursement through the DoD Travel System in accordance with timeframes established by DoD regulations and Agency policies. In the event the authorizing official is not available to act on a travel voucher within a reasonable amount of time, the Agency may designate another official to review and act on the voucher.

In the absence of extenuating circumstances, all travel claims will be paid as a split reimbursement. The government will forward payment directly to the Government Travel Card account for relevant expenses indicated on the submitted travel claim, and the balance to the employee via the direct deposit information maintained in Defense Travel System.

**Section 4.** If a bargaining unit employee on extended official travel voluntarily returns home on nonwork days during the temporary duty (TDY) assignment, the maximum reimbursement for round trip transportation and per diem is limited to what would have been allowed had the employee remained at the TDY location. Authorization for such a return trip will be obtained by the employee in advance.

**Section 5.** As determined by the Agency policy and the approving official, temporary duty (TDY) travel orders shall be issued in sufficient time prior to the departure on TDY so as to permit the employee to make orderly arrangements for obtaining transportation requests and authorized advance for travel expenses. Except for circumstances beyond the Employer's reasonable control or ability to anticipate, employees who are assigned to go on extended TDY (over 30 calendar days) will be notified at least two weeks in advance of the start of travel.

**Section 6.** The Employer agrees that the Union will be notified of any changes to the current Government Travel Card program that may change the conditions of employment for bargaining unit employees, and will bargain accordingly prior to implementation.

**Section 7.** Union representatives, who are bargaining unit employees of DLA Distribution Norfolk, will be issued travel orders by the Employer for Employer authorized travel related to official representational functions sanctioned by the agreement. Request for such travel orders will be initiated by the Union Chairperson or designee, and directed to the Deputy Commander.

Official travel by Union Representatives while on government travel will be reimbursed in accordance with applicable travel regulations.

**Section 8.** Union initiated training requiring travel will not be supported by official travel orders issued by the Employer.

## ARTICLE 42

### DRUG FREE WORKPLACE PROGRAM

The goal of achieving a drug free workplace at DLA Distribution Norfolk, Virginia, is supported by both the Employer and the Union. The Parties recognize that drug addiction is a treatable illness and, while rehabilitation is desirable, emphasis will be placed on education and deterrence. It is understood that the use of illegal drugs does not promote the efficiency of the Service, as stated in Executive Order 12564 of 15 September 1986. In connection with the implementation of the Drug Free Workplace Program (DFWP), the Employer and the Union agree to the following:

**Section 1.** All drug testing under the DFWP, including laboratory analysis of specimens, will be conducted in accordance with Federal law, government, and agency wide regulations including Department of Health and Human Services (DHHS) mandatory guidelines and this Agreement.

**Section 2.** Definitions:

1. Random Testing is the collection of specimens based on random selection from among employees in Testing Designated Positions (TDPs) and other bargaining unit personnel who volunteer for such tests.
2. Reasonable Suspicion Testing does not require certainty, but mere hunches are not sufficient to meet this standard. Further information regarding the levels of approval required for reasonable suspicion testing is included in the Employer's Drug Free Workplace Policy. Reasonable suspicion testing may be based upon, among other reasons,
  - a. observable phenomena such as direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug,
  - b. a pattern of abnormal conduct or erratic behavior,
  - c. arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking/distribution,
  - d. information provided by reliable and credible sources or independently corroborated, or,
  - e. newly discovered evidence that the employee has tampered with a previous drug test.
3. Applicant testing is conducted in conjunction with appointments made by the Employer (including reassignments, transfer, or detail for more than 120 days) to positions with TDP designation. Applicant testing is not required for employees who currently occupy a TDP within the Agency and have satisfied the requirements for entry into their current TDP.
4. Follow-Up Testing as required as part of the rehabilitation or counseling program under the Employees Assistance Program (EAP).
5. Accident Testing may be required when an employee is involved in a Class A, B, or C mishap. Mishap categories are periodically updated by DoD to adjust dollar values (see DoD Instruction 6055.7).

**Section 3.** Specimen collection is conducted by an independent entity under contract with the Defense Logistics Agency. When supported by the contract that is in force, drug testing will be conducted on-site at the DLA Distribution Norfolk, Virginia facility. If necessary, personnel will

be transported to the specimen collection site or will be reimbursed for mileage related to personal transportation to and from the specimen site.

**Section 4.** Employees are required to remain at the testing site until a 45mL specimen of adequate temperature is provided. Employees will be afforded no more than three hours from the first attempt. To facilitate the specimen collection employees will be provided with water to drink upon request; however, the bargaining unit employee will remain in the testing area at all times until testing is complete.

**Section 5.** Reasonable suspicion testing will be requested, approved, and conducted in accordance with the reasonable suspicion criteria contained in the Mandatory Guidelines for Federal Workplace Drug Testing Programs. A higher-level management official than that requesting the test will approve any test ordered under reasonable suspicion criteria. A bargaining unit employee will be notified in writing that he/she is being tested under "reasonable suspicion" criteria.

**Section 6.** In accordance with DHHS guidelines, the Medical Review Officer (MRO) shall give the individual an opportunity to discuss the test result with the MRO prior to making a final decision related to a positive result. Failure to return the call to the medical review officer or failure to remain on the line to complete the call to the medical review office will result in loss of due process rights to have a medical interview. A bargaining unit employee will be afforded privacy during contact with the MRO, including the use of telephone and facsimile services as needed for contact with the MRO. A bargaining unit employee is entitled to and may request Union representation when being questioned by the MRO.

**Section 7.** A bargaining unit employee found to use illegal drugs or the equivalent will be referred to the Employee Assistance Program (EAP), as required under the Executive Order. This provision does not authorize or obligate payment of drug rehabilitation costs by the DLA Distribution Norfolk, Virginia, or Defense Logistics Agency. Regardless of any rehabilitation efforts undertaken by the bargaining unit employee, management is not precluded from taking disciplinary action, up to and including removal, against an employee who tests positive. In addition to working through the EAP, the bargaining unit employee may seek additional rehabilitation efforts through the Union or a personal physician; however, any additional rehabilitation efforts shall not interfere with the EAP rehabilitation program or testing. All records of bargaining unit employee treatment shall be kept in accordance with applicable Federal laws, rules and regulations regarding confidentiality including the Privacy Act ( 5 USC 552a).

**Section 8.** All drug testing information on specific individuals is confidential and will be treated as such in accordance with the provisions of Mandatory Guidelines for Federal Workplace Drug Testing Programs. A bargaining unit employee who is the subject of a drug test will, upon written request to the DLA Drug Testing Program Administrator, have access to any records relating to such bargaining unit employee's drug test; and the results of any relevant laboratory certification, review, or revocation of certification proceedings, as referred to in section 503 of Public Law 100-71.

**Section 9.** The Union is entitled to information concerning the DFWP in accordance with the provisions of 5 USC 7114 (b) (4).

**Section 10.** The drug testing program shall not be designed to unnecessarily interfere with the employee's right to privacy. It is understood that some testing procedures may intrude on the privacy of the employees; however, these intrusions shall be kept to a minimum required by the program. All bargaining unit employees shall be treated with dignity and respect in all aspects of the program. Supervisors and program administrators will be made aware that

names of individuals tested and test results, are protected information and cannot be divulged to personnel who do not have a need to know.

**Section 11.** Disciplinary adverse actions taken as a result of application of the drug testing program will be in accordance with Executive Order 12564 and applications regulations and policies. Negotiated grievance procedures and appeal rights apply to such actions taken relative to the Program, subject to any last-chance and/or settlement agreements in effect.

**Section 12.** The Employer will publicize information concerning the DFWP for the information of all bargaining unit employees as part of an ongoing education program. The DFWP provides for the training of supervisors, managers, Drug Program Coordinators, and EAP personnel as mandated by the Executive Order and pertinent regulations. The Union may submit, and the Employer will consider articles and/or information for inclusion in an ongoing education program for the DFWP.

**Section 13.** The Employer recognizes its obligation under the Federal Labor Management Relation Statute (5 USC 7114), as it applies to a bargaining unit employee's right to Union representation and formal discussions. However, such representation will not interfere with effective operation of testing.

**Section 14.** The Employer will discharge its bargaining obligations prior to making changes to DFWP that affect conditions of employment for bargaining unit employees.

## ARTICLE 43

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

**Section 1.** The Employer will broadly publicize and promote the availability of EAP services across the Agency, to include an informational website available to all DLA employees.

The EAP is a voluntary, confidential program that helps employees work through various life challenges that may adversely affect job performance, health, and personal well-being. The EAP services include assessments, counseling, and referrals for additional services to employees with personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance use disorders.

The EAP brings together a variety of personal services under one umbrella, which address problems or concerns related to areas such as mental health, financial and/or legal matters, alcohol or drug abuse, work-related stress, marriage/family and caregiving issues, illnesses, accidents, and relationships. The EAP is a free and confidential counseling and referral service available to all employees and their family members. The EAP provides initial telephone consultation, problem assessment/clarification, short-term in-person counseling, and referral to treatment options through the employee's health plan or community resources, if needed. The EAP is available 24 hours a day, seven (7) days a week, every single day of the year.

**Section 2.** Employees requiring the services of the EAP will be permitted to attend a maximum of six (6) sessions for initial evaluation and referral. Such time, including reasonable transit time, will be in a duty status, if the employee is otherwise in a duty status. Odd shift employees may request a shift change to participate in the services of EAP.

**Section 3.** The Employer may grant leave (sick, annual or LWOP) for the purpose of treatment or rehabilitation of bargaining unit employees under the EAP in a manner similar to that granted for bargaining unit employees with any other health problem.

## EXECUTION OF AGREEMENT

The Defense Logistics Agency and the International Association of Machinists and Aerospace Workers Local Lodge 97 of District Lodge 2020 Zone 74 hereby execute this Agreement on January 17, 2025, it being understood by both parties that the provisions herein are subject to approval by the Department of Defense.

For the Union:



Charlie Long  
Chief Negotiator  
IAM&AW DL 2020 Business Representative

For the Employer:

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NO.D.1386256531

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Date: 2025.01.16 11:48:05 -0500

Justano Newbold  
Chief Negotiator  
Deputy Commander



Dwayne Stroman, Asst. Chairman

CHANDOO.JULIE  
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Date: 2025.01.17 11:04:03 -0500

Julie Chandoo, Ops Director



Marquell Maines, Steward

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Date: 2025.01.17 06:29:11 -0500

Tony Cunningham, Integrated Ops  
Director

APPROVED BY THE DEPARTMENT OF DEFENSE ON January 24, 2025.