

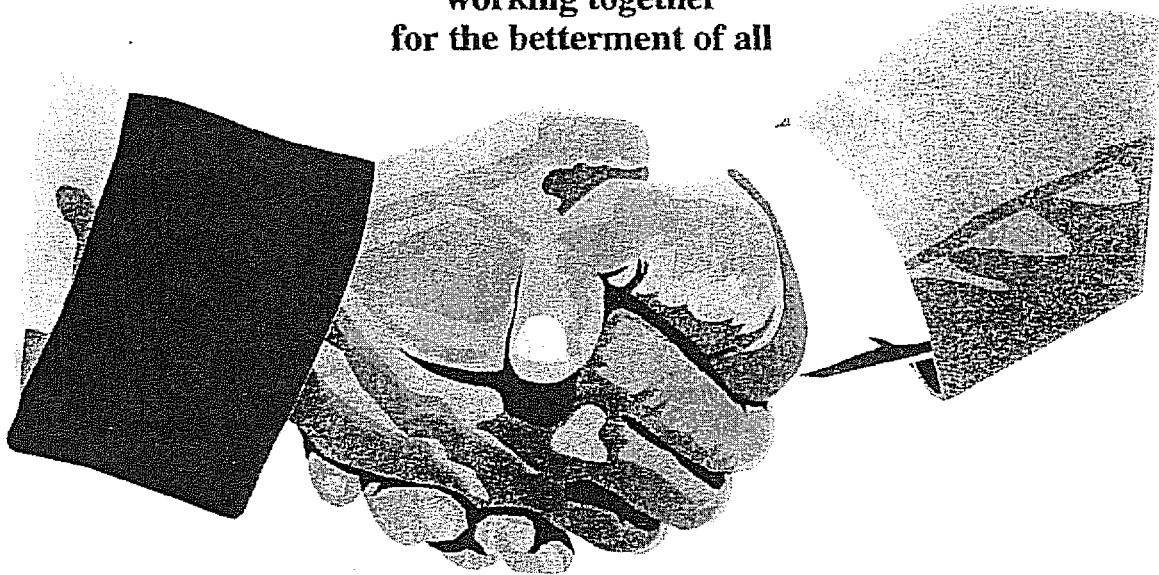
**Laborers' International Union**

**LIU**

**Local 1310**



**Labor and Management  
working together  
for the betterment of all**



**2002 Labor Agreement  
with  
Defense Distribution Depot  
Susquehanna Pennsylvania**

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**DEFENSE DEPOT SUSQUEHANNA PENNSYLVANIA,**  
**AND**  
**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1170**

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## PREAMBLE

In accordance with the policy set forth in Title VII, Public Law 95-454, Federal Service Labor Relations, hereinafter referred to as Title VII, and subject to all applicable Executive Orders, laws and statutes, the following Agreement is entered into this date between the Defense Depot Susquehanna Pennsylvania (DDSP), hereinafter referred to as the Employer, and the Local #1170 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the Union.

For convenience in reading, standard pronoun gender usage will be followed in this Agreement. Where the pronoun "He" or "His", etc. is used, it should be understood to include "She" or "Hers", etc.

It is agreed and understood by the Employer and the Union that this Agreement is subject to the provisions of applicable laws and regulations of the Federal government.

## WITNESSETH

In consideration of the mutual covenants herein set forth, the 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 the well-being of employees within the meaning of Title VII, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest.

## ARTICLE 1

### AREAS OF MANAGEMENT JURISDICTION

Section 1. The Employer retains the right and authority:

- a) to determine the mission, budget, organization, number of employees, and internal security practices of the Employer, and
- b) in accordance with applicable laws and executive orders
  - 1) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action, (Subject to the provisions found in Article 25 of this Agreement), against such employees;
  - 2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
  - 3) with respect to filling positions, to make selections for appointment from
    - a) among properly ranked and certified candidates,
    - b) or any other appropriate source, (subject to provisions found in Article 34 of this Agreement), and
  - 4) to take whatever actions that may be necessary to carry out the Employer's mission during emergencies.

Section 2. The right to make reasonable rules and regulations is considered an acknowledged function of the Employer. In exercising authority to make reasonable rules and regulations relating to personnel policies, practices and working conditions, the Employer shall have due regard for the obligations imposed by Title VII, Executive Partnership Orders and this Agreement.

Section 3. It is understood that the exercise of such rights may be subject to appeal and grievance procedures where applicable as prescribed by laws, regulations and policies, or appeal and grievance procedures agreed upon hereunder and as imposed by Title VII.

## ARTICLE 2

### MATTERS SUBJECT TO CONSULTATION AND/OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation or negotiation between the parties are personnel policies, programs and procedures relating to working conditions and conditions of employment as defined in Section 2, below, which fall within the authority of the Employer. Such subjects include, but are not limited to, pertinent aspects of occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, granting of leave, promotion plans, demotion practices, pay practices, reduction in-force practices, hours of work, and appropriate arrangements for employees adversely affected by the impact of realignment of work force or technological change.

Section 2. The Union has the right to negotiate on conditions of employment. The Employer shall submit in writing to the Union Business Manager any and all proposed changes regarding working conditions and conditions of employment. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters,

- a) relating to political activities prohibited under subchapter III of Chapter 73 of Title VII,
- b) relating to the classification of any position,
- c) to the extent such matters are specifically provided for by federal statute,
- d) relating to those rights and authority retained by the Employer in Article 1 of this Agreement; or
- e) which are the subject of any existing or future federal law or Government-wide regulations.

Section 3. It is further agreed that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in this Agreement does not alleviate the responsibility of either party to negotiate with the other on appropriate subjects as stated in Title VII.

Section 4. A point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement, or other matters involved in day-to-day relations between the parties shall be for the Union, the duly elected Business Manager or designees; for the Employer, the DDSP commander or designees.

Section 5. The Employer agrees not to enter into any discussion or agreement with Bargaining Unit Employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects the employee working conditions or condition of employment, or which in any way could be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.



## ARTICLE 3

### UNION RIGHTS AND RESPONSIBILITIES

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 1 & 2.

Section 2. The Unit to which this Agreement is applicable is composed of all non-supervisory Wage Board employees of the Defense Logistics Agency and the Defense Depot Susquehanna Pennsylvania (West Site).

Section 3. The Union reserves the right, and the Employer recognizes this right, to file complaints or formal grievances, relative to employee harassment or any violation of any U.S. Government regulation or federal law covering civilian personnel or any violation of this Agreement between the Employer and the Union. The Union has the right to obtain any documentation in accordance with 5 U.S.C. 7114 (b) (4).

Section 4. The Union and the Employer hereby agree to uphold 5 U.S.C., Section 7114. Included under this section is the Union's right to be present as a representative at any discussion between one or more representatives of the Employer, to include investigations by security, and one or more employees in the Unit or their representatives concerning any grievance or personnel policy or practices or other general condition of employment or any examination of any employee in the Unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 5. Management shall annually inform its employees in writing of their rights under Section 4 of this Article. Management will post this information in writing on all official bulletin boards and will maintain this posting until the next annual posting.

Section 6. The Union subscribes to and will adhere to and abide by the Standards of Conduct for Labor Organizations as promulgated in 5 U.S.C. Section 7120, as well as the AFL-CIO codes of ethical practice.

## ARTICLE 4

### TERM OF AGREEMENT AND METHOD OF AMENDMENT

Section 1. This Agreement shall become effective on the date of approval by the Head of the Agency or the 31<sup>st</sup> day following the date on which the agreement is executed by the parties, whichever comes first. It will remain in force and effect for three (3) years from the effective date and will terminate thereafter unless the parties have agreed upon an extension or served notice to renegotiate the Agreement. Nothing herein shall obligate the parties to begin renegotiations of this Agreement more than sixty (60) days prior to its anniversary date. When such notice is given, the parties shall agree on a date for the simultaneous exchange of the changes they are proposing to negotiate and renegotiate. If negotiations are in progress, the Agreement will remain in full force and effect until the renegotiated Agreement is consummated and approved by authorized officials. If the parties are at impasse, additional extensions may be requested and approved by either party.

Section 2. The Employer or the Union may at any time serve notice of intent to negotiate an amendment, or to supplement the existing Agreement. Any request for amendment shall be in writing, and must be accompanied by a summary of the amendment or amendments proposed.

Within fifteen (15) workdays of receipt of such requests, representatives of the Employer and the Union shall meet to negotiate the proposal, and no changes other than those covered by the summary shall be considered. Either party may be given a reasonable extension of the fifteen (15) day time limit. Agreement shall be evidenced by written amendment duly signed by both parties. No other type of change to this Agreement shall be recognized. The effective date of any amendment will be the date it is signed by the Employer representative and the Business Manager.

Section 3. Modifications or amendments to this Agreement may be required because of changes in applicable laws, rules, regulations or policies issued by higher authority. Effective date of modifications or amendments, required by higher authority, will be effective upon a receipt unless Impact and Implementation negotiations have been requested by the Union and in such case shall be effective when negotiations have been completed and duly signed by both parties. However, in the situation of a sudden or unforeseen event the Agency must be able to make the necessary modification or amendment.

Section 4. In the interest of maintaining a clear written Agreement, the parties agree to annually, on or about the anniversary date of the Agreement, meet to discuss any changes or amendments that have been reached during the previous year. If it is agreed upon that such changes or amendments have created a confusing written Agreement, the Agreement can be rearranged and reprinted to allow inclusion of the changes. Only changes and amendments that have already been completed will be considered for inclusion. This intent is not to reopen the Agreement for renegotiations, only for inclusion of changes previously agreed upon.

Section 5. Any local modification to this Agreement that is agreed upon by the Employer and the Union, will be posted on the official organizational bulletin board for information.

## ARTICLE 5

### PARTICIPATION IN WAGE SURVEYS

Section 1. DDSP recognizes LIU's rights to participate in local wage surveys, in accordance with all applicable laws.

## ARTICLE 6

### BOARDS AND COMMITTEES AND MEETINGS

Section 1. In order to ensure that the Bargaining Unit members are properly represented, the Union shall have the right to appoint representatives (a member and an alternate from different areas) designated by the Union, to all boards, committees and meetings, etc., which involve personnel practices and policies and conditions of employment that may affect Bargaining Unit employees. It is mutually understood and agreed that such appointees shall serve as regular members of the boards, committees, meetings, etc., but their participation will be limited to considerations affecting employees of the Unit.

Section 2. Semi-annually the Employer will provide to the Union a list of all boards, committees, meetings, etc., within DDSP.

Section 3. Official time for travel and the time for the boards, committees, meetings, etc., shall be granted for Union appointed representatives (member or alternate) to attend such boards, committees, meetings, etc., and for time to complete other functions directly related to the completion of missions promulgated from those boards, committees, meetings, etc. The Employer will make every effort possible to ensure that the member or alternate is available to be released.

## ARTICLE 7

### PLANT VISITATIONS BY UNION REPRESENTATIVES

Section 1. The Employer agrees to favorably endorse applications from authorized Local and International Union representatives for access passes to the activity 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 regulations and the provisions of this Contract.

Section 2. It is further agreed that the Employer will make every reasonable effort to ensure that the designated I.U. representatives shall not be unduly restricted for access to all depots and/or areas where bargaining unit employees may be located, i.e. automobile access stickers or photo identification pass, if required.

## ARTICLE 8

### UNION REPRESENTATION

Section 1. The Employer will recognize the stewards duly authorized by the Union. Stewards shall be so assigned as to assure each employee ready access to a steward.

- a) The Union may appoint one steward for each of the Employers first line supervisors.
- b) The Employer shall be informed of the steward designated to represent those employees regularly assigned to each first line supervisor.
- c) The Union may designate one additional steward for Saturday and Sunday. Shift stewards shall represent all employees on their respective shifts, but only on those specific days.
- d) To the extent possible, stewards shall be appointed from among the employees they regularly represent. Their activities shall be dedicated to these employees.
- e) The Employer shall not require stewards or other Union officials to perform representational functions outside their regularly scheduled tour of duty.

Section 2. The Union shall provide to the DDSP Commander and Program Manager of LMER, the names of the stewards assigned with the designation of the employees each steward is authorized to represent. The Employer shall be notified of changes in the steward designation within ten (10) workdays of the change. A list of all stewards, their extensions, and location shall be posted by the Employer on all official bulletin boards.

Section 3. The Employer recognizes the person identified by the Union as Chief Steward. The Chief Steward has the right to assist other stewards in the handling of actual and potential grievances and other matters of employee representation.

Section 4. Recognizing the mutual benefit of resolving issues at the lowest level possible, employees who have concerns or issues shall discuss the matter with their first line supervisors. In these discussions they may be accompanied and/or represented by their assigned stewards if they so choose. When representation is requested, the meeting will be arranged as soon as possible unless compelling work commitments dictate otherwise. In any event a meeting will be held before the close of the next business day at which all participants are available. The first line supervisor will coordinate with the employee the time and place of the meeting.

Section 5. Before leaving their own work areas, for the purposes of employee representation, Union Officials and stewards will notify their first line supervisor and state their business and destination. If the request is in connection with officially sanctioned representational functions, the representative's first line supervisor will arrange with the employee's first line supervisor a meeting at the earliest practicable time, but not beyond the end of the next business day at which all participants are available. If it is necessary for Union Stewards to visit another work area from that originally authorized, additional notification will be required as described in Section 6 of this Article. All time used by Union Stewards and Officials shall be kept track of on agreed upon logs.

Section 6. Before entering a work area or attempting to contact an employee for representational purposes, during the employee's duty hours, Union Stewards shall state their business to the employee's first line supervisor.

Section 7. Union Officials, the Chief Steward and other stewards shall be given a reasonable amount of official time to perform the following officially sanctioned representational functions:

a) Representing employees in;

- 1) Grievances and Arbitration
- 2) Response to proposed disciplinary actions
- 3) Preliminary discussions of disciplinary actions
- 4) Meetings between employee(s) and Employer representative(s)
- 5) EEO complaints
- 6) Statutory appeal rights
- 7) Meetings with employees or other Union Officials from the Local or International to investigate and/or prepare for any of the above
- 8) Any other representation right provided in the law or regulation specifically identified by the Business Manager or designee

b) Representing the Union in;

- 1) Grievances and Arbitration
- 2) Negotiations
- 3) Management meetings and management committees
- 4) Formal discussions by management officials with Bargaining Unit employees when discussions involve grievances, conditions of employment, working conditions, or personnel policies and practices

c) The time spent by Union Stewards and Officials in representational functions is to be determined in accordance with those regulatory controls established by the Office of Personnel Management, Federal law and this Agreement by balancing the potential impact on workload and the rights of employees to be represented.

- 1) The Employer will maintain and make available to the Union, upon request, a monthly accurate accounting of the amount of time used by name and code of the steward, using the time, number of hours used, and the date on which time was used. Any disputes over the accuracy of the accounting shall be addressed through the Business-Manager, or designee, and the DDSP Commander, or

designee, for resolution. In cases of suspected abuse of official time, the supervisor should discuss the matter with the Union Business-Manager.

- 2) The use of official time by Union Officials and stewards shall not adversely affect their performance appraisals or employment status, i.e. promotion, job retention, etc.
- d) The Business-Manager and two (2) designees shall be entitled to 100% official time to carry out Union responsibilities.
  - 1) The Employer shall not require any Union official to perform officially sanctioned representational functions, (as described in Section 7 a-b of this Article), outside his normal scheduled hours of duty.
- e) A one (1) hour monthly stewards update is authorized.

Section 8. It is further agreed that contact between representatives of the Employer at the Division level or higher and the LMER office and the Union will usually be with the Business Manager of the Union and/or someone designated to act for him. It is further agreed that arrangements for such meetings with representatives of the Union, who are not employees of the Unit, will be made in advance with the LMER office by the Business Manager. Nothing herein shall restrict representatives of the International Union from assisting Local Union Officers or stewards on specific problems.

Section 9. It is understood that employees may be accompanied in any discussions or meetings with management officials by their assigned steward or other designated Union Steward/Official, e.g. Workers Compensation meetings, Retirement counseling, etc.

Section 10. The Employer agrees not to temporarily or permanently assign any Union steward to a work area, site, shift, depot, tour of duty or hours of work different from that to which they are presently assigned without notifying the Business Manager of the Union and giving an explanation for doing so. In cases where other qualified employees are available to be assigned instead of the Union steward, it shall not be attempted unless the steward volunteers for such an assignment. Stewards shall be afforded every opportunity to volunteer for assignments along with all other employees.

- a) Union stewards are not exempt from mandatory overtime/premium pay assignments or from being identified as excess in their Job Title, Series and Grade thus being reassigned through an excess process or a Reduction in Force procedure.
- b) Management recognizes the right of employees to be represented by officials of their choice. In this spirit, management will not reassign union officials either arbitrarily or in retaliation for legitimate union-related activity, as described in Bargaining History "55". To the extent deemed feasible, management will not reassign those union officials who are on 100% official time. This, of course, is not intended to preclude reassignment or separation of union officials in the event of a RIF or for other bonafide reasons.



## ARTICLE 9

### DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to print copies of this Agreement in an agreed upon size print and in an 8.5 by 11 inch format. The Employer shall distribute this Agreement to all employees currently in the bargaining unit within forty five (45) days from the date of DOD approval of this Agreement and as well, to all employees who join the bargaining unit at the time of Depot in-processing or during a new employee orientation, whichever comes first.

## ARTICLE 10

### DUES DEDUCTIONS

Section 1. Bargaining Unit members of the Union may authorize pay allotments to cover Union dues and Union privilege premiums by filling out forms, SF-1187, in the Union office.

Section 2. The Union will submit processed SF-1187 forms to the Finance Services Division. The Employer shall date the SF-1187 as soon as it is received in Finance Services Division and payroll deductions of Union dues or Union privilege premiums shall begin with the first full pay period beginning after receipt of the SF-1187. If Union dues are currently being deducted from an employee's pay, no SF-1187 shall be required to begin increased deductions to cover Union privilege premiums. All that shall be required is a submission of an IOM indicating the amount and purpose of the increase, signed by the employee and Business Manager or Secretary/Treasurer and processed through the same channels as the SF-1187. The date of the employee's signature on the SF-1187 shall be considered the anniversary date for cancellation of dues withholding, unless the Union member's anniversary date has been subsequently changed as a result of internal Union practices. No such anniversary dates are germane to Union privilege benefits or premiums.

Section 3. After receipt by Finance Services, one (1) copy of the completed SF-1187 shall be returned to the Union Treasurer and one copy shall be returned to the employee.

Section 4. If the amount of regular dues is changed in accordance with its Constitution and by-laws, the Union will certify that amount of change in writing to the Finance Services Division. The Finance Services Division shall change the amount of withholding on the first full pay period for which deduction is made after the effective date of that change.

Section 5. The amount of dues deduction may not normally be changed more than one (1) time in any period of twelve (12) consecutive months. The amount of dues deduction may be changed more frequently by a mutual agreement of the parties.

Section 6. The Employer shall provide the Union with a list of each payroll deduction which identifies the Union, lists the names of each member who has authorized deductions with the employee's organizational code and the individual and total deductions. This list will also indicate pay/employment status of any entry that does not show the full amount deduction. No fee will be charged for this service.

Section 7. The Employer will remit the amount shown under Section 6 of this Article to the Union not more than three (3) workdays after each bi-weekly payday.

Section 8. The effective dates for the cancellation of Union dues deductions shall be the beginning of the first full pay period following the anniversary date subject to the provisions of Section 2 of this Article for employees whose SF-1188 has been received by the Payroll Division prior to the anniversary date in the year in which cancellation is to be effective.

- a) Bargaining Unit employees wishing to stop the pay allotment to cover Union dues must do so by completing a SF-1188, which must be obtained from the Finance Services Division.

- b) The Employer will discontinue payroll deduction of Union dues when:
- 1) The bargaining unit employee ceases to be a member of the bargaining unit or,
  - 2) When the Union notifies Finance Services Division that a member is suspended or expelled from the Union.
- c) The Employer will discontinue payroll deduction of Union privilege premiums upon written request from the employee and verification from the Union.

Section 9. Although it is the primary responsibility of the Employer to cancel allotments of Union dues when an employee is no longer in the bargaining unit or has properly processed a SI-1188, the employee has a duty to advise the Employer when dues allotments are erroneously withheld. There is no requirement to reimburse the employee for dues erroneously withheld and recoup the money from the Union.

Section 10. In the event of a temporary reassignment outside the LIU bargaining unit, individuals have the right to initiate a letter to the Finance Service Division requesting their LIU dues allotment to continue.

## ARTICLE 11

### JURISDICTION

Section 1. To the extent feasible and practical, management will assign Bargaining Unit work to Bargaining Unit employees. (I.e. Non-bargaining – GS/WS) To the extent feasible and practical, ongoing, continuous, or reoccurring Bargaining Unit work should not be performed by non-Bargaining Unit employees.

## ARTICLE 12

### EMPLOYEE RIGHTS AND PRIVILEGES

Section 1. Employees of the Unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such employees to assist any labor organization shall be recognized extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority except where such participation would result in a conflict of interest or be otherwise incompatible with law or the official duties of the employee.

Section 2. No bargaining unit employee shall be denied membership or be discriminated against with respect to Union membership because of race, color, religion, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

Section 3. Consistent with Title VII, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by any supervisor. Supervisors excluded from taking part in the management of a labor organization by reason of conflict of interest or other incompatibility with law or officially assigned supervisory duties may be members of the Union.

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 the employee for payment of dues through the mutually agreed upon dues withholding provisions of Article 10 of this Agreement.

Section 5. Each employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with the applicable laws, rules, regulations, and established policies and is not precluded from

- a) Being represented by an attorney or other representative (other than the Union) of the employee's own choosing in any grievance or appeal action; (as long as a Union waiver of representation has been approved by the Business Manager) or
- b) Exercising grievance or appellate rights established by law, rule, or regulation, except in the case of the negotiated grievance procedure contained in Article 26 of this Agreement.

## ARTICLE 13

### BASIC WORKWEEK AND HOURS OF WORK

Section 1. The basic workweek shall consist of five (5) consecutive, eight (8) working-hour days to be Monday through Friday. (Any other established workweek shall be considered irregular)

Section 2. The regular day shift shall be from 0715 to 1545. Regardless of hours of work, a thirty (30) minute non-paid lunch period shall be included in each workday, as close to the middle of the workday as is practicable and agreed upon. There shall be a fifteen (15) minute rest period during the first and second half of the regular shift for all employees of the unit. These breaks are to reduce the possibility of work accidents by reducing fatigue, to increase and maintain the high quality and quantity of work, and to protect the employee's health. Employees will be restricted to their assigned building during rest periods, unless granted permission to leave by their supervisor.

Section 3. The Employer agrees that irregular shifts and shift hours will be avoided to the fullest extent possible. All workweeks shall normally include at least one of the RDO's (Relief Days Off) being a Saturday or Sunday. Whenever there are reasonable alternatives, shifts will be arranged to avoid work on both Saturday and Sunday.

Section 4. Employees will be allowed a sufficient amount of time as required and agreed upon between the Union and the Employer, prior to meal periods and at the end of the workday, for wash up, decontamination, returning of tools, equipment and vehicles, cleaning of the work area, and returning to the work site or designated departure area.

Section 5. To the maximum extent possible, except when the Employer determines it would be seriously handicapped in carrying out its functions or that costs would be substantially increased the Employer agrees to consider other options so that work schedules would not have to change to avoid paying of overtime or travel pay.

The Employer recognizes the value of advance notification to the Union when planning to change the basic workweek, tour of duty, established shifts or hours of work. The Employer will give the Union notice of such change with as much advance notice as possible. The goal for such notification to the Union should be three (3) weeks under normal circumstances.

Section 6. Shift assignments shall normally be permanent in accordance with applicable regulations. Employees shall be given the opportunity to volunteer for changes in shift assignment before mandatory changes in shift assignments are made. Voluntary changes in shift assignment shall be made on the basis of seniority; involuntary and mandatory changes in shift assignments shall be made on the basis of inverse seniority. Seniority shall be determined by service computation date of employees in the same job title, series, and grade and lowest identifiable organizational element as the position to be filled through change in shift assignments.

Section 7. The Employer shall not make permanent mandatory changes to shift assignments if new employees are to be recruited to fill positions of the same title, series, and grade in the same lowest identifiable organizational element. Temporary mandatory shift changes pending recruitment and training of new employees shall be made on the basis of inverse seniority.

In the event that an employee is temporarily assigned to a different shift for more than forty-five (45) calendar days beyond the issue date of the referral list, the Employer will notify the Union and discuss additional procedures as necessary.

Section 8. The Employer recognizes the value of advance notification to the employee when planning shift changes. The Employer will give the employee as much advance notice as possible. The goal for such notification to the Union should be two (2) weeks under normal circumstances.

Section 9. The Employer agrees that records will be kept of shift assignments. Such information will be made available to the Union, upon request, to aid in resolving specific complaints concerning shift assignments.

Section 10. COMPRESSED WORK SCHEDULES:

- a) The employer hereby reaffirms the Command's commitment to uphold the law with regard to CWS. The Union and the bargaining unit employees agree to maintain an objective outlook toward CWS. When presenting issues to the Employer, mission workload requirements will be considered in balance with employee morale concerns.
- b) Establishment, disestablishment, and all related aspects of CWS, such as start and stop times and available RDO's, shall be accomplished at the Lowest Identifiable Organizational Element. The results of these decisions will be applied to all employees of said LIOE by their Service Computation Date.
- c) The following procedures will be applied when determining feasibility for those issues described in paragraph (b) above:
  - 1) Availability of RDO's on any given day will be tied to historical workload and availability of resources.
  - 2) When an RDO becomes available, (either new or vacated), it will be offered first to the most senior employee currently on a CWS, then to other employees on CWS in seniority order, and finally to non-participants in seniority order.
  - 3) If agreement cannot be reached on any of the issues stated above, a Union official will meet with Division level management to attempt a resolution.
  - 4) If no agreement can be reached at Division level, then the issue(s) will be forwarded to the Commander/Designee and the Business Manager/Designee.
  - 5) If no consensus can be achieved, then the matter will be presented in a mutually agreed upon dispute forum.
- d) A CWS shall consist of eight (8) days of ten (10) hours each, or eight (8) days of nine (9) hours each with one eight (8) hour day, within an administrative pay period.
- e) Unless the agency would otherwise be seriously handicapped in carrying out its function, or costs would be substantially increased, all employees shall have a minimum of two (2) consecutive RDO's within a workweek.

- f) An employee's participation in CWS is strictly voluntary and as such there are no "bumping rights" either on or off of CWS or in and out of an RDO.
  - 1) If a determination is made (for example) that the number of Tuesday RDO's must be reduced, only those employees with Tuesday RDO's will be effected. It will be determined what other RDO's are available and they will be offered to the effected employees in seniority order.
  - 2) When an employee on CWS *voluntarily* transfers to another organization where CWS currently exists, they will be regarded as a CWS participant, but must take an available CWS tour and RDO.
  - 3) When an employee on CWS is transferred *non-voluntarily* to another organization, they take their CWS and RDO with them. If this should cause an imbalance of RDO's within that organization, paragraph (c) above, will be followed.
- g) An employee is considered to be officially occupying a standard "core" eight (8) hour shift.
- h) A CWS must encompass the core shift, i.e., work earlier or later or both but not start later or get off earlier than the standard core eight (8) hour shift. This is not to imply a flexible work schedule.
- i) Employees who elect not to participate in CWS will work their standard regular hours.
  - 1) The implementation of CWS will not cause non-participating employees to have to change their work hours or workweek.
  - 2) Employees returning from a CWS to an eight (8) hour workday, have the right to return to the shift and workweek that they originally occupied unless, through standard established procedures, they have had a shift or workweek change during the time they were participating in CWS.
- j) When an employee has volunteered to work nine (9) or ten (10) hours per day on a CWS, that employee shall not be entitled to overtime pay for those 1 or 2 hours that exceed his standard core eight (8) hour workday. All other overtime and premium pay and differential rules apply.



## ARTICLE 14

### OVERTIME, HOLIDAY PAY, AND COMPENSATORY TIME

Section 1. An employee, if required to travel outside his regularly scheduled tour of duty, shall receive overtime/compensatory time in accordance with the Fair Labor Standards Act.

All Bargaining Unit employees who are on an approved paid leave status, during such shift assignments as would be paid a differential, shall be paid the differential along with their approved leave time in accordance with applicable FLSA provisions.

Section 2. Overtime assignments shall be distributed fairly and in accordance with the negotiated overtime administrative instruction.

- a) Failure to report for holiday work or overtime without an acceptable reason can be a consideration for a disciplinary offense.
- b) Employees once notified of an overtime or holiday assignment to be worked, must follow proper procedures for requesting leave, as if it were a regular shift assignment. See the Overtime Administration Instruction, Section 7.
- c) Prior to directing mandatory overtime or premium pay, consideration will be given to employees personal circumstances to include scheduled and/or approved leave. Procedurally, this would be handled like a normal leave request.
- d) For all overtime, call back or scheduled, worked not in succession with regularly scheduled hours of duty, employees shall receive at least two (2) hours of compensatory time or pay including any applicable shift premium or differential at the applicable rate if the employee cannot be utilized for the full two (2) hours.

Section 3. In the event that contiguous overtime is not possible then:

- a) Employees working overtime at the beginning or end of a regularly scheduled shift should normally be given a minimum of seven (7) hours non-paid break, between the overtime work assignment and the regular shift.
- b) The Employer will make every effort to ensure that all overtime assignments scheduled for the end of the workday are contiguous with the employee's regular scheduled workday, but will not exceed twelve (12) hours total unless a declared emergency (as defined in the Glossary) has been established.

**NOTE:** Exceptions to the above will only be allowed once the Union Business-Manager or designee has been consulted.

Section 4. Call back overtime means officially ordered, permitted, or approved unscheduled overtime assignments performed which requires telephonic communication to arrange with the employee and which requires the employee to return to his place of employment at a time outside his scheduled hours of work.

- a) At the time that seniority lists for overtime are prepared, each employee will be requested to indicate whether or not he wishes to be considered for call back overtime. Nothing herein shall preclude an employee from submitting or removing his name at a later date.
- b) While using the call back list, every effort will be made to offer overtime in a fair manner to all employees on the list. When a steward is available, he will be given the opportunity to be present when calls are made.

Section 5. Employees will earn compensatory time or overtime rates as well as any applicable premium or differential pay when required to perform training or travel outside their regularly scheduled hours of work in accordance with FLSA regulations.

Section 6. Whenever an employee fails to receive their full pay on time for holiday or overtime work, or fails to receive credit for compensatory time, the Employer will initiate documentation to correct the shortage within two (2) working days.

Section 7. COMPENSATORY TIME PROCEDURES:

- a) Employees may request compensatory time in lieu of overtime pay. Such compensatory time earned must be used within twenty-six (26) pay periods of the pay period in which it is earned. At the end of twenty-six (26) pay periods, any unused compensatory time will be paid as overtime at the overtime rate in effect at the time the work was performed.
- b) Compensatory time will be charged in lieu of overtime only at the request of the employee.
- c) When an employee desires to use compensatory time earned, they will follow the same procedures to request and be granted compensatory time off as requesting and being granted annual leave.
- d) Supervisors will normally grant an employee's request for compensatory time in lieu of overtime pay. Supervisors will not require an employee to accept compensatory time in lieu of overtime pay.
- e) Compensatory time balances will be reflected on the employees bi-weekly payroll statements.
- f) Employees may request conversion of earned Compensatory Time into overtime wages. Employees should be aware that if more than thirteen (13) pay periods have elapsed since the compensatory time was earned, the conversion must be processed by DFAS, and will take longer.

## OVERTIME ADMINISTRATION INSTRUCTION

### PURPOSE:

To provide a comprehensive system of administering the assignment of overtime to LIU Bargaining Unit employees.

**NOTE:** For the purpose of this instruction, overtime and premium pay assignments shall be considered the same. Employees selected to work overtime under these instructions implies that they are qualified to perform the duties of the overtime work assignment.

Section 1. An employee, if required to work outside his regularly scheduled hours of the day, whether within or outside his basic work week, shall receive compensatory time or overtime pay at no less than time and one half of the employee's hourly rate plus differential or additional pay to which the employee is entitled. An employee must have forty (40) hours in a paid status at the end of the administrative workweek in order to be compensated at the overtime rate. This requirement does not apply to the payment of differential or additional pay.

Section 2. Overtime assignments shall be distributed in accordance with Section 3 below to all employees in their job title, series, and grade within their lowest identifiable organizational element.

- a) In order to obtain sufficient numbers of volunteers, before making mandatory overtime assignments, the supervisor shall seek volunteers within title, series, and grade, within the lowest identifiable organizational element first, then within the next lowest identifiable organizational element, and so on. Once volunteers have been solicited throughout the highest level of the organizational element, that does not go outside the Bargaining Unit, Supervisors shall then solicit volunteers throughout the entire Bargaining Unit, (DDSP), before soliciting outside the Bargaining Unit or making mandatory overtime assignments.
- b) An employee who has requested and been granted light-duty status shall be exempt from performing overtime work, either voluntary or involuntary. For record keeping purposes, they shall be considered unavailable for overtime.

### Section 3. VOLUNTARY OVERTIME PROCEDURES:

Each organizational element shall maintain a roster of its employees, assigned or detailed, by Service Computation Date seniority order and in title, series, and grade pools. Overtime shall be offered to all employees on the roster starting with the most senior employee and descending through the roster until enough volunteers are obtained.

- a) A separate seniority list containing all wage grade employees by title, series and grade within the lowest identifiable organizational element shall be established for the purpose of keeping an accurate record of overtime offered and/or worked. This list shall be made available to the Union and/or the employees upon request.
- b) When an employee is notified of any overtime assignment at least one (1) workday prior to that assignment and declines, he will be charged artificial hours in the amount of hours offered. When an employee is notified of any overtime assignment in the same workday as the overtime is to be worked and the employee declines, he will not be charged any hours which were offered.

- c) When an employee works any overtime, (mandatory or voluntary), regardless of any notice, he will be charged the actual number of hours worked.
- d) Employees should notify management if they want to be considered for overtime when they are unavailable (leave, RDO, training, etc.) Management will attempt to contact those employees whenever possible when offering overtime (phone calls, messages).
- e) New employees entering the organization will be placed on the overtime list with an average of the hours worked between the lowest and highest employee's hours worked.
- f) If an employee is unavailable for overtime work for thirty (30) consecutive calendar days or more, that employee will be entered back on to the overtime list as a "new" employee.
- g) The overtime roster will be perpetual.

#### Section 4. SELECTION OF VOLUNTEERS:

- a) The Employer shall prepare a list of employees by Service Computation Date for each separate title, series, and grade in their lowest identifiable organizational element.
- b) During the first rotation through the list, offers of overtime will be made based on Service Computation Date. Where overtime is offered, the Employer shall annotate either the actual hours worked or the number of artificial hours as illustrated below:
  - 1) Employee is offered 8 hours of overtime and declines - Employee is charged 8 artificial hours.
  - 2) Employee is offered 8 hours of overtime and accepts. Employee reports and management subsequently cuts the overtime assignment short - Employee is only charged the actual number of hours worked.
  - 3) Employee is offered 8 hours of overtime and accepts. Employee reports and subsequently requests and is granted permission to leave early - Employee is charged a combination of artificial and actual hours totaling 8 hours.
  - 4) Employee is offered overtime in the same working day as the overtime is to be worked and declines - No artificial hours will be charged.
  - 5) Employee is "unavailable" - No artificial hours will be charged.
- c) After the first rotation, overtime will be offered to employees beginning with those who have the lowest number of hours (both actual and artificial) and continuing throughout those who have the highest number of hours (both actual and artificial). Where a tie exists, overtime will be offered to the senior employee by Service Computation Date.

#### Section 5. MANDATORY OVERTIME:

A separate seniority list of all wage grade employees by title, series, and grade within the lowest identifiable organizational element shall be established for the purpose of keeping an accurate record of mandatory overtime worked. Mandatory overtime shall be tracked by incident, and not hours. This list shall be made available to the Union and/or the employees upon request.

- a) Mandatory assignments shall be made on the basis of inverse seniority. The least senior employee shall be the first employee mandated and an indicator arrow shall move up the list ending with the most senior employee and then starting over at the bottom.
- b) Scheduled and approved leave shall take precedence over any mandatory overtime assignment from the end of the employees last regularly scheduled workday until the beginning of the employees next scheduled workday.
- c) If an employees name is skipped over on the roster a number one (1) will be placed next to the employees name. If the employee is skipped over again a number two (2) will be placed next to his name and so on. Before the indicator arrow is moved up the list, all employees with numbers will be mandated first and then the rest of the mandatory assignments shall be made following the provisions of paragraph a of this section.
- d) Regardless of where the indicator arrow is on the mandatory list or of how many employees have been skipped, the mandatory overtime roster shall start over again from scratch every October 1<sup>st</sup> of the year.
- e) A record of dates that an employee has been mandated to work overtime must be kept in such a manner that would allow a review for the past twelve (12) months.
- f) New employees will be placed on the mandatory overtime list by their Service Computation Date (SCD).
- g) In situations where it can be forecast that a probable mandatory overtime situation will occur:
  - 1) Management will publicize this probability.
  - 2) Individuals should be aware, every holiday weekend creates the atmosphere that mandatory overtime will be required.
  - 3) A cut off date for within an organization for volunteers for overtime will be established at least three (3) working days prior to the projected day the mandatory overtime will occur.
  - 4) Any internal organization volunteers after Tuesday will only be authorized to work to replace a mandated individual. If no mandated personnel are scheduled, the internal organization volunteer will not bump an outside organization individual who has been scheduled for voluntary overtime.
  - 5) If a volunteer becomes available, the last person mandated shall be the first person asked if they now desire to be off the overtime roster or not. If that individual elects to stay on the overtime roster, they are now in a volunteer status and the next person in order will then be offered the same opportunity. The first individual to accept being taken off the overtime schedule will return to their appropriate position on the mandatory overtime roster with this particular incident not being counted.

- h) A record of employees skipped over for mandatory assignments, must be kept with dates and reasons skipped for a review as in paragraph e of this section.
- i) If a supervisor feels it is necessary and if it can be justified, an employee can have action proposed for missing a mandatory assignment. The charge will be "Failure to work a mandatory overtime assignment".

Section 6. CALL BACK OVERTIME:

Call back overtime is described as a requirement for overtime that is not scheduled in advance and requires telephonic communication in order to bring an employee in to perform duties.

- a) A list will be established of interested employees who are willing to be called back for unscheduled overtime. An employee can add or delete his name at any time.
- b) While using the call back list every effort will be made to offer overtime in a fair manner to all employees on the list. When a steward is available, they will be given the opportunity to be present when calls are made.
- c) Call back overtime that is worked shall be recorded on the voluntary overtime list.
- d) Employees shall receive at least two (2) hours of pay or compensatory time including any applicable shift premium at the applicable rate for overtime if they are called in and cannot be utilized for the full two (2) hours.
- e) Employees cannot be forced to report when utilizing the call back list.

Section 7. FAILURE TO MEET OVERTIME OBLIGATIONS:

Once employees are notified that they are indeed working an overtime assignment, the assignment is to be looked upon as a regularly scheduled obligation.

- a) The procedure for calling off on an overtime assignment is different from that of a normal working day. If an employee is either unable to report, or unable to report on time, they must contact the supervisor of the area where they are scheduled to work within fifteen (15) minutes before to fifteen (15) minutes after their scheduled starting time. Failure to do so may result in a disciplinary action in addition to the administrative sanctions. In the case of tardiness, the supervisor (or their designee) may, at that time, decide whether or not the employee's services are still needed. In either case if the overtime assignment is not worked, it will count as one instance of "Failing to report for a scheduled overtime assignment".
- b) Supervisors suspecting the validity of an employee's request for excusal shall follow applicable rules for denial of leave or request for documentation.
- c) Employees who are repeatedly late for overtime assignments (without justification) can be subject to tardiness infractions and may be subject to disciplinary action.

d) VOLUNTARY OVERTIME: (FAILURE TO REPORT) Here are recommended guidelines:

- 1) First offense of failure to report for an overtime assignment. Supervisor prepares a "Memorandum for Record" of the incident.
- 2) Second offense of failure to report for an overtime assignment within ninety (90) days of the initial MFR. Supervisor prepares a "Memorandum for Record" of the incident and credits the employee with double the offered hours of artificial time and the scheduled number of hours for that day on the voluntary overtime roster.
- 3) Third offense of failure to report for an overtime assignment within ninety (90) days of the initial MFR. Supervisor prepares a "Memorandum for Record" of the incident and credits the number of hours scheduled for that day on the voluntary overtime roster. The employee is prohibited from working overtime for a period of ninety (90) days, excluding mandatory overtime assignments, from the date of the MFR for the last incident. Upon completion of this ninety (90) day period, the employee is added back to the voluntary overtime roster as a new employee, equal to the employee with the highest number of hours, plus one hour.

**NOTE:** It is understood that the employee and his supervisor will be given a copy of all "Memorandum for Records". Also, if an incident occurs outside of the ninety (90) days from the first incident, but within ninety (90) days of the second incident, the second incident becomes the first, etc.

Section 8. GENERAL:

The Employer will follow Section 3 of this instruction for making overtime assignments. The only exception would be when special training or special clearances are required to perform duties then these employees may be allowed to be used in their own overtime list if the following conditions are met:

- a) The employee must have some inclusion in a Position Description that sets them apart from other employees.
- b) Other employees with the same title, series, and grade within their organizational element shall be afforded sufficient opportunities to obtain the same training.
- c) The employer will not be allowed to make general observations of Position Description differences such as, Bin Operations Packers PD's read differently than IMC Packers PD's so therefore they are special and cannot work in each others areas.
- d) Employees will earn overtime rates or compensatory time as well as any applicable premium or differential pay when required to perform training or travel outside their regularly scheduled hours of work in accordance with FLSA regulations.

## ARTICLE 15

### ANNUAL LEAVE

Section 1. The Employer agrees to distribute annually by NLT 15 November, agreed upon DDSP/LIU Annual Leave Schedule Form, to be completed by each employee in each organizational element. The employees shall complete the leave schedule request by NLT 30 November (compensatory time excluded). Failure of the employee to return a leave schedule by 30 November will result in the employee's request being placed at the bottom of the seniority list for the first round of resolutions only, with the exception of unavailability of the employee such as leave, TDY, etc. The Employer shall resolve all conflicting leave schedules on the basis of seniority and request amended schedules from the affected employees for each round as may be needed to include coverage of all use or lose leave in accordance with the provisions of this article. The Employer shall notify all employees of final approval by NLT 31 December.

Section 2. Scheduled Annual Leave does not need to be subsequently requested. Employees have the right to report to work on days that they have scheduled and they do not surrender their right to their pre-approved status. If they wish not to complete the workday however, they must notify their supervisor at the beginning of the shift as to when they plan to leave or else they must request leave in accordance with unscheduled leave procedures.

#### Section 3. UNSCHEDULED LEAVE:

- a) Employees shall normally obtain prior approval of unscheduled annual leave from their immediate supervisors or his or her designees.
- b) Employees requesting annual leave for emergency purposes will notify their immediate supervisor or the supervisor's designee within two (2) hours after the beginning of the employee's regularly scheduled tour of duty. Approval of annual leave, if available, shall be granted to all employees without discrimination upon justification to the responsible supervisor of the urgency of the requirement and inability to request leave in advance. Granting of annual leave for emergency purposes will not be unreasonably withheld.

Section 4. Employees shall be afforded the opportunity to place on this Annual Leave Schedule, their preferences of vacation periods or any other periods of time consistent with their desires. The maximum number of hours of Annual Leave available, or that will be accrued during the leave year may be scheduled. It is agreed that consistent with workload requirements, the largest number of employees possible in each organizational element may schedule and have approved leave during the same period of time. Conflicts in the scheduling of leave on the original leave schedule shall be resolved by SCD seniority. Approved annual leave on the leave schedule form shall not be changed due to the subsequent request for leave by more senior employees. All other conflicting requests for Annual Leave, shall be decided on the basis of seniority regardless of the date on which the request was made. Limits for scheduled leave shall not be imposed on the duration of the employee's vacation request when the employee has sufficient annual leave to cover the request. The Employer shall not require an employee to submit any subsequent requests for approval of annual leave already approved on the DDSP/LIU Annual Leave Schedule Form. It is agreed that copies of approved individual leave schedules shall be furnished to the Union by 15 April.



Section 5. An employee may change the dates of his scheduled leave, provided the change does not adversely affect the approved leave schedule of other employees or interfere with work load requirements.

Section 6. No arbitrary number/percentage of employees shall be limited by the Employer to take leave. All approval of leave shall be balanced between the employees needs and workload requirements.

Section 7. Advanced (unearned) Annual Leave can be requested, provided that the number of hours requested does not exceed what will be accrued during the remainder of the leave year.

Section 8. The Management and Union agree to maintain an objective outlook regarding annual leave. When making the decision to approve or cancel leave due to an overriding exigency, mission workload requirements will be considered in balance with employee morale concerns.

Section 9. If, after consultation and/or negotiation with the Union, the Employer schedules a shut down of activities in any organizational element for any purpose of a temporary nature, every effort shall be made to provide work for employees on the basis of seniority within the affected organizational element. This section does not preclude the complete shut down of all organizational elements in the Bargaining Unit. The Employer agrees to advance Annual Leave in the amount that employees who cannot be provided work will accrue during the remainder of the leave year, or all affected employees may elect I.WOP status in lieu of Annual Leave during the entire shut down period.

Section 10. Since there is no obligation for the Employer to grant unscheduled leave, employees should schedule as much leave as they would forfeit at the end of the leave year if it were not used. For the purposes of avoiding forfeiture only the employee can schedule his or her own Annual Leave to avoid forfeiture.

Section 11. USE OR LOSE LEAVE:

- a) Supervisors and employees are required to work together in order to schedule all use or lose leave no less than three (3) pay periods prior to the end of the government leave year.
- b) Use or lose not scheduled at least three (3) weeks prior to the end of the Government leave year could be forfeited if not used by the end of the Government leave year.
- c) Restoration of forfeited Annual Leave will only be allowed if one of three conditions are met and the leave cannot be rescheduled:
  - 1) Leave is lost due to an administrative error;
  - 2) Leave is lost because of an approved exigency of service;
  - 3) Leave is lost because of illness of the employee when the leave was to be used.

Section 12. Employees are required to keep track of their Annual Leave balances to ensure that they have sufficient leave to cover scheduled absences. Failure to have sufficient leave while absent from work may result in AWOL and subsequent disciplinary action may follow.

Section 13. COMPENSATORY TIME:

- a) Compensatory time will not be included in the Annual Leave schedule.
- b) The employee may charge Compensatory Time in lieu of Annual Leave when available.
- c) The use of Compensatory Time will be requested in the same manners as unscheduled Annual Leave.

## ARTICLE 16

### SICK LEAVE

Section 1. Employees shall accrue Sick Leave in accordance with applicable law and regulation. Subject to the provisions of this Article, Sick Leave, if available, shall be granted upon request by employees when they are unable to perform their duties by reason of sickness, injury, pregnancy, or medical confinement; for medical, dental, or optical examination or treatment. Leave can also be obtained under the provisions of Family Friendly Leave Act (FFLA) and/or Family Medical Leave Act (FMLA).

Section 2. Sick Leave not previously scheduled shall be requested within the first two (2) hours of the employee's tour of duty unless there are circumstances which would prevent the employee from doing so. In any case, the employee must request sick leave as soon as circumstances permit.

Section 3. Employees shall be required to furnish a doctor's certificate<sup>1</sup>, upon the first day of returning to duty, for the following reasons only;

- a) For any absences of Sick Leave which exceeds four (4) calendar days.
  - Sick Leave status – defined as any leave status (Annual, Sick, or Compensatory leave) where the purpose for the absence is normally defined as Sick Leave in Section 1 above.
- b) When using LWOP for a Sick Leave absence.
- c) When returning to work following an absence due to a communicable disease of either the employee or a family member.
- d) When a request is of suspicious nature, an employee may be required to furnish documentation for that incident. (i.e., when an employee requests Annual Leave or Compensatory Time, and that request is denied, followed by a claim of need for Sick Leave).

**NOTE:** Supervisors and employees are reminded that they should be aware of the number of undocumented Sick Leave days used.

Supervisors shall notify Depot Security for the purposes of requesting an investigation and courtesy copy the Union and the employee with a copy of the written request. (Intent is to use security to investigate those incidents where there is potentially true incidents of illegal use of Sick Leave, i.e. fraud; individual had annual leave denied, called off sick; and information or evidence becomes available which would prove the individual was not truly in need of Sick Leave).

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<sup>1</sup> Employees are reminded that the most preferred form of medical documentation is the SF-71. Employees should make an effort to keep a SF-71 with them at all times.

Section 4. Except in emergency situations, employees shall not be required to report to a medical facility prior to being placed on Sick Leave, unless the illness or injury is suspected of being job-related. Employees who elect to go to the dispensary are not automatically relieved of requirement for documentation if they are under the conditions requiring the same. Such documentation shall be acceptable if provided by the Medical Officer if the documentation is specific and addresses in some manner incapacitation. If Medical Officer documentation simply instructs for individual to see family doctor, this is not acceptable/supporting documentation.

Section 5. At the initial time of notification to their supervisor that they desire to be placed on Sick Leave the individual is also responsible to provide a projected return to duty date that is acknowledged by the supervisor. If the individual cannot return on that estimated day of return to duty, they are responsible to re-contact their supervisor to update their status/situation and establish a new return to duty date.

Section 6. The Employer shall inform the employees of correct phone numbers that the employees will use for purposes of requesting unscheduled Sick Leave. Employees shall only be required to make one (1) phone contact<sup>2</sup> for requesting Sick Leave. The Employer shall then be responsible for contacting the employee for the purposes of verification of sick leave requests.

Section 7. Employees are encouraged and advised that they should use their Sick Leave conservatively and for legal purposes and to document all their sick absences.

- a) Unearned Sick Leave may be advanced to an employee in cases of serious illness or disability in accordance with the provisions of this Agreement and applicable laws, regulations and negotiated instructions.
- b) Employees are not assured to be granted LWOP or advanced Sick Leave if they run out of Sick Leave and become ill or injured. If an employee has a frequent short term Sick Leave usage history, that employee will not be assured of having advance Sick Leave or LWOP granted. The results could be AWOL and disciplinary action.
- c) Employees are advised that they are responsible for being aware of their own leave balances. Employees are further advised that under certain circumstances, Sick Leave gets automatically converted to Compensatory Time, Annual Leave, then to LWOP when they run out of Sick Leave. They should be aware that while using LWOP for sick leave purposes, a medical certificate is required. Failure to provide a medical certificate under LWOP conditions may result in an AWOL charge and possible disciplinary action.

Employees may also discuss with their supervisor other possible alternatives such as advance leave, Disability Retirement, Voluntary Leave Transfer Program, and the Family Friendly Leave Act (FFLA) and Family Medical Leave Act (FMLA).

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<sup>2</sup> Phone contact means leaving a message with a person or a recording device.

## ARTICLE 17

### LEAVE OF ABSENCE AND PERIODS OF LEAVE WITHOUT PAY

Absences can be charged to LWOP only when the employee specifically requests LWOP or when he has insufficient Annual Leave, Sick Leave, or Compensatory Time available to cover an approved absence. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension. It must not be confused with Absence Without Leave (AWOL) which is charged for unauthorized absence for which the employee's Sick Leave request was denied or unjustified.

The granting of LWOP is a matter of administrative direction. An employee cannot demand that he be granted LWOP except as follows:

- a) A disabled veteran must not be denied LWOP if necessary to cover an absence for medical treatment.
- b) A Reservist or National Guardsman must not be denied LWOP if necessary to perform military training duties.

LWOP should be granted only when it is apparent that it will result in increased job ability, protection or improvement in the employee's health, or the retention of a desirable employee. Circumstances in which the approval of LWOP would be appropriate include (but are not limited to) the following:

- a) Educational purposes when the course of study is in line with work performed with DLA and completion of the course would serve the best interests of DLA.
- b) Temporary service with a non-Federal or private enterprise when it will contribute to the public welfare or when the experience to be gained will benefit DLA.
- c) For recovery from illness or disability not of a permanent or disqualifying nature.
- d) For protecting an employee's status and benefits pending final action by the Civil Service Commission on his claim for disability retirement, after all Sick and Annual Leave have been exhausted.
- e) For protecting an employee's status and benefits pending action by Worker's Compensation on a claim resulting from a work-related illness or injury or during a period the employee is carried on the rolls while he is being compensated by Worker's Compensation.
- f) To avoid a break in service for employees who must relocate because of the transfer of the head of the household. Such employees are granted LWOP upon their request for a period of not more than ninety (90) calendar days when their placement elsewhere in the Federal service before the expiration of this period is anticipated.
- g) For service with a recognized employee organization.

h) For use in lieu of Annual Leave.

i) The Union may designate a reasonable number of employee members as delegates to any Union activity necessitating a leave of absence. Such employees will, after due consideration to the needs of the activity, be granted Annual Leave or Leave Without Pay.

j) The Employer agrees that requests for a period of Leave Without Pay from an employee of the Unit, for the purposes of conducting Union business may be submitted in writing, directly from the Business Manager of the Union to the Employer.

Accrual of leave, service credit, return to duty, pay entitlement, retention preference, and all other conditions of employment shall be subject to the provisions of applicable law and regulation. It is agreed that a decision made pursuant thereto by the Employer in individual cases will be discussed with the Union.

k) Leave Without Pay may be granted for the purpose of assisting or caring for mothers and/or children in connection with the delivery or adoption of children.

There is no maximum prescribed bylaw or regulation on the amount of LWOP which can be granted. Costs and inconveniences as a result of granting extended LWOP include encumbrance of a position, loss of services, complication of retention registers in event of reduction-in-force, obligation to provide activity employment at the end of the approved leave period, credit of six (6) months of each year towards retirement without employee contributions, and eligibility for continued coverage (without cost to the employee for up to one (1) year of nonpay status) under the Federal Employees' Group Life Insurance and Federal Health Benefits Act. These costs and inconveniences should be weighed against the benefits to be gained by granting LWOP.

LWOP is not granted to an employee who is being returned from overseas at Government expense for separation.

Supervisors authorized to approve Annual and Sick Leave determine, subject to any higher administrative approval required locally, when requests for LWOP for one (1) year or less may be granted. Initial grants of LWOP may not exceed twelve (12) months. If an additional grant is deemed justified, the employee's request for extension must be submitted to the Commander or his designated representative for prior approval. Extension beyond one (1) year is approved only when interests of the Federal service will be furthered, or when it is determined administratively that, because of unusual circumstances, the employee would be subjected to undo hardship if the extension were denied.

## ARTICLE 18

### HOLIDAYS

Section 1. The Employer agrees to authorize the use of Annual Leave to each Bargaining Unit employee on his/her birthday provided the employee has the Annual Leave to his credit.

Section 2. The administrative workweek begins on Sunday and ends on Saturday. Any non-scheduled workdays are considered RDO's. (Relief Days Off)

Section 3. When a Holiday falls on the employee's first RDO of the administrative workweek, they observe the next scheduled workday as the Holiday. When a Holiday falls on any other of the employee's RDO's of the administrative workweek, they observe the preceding scheduled workday. When the Holiday falls on one of their regular scheduled workdays, they observe the Holiday on that day.

For the purposes of clarification it is understood that, the following Holidays are actually on the day of the month that they fall, regardless of how they appear on a government calendar, subject to the provisions of this Article.

New Year's Day	January 1st
Independence Day	July 4th
Veterans Day	November 11th
Christmas Day	December 25 <sup>th</sup>

## ARTICLE 19

### ADMINISTRATIVE EXCUSAL

Section 1. Union officers and stewards may be excused without charge to leave or loss of pay to receive information, briefing or orientation determined by the Employer to be of mutual concern to the Employer and the Union. Such determination is typically provided at LMER (Labor Management Employee Relations).

Section 2. Excusal for such purposes will be requested as much as possible in advance and will include a complete agenda of those appropriate items to be discussed.

Section 3. On election days, in accordance with applicable regulations, the Employer agrees that when the polls are not open for at least two (2) hours, either before or after normal duty hours, the employee may be granted an amount of excused absence which will permit him to report to work two (2) hours after the polls open or leave work two (2) hours before the polls close, whichever requires the lesser amount of time. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him to vote, depending on the particular circumstances in his individual case, but not to exceed one (1) full day.

Section 4. The Employer agrees that whenever it becomes reasonably necessary to close the activity because of severe weather conditions or other emergency situations, an excused absence will be granted. The Employer will inform all employees in advance, if possible, by private or public media. The provisions of Section 4 of this Article, shall not preclude the Employer from making appropriate use of critical or essential personnel for the purposes of emergency operations, provided such conditions of performance have been included in an individual's Position Description and the employee's name must appear on the essential personnel list.

Section 5. When severe weather conditions or other emergency situations reasonable exist that have developed during the workday, and employees have safety concerns about traveling if base closure is not immediately pending, to the maximum extent feasible, management will allow employees to take Annual Leave.”

- a) If a base closure is decided upon after an employee has departed on Annual Leave under the conditions of Section 5 of this Article, the difference in time used between the base closure and the end of the employee's workday shall be converted to an Administrative Excusal.
- b) Employees who are on scheduled leave or call in to request leave and subsequently, the base closes during the employee's shift, will be carried under the leave that was requested providing that leave is available.

Section 6. Employees who are veterans may be excused for up to four (4) hours in any one day, without charge to leave, to enable them to participate as members of firing squads, pall bearer detail, or guards of honor in military funeral ceremonies for other veterans, provided prior notification has been given. Documentation from a duly authorized official is required to support the absence.



Section 7. Employees shall be entitled to attend National Guard or Reserve Drills. All other absences will be covered with Annual Leave or LWOP at the discretion of the employee.

Section 8. Employees who are members of an emergency rescue or protective service organization will identify their emergency service status annually to their immediate supervisor. Thereafter, Administrative Leave may be granted to an employee who can be spared, without interference to essential operations or to the security and safety of the installation, to participate in emergency rescue or protective work during an emergency (i.e. fire, LHM, flood, river rescue, or Civil Air Patrol search operations). Employees who have engaged in these activities during off-duty hours, during a period normally reserved for sleep, may be granted Administrative Leave for a portion or all of their next scheduled shift, if insufficient time was available for necessary rest and recuperation. Normally, this will not exceed eight (8) work hours. Consideration will be given to the fact that an employee may have worked up to and even into their regularly scheduled shift and that the employee may need their entire shift off for that day. Written verification from an appropriate official (i.e. fire chief, etc.) will be required to document the employee's participation in the emergency service. The amount of Administrative Leave granted for this purpose will not exceed forty (40) hours per calendar year.

**ARTICLE 20**

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## ARTICLE 21

### REDUCTION IN FORCE

Section 1. The Employer shall give the Union as much advance notice as possible, in any event no less than six (6) months, of an impending Reduction In Force, the necessity and reasons therefor. The Employer shall also inform the Union of the competitive levels affected and the probable number of positions affected in each level. The Union will be provided the opportunity to fully participate in all facets of the entire RIF process to include necessary training.

Section 2. The Employer will recognize the bumping and retreating rights of all employees, including those on approved Leaves of Absence, and will consider, in accordance with existing rules and regulations, seniority, veteran's preference, and group and subgroup in cases of Reduction In Force. When an employee receives a Reduction In Force notice, he shall be permitted to review retention lists, including the temporary employee lists pertaining to all positions for which he is qualified. An employee so affected shall have the right to the assistance of the Union when checking such lists. Upon request by the Union, a copy of all retention registers and initial lists used by the Civilian Personnel Office, for the reduction in force, will be furnished to the Union. It is mutually understood that such listings are not the official lists used to effect the Reduction In Force.

Section 3. Career or career-conditional employees separated by Reduction In Force will be given preference for returning from the Re-employment Priority List to the extent that all governing regulations permit or require. Within thirty (30) days of RIF separation, employees must apply for inclusion on the Re-employment Priority List (RPL).

Section 4. Career or career-conditional employees, prior to separation by reason of a reduction in force action, will be given priority consideration for placement in temporary positions for which they qualify. The acceptance or declination of such a position will not cause their name to be removed from the Re-employment Priority List or the priority placement list for permanent positions.

Section 5. Any permanent status employee who is separated because of a Reduction In Force action must request to have their name entered on any re-hiring list for temporary status positions. Acceptance or declination of such a position will not cause their name to be removed from the Re-employment Priority List or the priority placement list for permanent positions.

Section 6. Vacant positions for which recruitment is authorized will be filled to the maximum extent possible by qualified employees to avoid separation by Reduction In Force.

Section 7. Employees shall be given a reasonable amount of official time, consistent with management practices, for the purpose of checking into other employment, once they have received a RIF notice. The extent of official time to be granted will be subject to negotiations at the time of any RIF.

Section 8. An employee's entitlement to additional retention service credit for performance shall be based on the employee's three most recent ratings of record in the last four (4) years received prior to the date of issuance of Reduction In Force notices.

Section 9. All affected employees will be provided information on training and outplacement services as provided for by rules, regulations, and law.

## ARTICLE 22

### TRANSFER AND RELOCATION OF EMPLOYEES

Section 1. It is mutually agreed that the Employer shall assist any Unit employee in securing a job in another locality when it becomes necessary for him to move from the present area. Such assistance shall include, but is not limited to, furnishing to the employee a list of Government Activities in the new area, assisting upon request and without undue delay, the employee in the preparation of an application for Government employment, (SI' 171/O1'612, resumes, etc.) assisting in the preparation of personal letters in connection with employment at a new activity.

Section 2. When a Unit employee is found by the activity Medical Officer to be medically unable to perform the duties of his position description because of environmental conditions, and it is the opinion of the Medical Officer that such employee should relocate, the Employer agrees to initiate immediate action, upon the request of the employee, to attempt to effect a transfer to activities in the area(s) prescribed by the Medical Officer.

Section 3. The Employer agrees to grant, upon request, Annual Leave to a Unit employee for a period of fifteen (15) workdays, prior to the employee's resignation, if such leave is available and workload and staffing levels permit, providing the reason for the resignation is to relocate for medical reasons.

Section 4. The Employer agrees to consult with the Union upon request if leave, other than Annual Leave, is requested by an employee for the purpose of seeking employment.

## ARTICLE 23

### PERFORMANCE RATINGS

Section 1. The Employer agrees that when time standards, work measurements, or other means are used to determine the length of time required to complete a job, such standards should not be used as the sole criterion to judge the performance or output of an employee. It is agreed that the Union shall have the right to discuss the validity of time standards used in the Unit. It is not intended to limit management's determination of the standards to be used.

#### Section 2. DEVELOPMENT OF PERFORMANCE STANDARDS:

- a) Performance plans shall be developed individually between each employee and their first line supervisor in accordance with Agency regulations and OPM guidelines. Generic plans shall not be used unless it can be demonstrated by the Employer that the affected work unit could be rated as a group or it is determined the group is assigned to one (1) Position Description. The supervisor shall submit a proposed plan to the employee who shall then have five (5) working days to return it with comments if desired. They shall then negotiate an individually agreed upon plan and affix their signatures to it, prior to submission to second line supervision for review. If, for any reason, agreement cannot be reached at the time of the second meeting, the final determination will be made by the second line supervisor after discussion/explanation with the first line supervisor and the employee. All three will then sign the performance standards. Signing of the form by the employee does not indicate the employee agrees with the performance standards.
- b) Negative job performance factors such as error rates, on-time performance, and accuracy shall only be measured in terms of, and consistent with, stated agency goals if used as part of a critical element.
- c) Where used in a performance plan, the term "supervisory intervention" shall be defined as:
  - (1) Those instances where a supervisor deems it necessary to intervene in an employee's performance of ratable duties in order to correct a deficiency of which the employee clearly should have been aware.
  - (2) Questioning by the employee, clearly in excess of what is reasonable and necessary, of management concerning work related processes for which the employee is responsible.
  - (3) "Supervisory Intervention" shall not apply to any action which could be addressed as a disciplinary action.
- d) Performance standards not meeting these standards for legal sufficiency shall be grievable.

### Section 3. PERFORMANCE RATINGS:

- a) An employee's immediate supervisor shall evaluate and appraise the employee's performance. When there are indications that an employee's performance is less than satisfactory in any performance element, the supervisor will meet with the employee to discuss the employee's performance and determine the efforts and/or training required to improve the employee's performance.
- b) Supervisors shall meet with the employees individually to discuss their performance appraisal at the time the appraisals are given. This discussion shall be in private and employees shall be informed that they are permitted to add comments to the record if they object to any part of their appraisal. The employee's signature, in all cases, indicate only that the discussion took place and the rating was received. It does not constitute agreement with the rating.
- c) Any data used to assign a rating level in a critical element shall be shown to the employee upon request.
- d) Ratings below "Fully Successful" in any element shall be briefly explained in writing on the performance rating under "Supervisory Comments".

### Section 4. UNSATISFACTORY PERFORMANCE:

- a) When it has been determined that an employee's work performance is below fully successful or worse, the employee will be notified in writing of the unsatisfactory performance, what action must be taken to improve the performance to fully successful or better, and the assistance which will be provided by the Employer. An employee shall be given a minimum of sixty (60) days but not more than ninety (90) days in which to bring the performance up to an acceptable level. Employees shall have the right to answer the warning of unsatisfactory performance orally or in writing. The answer must be presented to the employee's first line supervisor within ten (10) workdays of the employee's receipt of the warning. Prior to answering the unsatisfactory warning, the employee shall have the right to review the performance appraisal file and the information on which the unsatisfactory warning was based. The employee may be represented by the Union in answering the unsatisfactory warning and reviewing the appraisal file and the information on which the warning was based.
- b) At the end of the sixty (60) to ninety (90) day warning period, a written appraisal of the employee's work performance shall be issued. If the performance has not improved to an acceptable level, the Employer shall give the employee a thirty (30) calendar day advance notice of proposed adverse action, which identifies:
  - (1) Where appropriate, specific instances of unsatisfactory performance by the employee on which the proposed action is based.
  - (2) The critical elements of the employee's position involved in each instance of unacceptable performance.

- c) It is agreed that the employee who is reduced in grade or removed because of unsatisfactory performance shall be informed in writing of his or her right to appeal the matter to the Merit Systems Protection Board under the statutory procedure of 5 U.S.C. 43.3 or under the negotiated grievance procedure of this agreement.

Section 5. GENERAL PROVISIONS:

- a) The application of performance standards to the employee's performance elements, and shall be grievable under the negotiated grievance procedure.
- b) Employees will be given a copy of their Position Description and the performance elements and performance standards that relate to their position at least ninety (90) calendar days prior to their initial performance rating. Changes in the employee's Position Description, performance elements, and performance standards shall be given to the employee in writing.
- c) Supervisors shall perform a mid-term review of employee performance following the procedures outlined for an annual rating of record. During this review, employees have a right to expect from the supervisor an explanation of how the employee can improve, if the employee is unhappy of the review results.

## ARTICLE 24

### DISCHARGE OF PROBATIONERS

Section 1. The employment of an employee serving a trial or probationary period may be terminated if the employee fails to demonstrate those skills necessary for satisfactory performance in his/her position or the employee may be removed from the position for such cause as will promote the efficiency of the Federal Service.

Section 2. Before discharge of an employee during trial or probationary periods, the employee shall be notified in writing as to why he is being separated and the effective date of the action.

Section 3. In accordance with 5 CFR 315.806, and employee may appeal (with some restrictions) to the Merit Systems Protection Board, the agency's decision to terminate him based on: discrimination based on partisan political reasons or marital status; on improper procedure; or discrimination based on race, color, religion, sex, or national origin; or age, or handicapping condition.



## ARTICLE 25

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary actions will be initiated solely for just cause and for the purposes of correction not punishment. If it is determined that informal action can resolve a problem, then no further action will be taken.

Section 2. The parties endorse the principle that like penalties imposed for like offenses, and the Employer shall be as consistent as possible when deciding on disciplinary or adverse actions. It is agreed that superficial consistency should be avoided and the Employer shall give consideration to all factors involved in deciding what penalty is appropriate including, not only the gravity of the offense, but such other matters as the existence of mitigating circumstances, the frequency of the offenses and whether the disciplinary action taken is appropriate in the particular situation.

Section 3. The Employer shall discuss with an employee the source of a disciplinary offense and suggest constructive ways to correct the offense before disciplinary action is taken. This discussion must be conducted in a private atmosphere.

Section 4. The Union shall have the right to be present as a representative at any examination or investigation (to include security investigations) of any Bargaining Unit employee by the Employer or a representative of the Employer.

Section 5. The Employer agrees to advise the employee in a notice of proposed disciplinary action of their right to Union representation when taking any disciplinary action. This does not negate the employee's right to request Union representation when being orally admonished.

Section 6. An employee shall be deemed to be orally admonished when the supervisor informs the employee that the discussion constitutes an oral admonishment.

Section 7. Written admonishments shall be signed as a record of receipt by the employee, held for six (6) months and then destroyed. Should the employee refuse to sign the letter, the supervisor will so state on the face of the letter accompanied by the signature of a witness. The letter shall inform the employee of the employee's right, to add or attach the employee's own comments to the letter of written admonishment. Letters of admonishment will not be made part of an employee's official personnel folder.

Oral and written admonishments are informal in nature and therefore shall not establish a prior offense when determining a remedy for future offenses.

Section 8. For the purposes of this Article, letters of reprimand, suspensions, removals and demotions are formal disciplinary actions.

Section 9. When the Employer has determined that a formal disciplinary action is to be taken, (with the exception of a letter of reprimand), the Employer shall hand deliver to the employee a written proposal, stating the specific reasons and the proposed remedy. The notice of proposed action shall designate the management official to whom the employee may reply to the proposal. It shall further advise that the reply can be orally and/or in writing, and shall indicate the time limits for receipt of the reply. The notice or proposed action shall state that any reply shall be considered before a final decision is made on the proposed action and shall advise the employee of the rights for Union representation. All proposed actions shall be initiated within time frames specified in the negotiated instruction and a copy shall automatically be sent to the Union.

Section 10. The Employer agrees to furnish an extra copy of the proposed adverse action to the affected employee if the employee so desires.

Section 11. It is further understood and agreed that the Union designee will serve as a representative of the employee when replying to a proposed adverse action, if requested by the employee. This shall not be construed in any way to negate the requirement that, if requested by the employee, a Union representative be present at all discussions on the proposed action requested by management with employee or vice versa.

Section 12. The fact that the Employer intends to take disciplinary or adverse action against an employee is considered to be privileged information between the Employer and the employee concerned. The affected employee will be advised of his/her right to representation by the Union even if only verbal conversation has taken place between an employee and supervisor.

Section 13. The Employer agrees to furnish the Union a copy of any decision covering proposals of disciplinary or adverse action. Such written notification will be furnished to the Union as soon as possible.

Section 14. The Employer agrees that the Union may have present a representative or an observer at all hearings, meetings, etc. held in connection with disciplinary actions. Further, said observer shall be afforded the opportunity to present into the record, the Union's views on this action. A copy of the transcript, if available, of any hearings or meetings shall be furnished to either party upon request. Further, any employee or supervisor has the right to request that a tape recorded transcript be taken at any meeting that is held in connection with any disciplinary action or any meeting conducted as a result of disciplinary action being taken. The Union as a co-equal party to the negotiated Agreement, share equal responsibility for the protection of any transcripts from unauthorized access or disclosure. In the event either party refuses the recording of a meeting then the refusing party will not be recorded however, the requesting party shall have the right to record their part of the conversation. The requesting party will be allowed to restate for the record any question/response of the refusing party.

Section 15. Once an employee receives any form of disciplinary action, be it informal or formal, and the Employer or higher authority subsequently rescinds that action, the Employer will take no further action stemming from that incident.

Section 16. It is agreed that when the Employer is selecting a charge to propose to an employee, the Employer will not engage in "Stacking Charges". Example:

Johnny leaves work 5 minutes early and yells obscenities at the supervisor while leaving.

The charges should not be stacked as follows:

- Leaving the job site without permission; and
- Failure to request leave in accordance with procedures; and
- Unauthorized absence of 1 work day or less; and
- Deliberate refusal to carry out any proper job-related order.

The official contemplating disciplinary action will choose the single most appropriate charge for the incident.

If dissimilar incidents are involved in one (1) act such as leaving early and yelling obscenities at the supervisor while leaving, then multiple charges may be appropriate.

Section 17. RECKONING PERIODS:

The following are reckoning periods for disciplinary actions:

Informal Actions	6 months
Letters of Reprimand	18 months

It is the current DDSP policy that the following reckoning periods apply to the disciplinary actions listed below:

Suspensions up to 14 days	2 years
Suspensions over 14 days	3 years

## ARTICLE 26

### GRIEVANCES

#### Section 1. POLICY:

This Article is intended to provide an orderly and exclusive procedure for the processing of all grievances of the parties and of Unit employees as specifically set forth in Title VII. In presenting their grievances, employees shall be assured of freedom from restraint, interference, coercion or reprisal for themselves, their representatives, and their witnesses. No employee, supervisor, or other management official shall attempt to induce another employee to withdraw or refrain from presenting a grievance on any basis except that of a satisfactory resolution.

#### Section 2. DEFINITION:

A grievance means any complaint;

- a) By a Unit employee or the Union concerning any matter not specifically excluded in Section 3 relating to the employment of any Unit employee or,
- b) By any Unit employee, the Union or the Employer concerning;
  - (1) The effect or interpretation or a claim of breach of this Agreement, or,
  - (2) Any claimed violations, misinterpretation or misapplication of laws or the Employer's rules and regulations affecting conditions of employment.

#### Section 3. SCOPE:

This procedure shall be the exclusive procedure available to Unit employees who seek redress of their grievances except as provided in Section 4 of this Article and it shall not apply to any grievances concerning:

- a) Prohibited political activities
- b) Retirement, life insurance, or health insurance
- c) Any examination, certification, or appointment
- d) Classification of any position which does not result in the reduction in grade or pay of an employee
- e) Complaints involving allegations of discrimination because of an employee's race, religion, sex, color, national origin, age, or handicapping condition
- f) Removal for failure to satisfactorily complete a trial or probationary period
- g) Actions directed by the Merit Systems Protection Board or Office of Personnel Management
- g) Matters not within the control of the Employer

- i) The content of the Employer's published policy (however, the application of the policy is grievable unless otherwise excluded under this Section)
- j) Non-selection for promotion from a group of properly ranked and certified candidates (however, if pre-selection can be reasonably proven, then non-selection shall become grievable)
- k) An action terminating a temporary promotion within a maximum of one (1) year and returning the employee to the position from which the employee was temporarily promoted or reassigned or demoting the employee to a different position that is not at a lower grade than the position from which the employee was temporarily promoted
- l) Non-adoption of a suggestion, or disapproval of a performance award, or other kind of honorary or discretionary award
- m) Preliminary notice of specific action which, if effected, would be covered under this procedure
- n) Termination of temporary appointments due to lack of work, lack of funds, expiration of appointment, and/or for just cause
- o) Oral and written admonishments (however, the charge used to support or to impose an admonishment shall be grievable)

Section 4. An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For purposes of this Section and pursuant to Section 7121 (e)(1) of the Act, an employee shall be deemed to have exercised his option under this Article when the employee files a notice of appeal under the appellate procedure or files a grievance in writing under the negotiated grievance procedure.

Section 5. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any question of grievability or arbitrability in accordance with this procedure. All disputes of grievability or arbitrability, unless otherwise settled, shall be referred to arbitration to be decided.

Section 6. REPRESENTATION:

In the presentation of their grievances, at all stages of the grievance procedure, employees have the right to be represented and/or assisted by the Union. However, any employee or group of employees in the Unit may present grievances to the Employer and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during all formal discussions and to state the Union's position.

Section 7. INFORMAL PROCEDURE:

Before initiating a formal grievance an employee must first present the grievance to his first line supervisor to attempt an informal resolution. Most grievances should be resolved at this level.

**NOTE:** Those grievances concerning a disciplinary action will start one level above the managerial official issuing the disciplinary decision.

a) Time Limits:

- (1) An informal grievance involving a particular act or occurrence should normally be presented within fifteen (15) calendar days of;
  - (a) The date of the act or occurrence, or
  - (b) The date on which the aggrieved employee first became aware, or could have been reasonably expected to know, of the act or occurrence, whichever is the latter.
- (2) The time limit will not exceed sixty (60) calendar days for presenting a grievance.
- (3) A grievance concerning a continuing practice or condition will be presented at the time the aggrieved employee first becomes aware of the situation.

b) Method: An employee must present a grievance under the informal procedure in writing, with a union representative present. The aggrieved employee must insure that his supervisor understands that it is, in fact, a grievance and is informed of:

- (1) The basis for the grievance along with a brief description,
- (2) The specific personal relief being sought,
- (3) The date of the act or occurrence giving rise to the grievance or the employee's first knowledge of same.

c) Decision: Within fourteen (14) calendar days of the presentation of the grievance, the aggrieved employee's first line supervisor shall complete an investigation and/or inquiry necessary to determine if a resolution of the grievance which is satisfactory to the aggrieved employee and consistent with sound management practices can be achieved and provide the aggrieved employee with a decision. This decision must be in writing, and the supervisor must indicate the basis for the decision and should establish a record of his efforts for future use should the grievance be formalized.

Section 8. FORMAL PROCEDURE:

If the grievance has not been resolved informally, the aggrieved employee may present his grievance formally as provided in this Section.

a) Decision Levels: The appropriate officials for the adjustment of formal grievances shall be as follows:

- (1) Step 1 - Branch Chief (second level supervisor)
- (2) Step 2 - Division Chief
- (3) Step 3 - Commander or designee

- b) In situations where the first line supervisor in the informal step is one of the above officials, the procedure for the adjustment of formal grievances will begin at the level immediately above that of the supervisor.
- c) Step 1:
- (1) An aggrieved employee shall present a formal grievance in writing to the official designated as the Step 1 decision level for the aggrieved employee's organization within 14 calendar days of the employee's receipt of the supervisor's decision on the informal grievance. The formal grievance must be signed by the grievant.
  - (2) Within fourteen (14) calendar days of the receipt of the written grievance, the Step 1 decision official shall meet with the grievant, and a Union representative and issue a decision letter. The grievant will be given an opportunity to state his position and offer documentary information.
- d) Step 2:
- (1) A grievance, which has not been resolved to the satisfaction of the grievant in the previous Step, may be presented to the Step 2 decision official for consideration. The grievance must be presented in writing within fourteen (14) calendar days of the grievant's receipt of the decision in the previous Step. However, the issue shall remain the same as originally presented in Step 1.
  - (2) Within fourteen (14) calendar days the Step 2 decision official shall conduct a hearing on the grievance and render a decision letter.
  - (3) Participants in the hearing will be the grievant, Union representatives and the official who rendered the previous decision. The participants of the hearing may be assisted by a LMER specialist. The hearing official will have a tape recorder to make a transcript of the proceedings. Through the presentation of documentary evidence and the testimony of witnesses, the grievant or his representative and the Step 1 decision official will present their respective positions. Both parties shall have the right to cross-examine or question the other parties' witnesses. Except for those grievances involving discipline, the grievant will make the first presentation and bear the burden of proving the affirmative of the issue. However, formal rules of evidence shall not apply. The Union's position on the grievance will be stated at the completion of the hearing.
- e) Step 3:
- (1) A grievance which has not been resolved to the satisfaction of the grievant in the previous step, may be presented to the Step 3 decision official for consideration. The grievance must be presented in writing within fourteen (14) calendar days of the grievant's receipt of the decision in the previous step. The issue shall remain the same as stated in step 1.

- (2) Within fourteen (14) calendar days the step 3 decision official shall conduct a hearing on the grievance. Participants shall be the grievant, Union representatives, the deciding official and a J.M.I.R representative. Through a review of all documentary evidence compiled to this time the grievant will present a position for the deciding official to make a decision on reconsideration over the previous decision.
- (3) The decision from the Step 3 official shall be final unless the Union indicates within thirty (30) calendar days of the receipt of the Step 3 decision, that the Union wishes the matter to be referred to arbitration in accordance with Article 27 of this Agreement.

Section 9. UNION AND EMPLOYER GRIEVANCES:

- a) Grievances of either the Union or the Employer may be submitted in writing to the Commander or the Union Business Manager, as appropriate. Within fourteen (14) calendar days of the receipt of the grievance, the parties or their representatives shall meet for the purpose of resolving the grievance and issuance of a decision. The decision will be final unless within fourteen (14) calendar days of the date of receipt of the decision, the aggrieved party requests that the matter be referred to arbitration in accordance with Article 27 of this Agreement.
- b) Union grievances are defined as those allegations of actions by the Employer, which violate the Union's statutory rights or disagreements over the interpretation and/or application of the Agreement and/or the Employer's policies, regulations or instructions.

Section 10. TIME LIMITS:

In situations in which either party is unable to process a formal grievance within the time limits required by this Article, the parties may agree to waive the time limit in question. All other time requirements of the formal grievance procedure will continue to apply unless the parties should again agree to waive time limits at a subsequent stage of the grievance procedure.

Section 11. The Union shall be given a copy of any decisions on grievances involving Unit employees.

Section 12. At any stage of the formal grievance procedure, the Employer agrees to produce, upon request of the grievant and/or the Union, all pertinent records insofar as permissible without violation of law. The Employer also agrees to produce all relevant employees/witnesses, at the appropriate steps of the grievance procedure, if requested, for the purposes of substantiating the contention or claims of the parties. If it has been requested and the witness refuses to appear at the meeting, all related testimony or statements supplied up until that point by that witness shall be disregarded and not taken into consideration. Employees who serve as witnesses shall suffer no loss of pay if otherwise entitled for so serving.

Section 13. The Union and the Employer agree that when several employees have identical grievances, where no individual variations are involved, the Employer, with the Union, will call the aggrieved employees together and the Employer, with the Union, will select one (1) spokesperson for processing the group grievance. The employees will be advised in writing that in processing one grievance for the group, the decision for the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record and when the decision is made on the grievance, each employee will be individually notified in writing and a copy of the decision will be sent to the Union.



## ARTICLE 27

### ARBITRATION

Section 1. If either party is not satisfied with the terms of the decision at a Step 3 formal grievance procedure, they may, within thirty (30) calendar days thereafter, make a formal request that the unresolved grievance or dispute be submitted to impartial arbitration.

- a) Within seven (7) workdays from the date of receipt of an arbitration request, the Union and the Employer shall meet for the purpose of reaching agreement on the need for arbitration, the selection of an arbitrator, and the determination of the issue to be submitted to arbitration. Unless otherwise agreed by the parties, the issue at arbitration shall be the same as the issue identified at the Step 1 of the formal grievance procedure.
- b) If agreement on the selection of an arbitrator cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of (5 or a greater odd number) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) workdays after the receipt of such a list. If they cannot mutually agree on one of the listed arbitrators, the Employer and the Union will each strike an arbitrator's name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. The first party to strike a name from the list will be decided by lot.

Section 2. ARBITRATION EXPENSES:

All direct fees and expenses in connection with the arbitration of a grievance shall be borne equally by the Employer and the Union. The arbitration hearing shall normally be held during the regular day shift work hours of the basic workweek of Monday through Friday, and all employees, their representatives, and witnesses shall, if otherwise entitled, be in a pay status while participating in the arbitration proceeding without charge to leave. RDO's will be changed when it conflicts with arbitration hearings.

Section 3. ARBITRATION DECISION:

The arbitrator will be requested by the parties to render his decision as quickly as possible. The decision may extend only to the interpretation or application of this Agreement, and not to changes or proposed changes to this Agreement, or to the interpretation of, or changes in regulations or policies of higher authorities. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. Such right is the prerogative of the parties to this Agreement. It is further agreed that while such arbitration will be binding upon both parties, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority within thirty (30) days after receipt of the arbitrator's decision.

Section 4. In attempting to resolve arbitrability disputes before invoking arbitration, either party may, within seven (7) workdays of the meeting to select an arbitrator, request an advisory arbitrability determination from the third party believed to have jurisdiction in the matter such as the Office of Personnel Management, Federal Labor Relations Authority, etc. In the event either party disagrees with the advisory opinion, arbitration procedures may be invoked within 15 workdays following the receipt of the advisory opinion.

Section 5. Where the parties agree on the arbitrator, the issue and the arbitrability of the issue, they may agree to submit the matter to expedited arbitration. The expedited arbitration hearing will be conducted as follows:

- a) Respective representatives shall state the issue and argument in support of their position
- b) Exhibits and evidence in support of arguments may be presented as necessary
- c) No briefs will be filed or transcripts made
- d) Formal rules of evidence will not apply
- e) All testimony will be given under oath
- f) Arbitrator is responsible for conducting a fair hearing and allowing both parties to present relevant evidence
- h) Arbitrator may issue a bench decision at the hearing
- h) The arbitrator will issue a written decision with a brief explanation of the basis for the decision within five (5) calendar days of the hearing.

Section 6. Modifications or additions to the expedited arbitration procedures may be agreed upon by the parties.

## ARTICLE 28

### UNFAIR LABOR PRACTICES

Section 1. The Employer and the Union will refrain from engaging in those activities in Section 7116 of Title VII.

Section 2. Should either party allege that the other party is engaging in an unfair labor practice, a written notice will be given to the other party identifying the unfair practice.

Section 3. Within ten (10) workdays of the receipt of the notice, representatives of the parties will meet to conduct a thorough discussion of the practice, unless an extension has been granted by the charging party, and the result of any investigations conducted, review the facts, and attempt to reach an acceptable resolution or adjustment of the matter. If the charged party has not made arrangements to meet within the ten (10) workdays or any extension, the charging party will receive a temporary return to status quo, until formal resolution of the U.I.P.

Section 4. If the matter is not resolved at the initial meeting, the charging party may proceed with the formal charge.

## ARTICLE 29

### CHANGE IN JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. All employees in the Unit shall be afforded the opportunity to consult with the Employer and the Union for the purpose of reviewing their job descriptions or classification for any alleged inaccuracies. Such employees are entitled to Union representation or assistance in discussing the above with the Employer, in reviewing their position classification standards or classification definitions that pertain to their position or classification.

Section 2. Upon request by the employee or his representative, the Employer will produce classification standards and job descriptions for his job. The information will include how the grade was established, the type of work to be performed and the skills required. If mutually agreed that the descriptions are inaccurate, corrective action will be taken.

Section 3. The Employer shall notify the employee in writing of any anticipated change of the duties of his Position Description.

Section 4. It is agreed that the Employer will provide the Union within three (3) working days, notification of receipt of new position classification standards which effect any position in the Unit and make them available for review, in the Personnel Office.

Section 5. It is further agreed that the Employer shall complete a review of each effected position within ninety (90) days of receipt and shall notify the Union in writing within seven (7) calendar days after completion of the review of their official findings. If the Employer cannot complete the review within ninety (90) days, the Union shall be so notified in writing as to the reason and the anticipated date of completion. The Union may submit pertinent data to the Personnel Office staff within thirty (30) days of the date of the notice to the Union that the Employer has received new standards. The Employer further agrees to complete appropriate personnel actions, if any, not later than the second pay period following reclassification action provided the positions are upgraded.

Section 6. The Employer agrees that when an employee believes they are performing duties of a higher level than his/her classification calls for, and he/she is required to perform these higher level duties on a continuing or reoccurring basis, the Employer will rewrite or amend the Position Description to include the higher level duties being performed. This revised job description will be submitted to the servicing Personnel Office for a Position Review (Desk Audit).

Section 7. The clause, if found in job descriptions to the effect, "performs other duties as assigned", will be replaced by the clause, "performs related duties as assigned", as job descriptions are written or rewritten. If there are job descriptions or performance plans that are missed for this correction, it will be assumed the language is intended to read "performs related duties as assigned".

**ARTICLE 30**

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## ARTICLE 31

### PERMANENT ASSIGNMENT OF EMPLOYEES

Section 1. The following procedures will be followed in connection with permanent reassignments of employees from one organization to positions of like title, series and grade in another organization.

- a) Before making any assignments, Management will first determine the gaining and the losing organizations, and the number of positions affected, and will inform the Union of this determination.
- b) The gaining organizational element will first determine the position to be filled including the tour of duty/shift. This staffing decision will not be modified unless an appropriate mission reason exists. All qualified employees of the same job title, series, and grade within this element regardless of shift will be given an opportunity to volunteer for the vacant position. Selection will be made on a seniority basis. Following this voluntary placement process, the gaining organizational element will accept assignments from an outside organizational element to fill the position. However, if the assignment is involuntary, the directed employee (non-volunteer) will immediately be placed into the gaining organizational element's seniority roster to determine what duties/shift the directed employee is assigned to.
- c) All qualified employees of the same job title, series, and grade within the losing organizational element will be given an opportunity to volunteer for the position. Management will inform all potential volunteer employees of the location and duties/shift of the position as well as the date the assignment will begin. Volunteers will be selected on a seniority basis. A volunteer will be placed in the open position of the gaining organizational element, including the tour of duty/shift, regardless of his/her former status or seniority. After assignment, the volunteer employee may invoke his/her seniority for any future realignments/vacancies. Should there be no volunteers, assignments will be directed on an inverse seniority basis. Once the number of employees have been determined that are going to leave the losing organization, that number will not be modified for the duration of this staffing action.

Section 2. The Employer recognizes the right of the Union to raise questions under this Agreement with respect to alleged improper assignment of employees.

Section 3. The Employer agrees that Unit employees should be assigned to work appropriate to the job description, but in the event that it becomes necessary for a first line supervisor to temporarily assign employees to work of a lower grade level than the employee's job description or where the work is appropriate to the job description but is unusually dirty or arduous, the Employer will make every effort to distribute these assignments fairly and impartially among those employees regularly assigned to that first line supervisor.

Section 4. To the extent feasible and practical, the Employer agrees that licenses to operate material handling equipment will be issued to those employees required to operate the equipment in the performance of those duties to which they are regularly assigned and which duties are included in their position description. To the extent feasible and practical, the Employer will insure that no employee will operate any equipment/MHE without being properly licensed.

Section 5. When the supervisor determines that employees must be moved on a permanent basis to another work area, within the same supervisor's area of responsibility, seniority within title, series and grade will be followed by soliciting for volunteers and then assigning by inverse seniority, ensuring qualifications for the assignment are met.

Section 6. The Employer agrees not to permanently assign any Union Steward to a work area, site, shift, depot, tour of duty, or hours of work different from that to which they are presently assigned without notifying the Business Manager of the Union and giving an explanation for doing so. See Article 8, Section 10 of this agreement for further information.

## ARTICLE 32

### TEMPORARY ASSIGNMENT OF EMPLOYEES

#### Section 1. LOANING OUT OF EMPLOYEES:

The Employer agrees that when it becomes necessary to involuntarily temporarily loan-out an employee of a particular job title, series and grade from his/her regularly assigned first line supervisor to a job of the same title, series and grade under another supervisor for any period up to a maximum of five (5) workdays, it shall be done on a rotational basis initially starting in inverse seniority order. It is also agreed that if an employee volunteers for a temporary loan-out, this will not affect his rotational position on the seniority list. Supervisors are responsible for seeking volunteers for loan-outs before resorting to involuntary loan-out.

- a) A supervisor's area of responsibility cannot be changed for the purposes of avoiding a loan-out. Changes in supervisor's area of responsibility will be negotiated for impact of loan-out procedures.
- b) Any loan-out of over five (5) workdays will be considered a detail and treated as such.
- c) Each change of supervisors' areas of responsibility will be accredited as a loan out and procedures will be complied with. Subsequent loan-outs within the same day are only counted against the original loan-out.
- d) The loan-out assignments roster, will be a perpetual living document not to be started over or recycled. New employees will be placed on the roster by SCD.
- e) Employees requesting unscheduled leave after being notified of or having been loaned out, must make their request of the gaining supervisor (the supervisor that they have been loaned to). Any leave granted will be contingent on the employee having the leave to cover the absence.

#### Section 2. DETAILS OF EMPLOYEES:

A detail is defined as a temporary assignment of an employee to a different position or set of duties for a specified period of time. The employee is not officially placed in another position, but continues to occupy his/her position of record.

- a) No employee will be detailed to duties other than his/her own for a period of more than 29 days without documentation being placed in his/her Official Personnel Folder. Employees shall have the right to record all periods of detail on a SF 171-A or 172, which will be filed in the employees' Official Personnel records.
- b) The assignment or detail on a continuing basis of an employee to another position or set of duties, to perform duties not covered by his/her official position description, shall not exceed the initial detail period up to a maximum of 120 consecutive days without prior approval before the initial 120 days begins and not without notifying the Union for I&I negotiations e.g., rotation of employees, etc.



c) All details to positions or duties other than those contained in an employee's official position description shall be made in writing. The written notice shall identify the employee being detailed by name, job title and grade and organizational code; the position or duties to which the employee is being detailed by job title and grade and organizational code; and the period of time for which the employee is being detailed, including the beginning and ending dates. Written notification of detail shall be given to the employee no later than the end of the workday following the beginning date of the detail.

- 1) Detail of employees to other sites under the Employer's jurisdiction, to perform duties whether within or outside of an employee's position description, shall also be documented in writing as described in paragraph c) of this Article. Such documentation shall be given to the employee 7 days in advance of the assignment. If a situation exists that the 7-day advanced notice compliance would cause a work stoppage, because of an unexpected work requirement, the Union will grant an exception, provided the Employer contacts the Business Manager and explains the reasons for inability to comply.
- 2) Employees who are detailed to other sites are subject to the working conditions of that site however they retain all rights of this bargaining unit including the right to be represented by this Union.

d) Employees may use copies of written notices of details to verify such details claimed on Personal Qualification Statements, SF 171.

### Section 3.

- a) When the supervisor determines that employees must be moved on a temporary basis to another work area within the same supervisors area of responsibility, seniority within title, series and grade will be followed by soliciting for volunteers and then assigning by inverse seniority, ensuring qualifications for assignment are met.
- b) The Employer agrees not to temporarily assign any Union Steward to a work area, site, shift, depot, tour of duty or hours of work different from that to which they are presently assigned without notifying the Business Manager of the Union and giving an explanation for doing so. See Article 8, Section 10 of this agreement for further information.

## ARTICLE 33

### TEMPORARY PROMOTION

Section 1. A temporary promotion is defined as a temporary assignment on a continuing basis, for a period exceeding the basic workweek of the employee, to a position which is higher graded than that which the employee is officially occupying. Such assignment shall entitle the employee to the salary of the higher level position once the basic workweek has been exceeded by the employee in the position.

Section 2. All temporary promotions, which will exceed 120 calendar days (or the cumulative total, including prior temporary promotions to higher graded positions during the preceding 12 months), must be made under the applicable competitive Merit Promotion procedures.

Section 3. Providing an employee meets all qualification requirements, temporary promotions may be used in any situation where there is a temporary need to fill an established position for a period of more than the employee's basic workweek.

Section 4. The Union will have the opportunity to negotiate with regard to rotation of employees for all temporary promotions of 120 days or less.

Section 5. All temporary promotions shall be made in writing. The written notice shall identify the employee being promoted by name, job title and grade and organizational code; the position to which the employee is being promoted to by job title grade and organizational code; and the period of time for which the employee is being promoted, including beginning and ending dates. Written notification of temporary promotion shall be given to the employee no later than the end of the workday following the beginning date of the promotion.

## ARTICLE 34

### MERIT PROMOTION

Section 1. The Employer and the Union will agree upon a method by which vacant positions are to be filled. The provisions of this Article apply only when the Employer elects to fill a vacant position through Merit Promotion procedures. Nothing herein requires the Employer to continue the Merit Promotion process through to completion or precludes the Employer from filling vacant positions from any other legal and negotiated upon appropriate source.

Section 2. No tests will be used in determining minimum eligibility unless required or approved by the Office of Personnel Management or Federal law.

Section 3. The index of JOA's shall be posted on all official bulletin boards and updated not less than weekly.

- a) Job Opportunity Announcements will be open to the acceptance of applications for a minimum of fourteen (14) calendar days.
- b) Employee's may request hard copies of any JOA or Help Wanted from their supervisor. Such copies will be provided as soon as practicable.
- c) Job Opportunity Announcements shall contain a statement listing the criteria used for determining minimum eligibility and the source of such criteria.

#### Section 4. APPLICATIONS:

- a) Employees are encouraged to review and update the SF-171 in their OPF to reflect transcripts, certificates, and diplomas for any accredited post high school education or training claimed using either form SF-172 or OF-612.
- b) Where required by Job Opportunity Announcement and requested by the employee, the first line supervisor shall complete an employee's Supervisory Appraisal by the closing date. Where the employee gives written notice at the time of application for promotion that the first-line supervisor has failed to complete the Supervisory Appraisal, the Civilian Personnel Office shall notify the Employer. Evaluation of candidates by panel members will be deferred until the employee's first line supervisor has completed and submitted the Supervisory Appraisal.

Section 5. A copy of all Merit Promotion Certificates for LIU bargaining unit position vacancies shall be provided to the Union at the same time they are provided to the selecting official.

Section 6. Bargaining Unit employees selected for Bargaining Unit positions must be released by the end of the first full pay period following the notification of the releasing organization by the Civilian Personnel Office.

Section 7. All certified employees considered for a Job Opportunity Announcement shall be notified in writing as to their selection or non-selection to the position.

## ARTICLE 35

### SAFETY AND HEALTH

Section 1. The Employer shall provide and maintain safe working conditions for all employees in accordance with applicable laws, regulations, OSHA Standards, and locally negotiated instructions. The Union will cooperate to that end and encourage employees to work in a safe manner.

Section 2. The Employer shall promptly notify the Union in writing of all serious (lost time) occupational accidents that occur.

Section 3. No employees shall be required to work where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices to be furnished by the Employer.

Section 4. The Employer agrees to appoint, from a list of Union nominees, two (2) employees as members of a Safety and/or Health Committee, Council or Board.

Section 5. Normally, employees shall not be required to work alone in an area. When employees are required to work alone, they shall mutually arrange with their supervisors a reasonable procedure for periodically checking on their well being.

Section 6. If not already provided, during inclement weather, the Employer will arrange space indoors for lunch and breaks in order that employees may eat and rest in comfort.

- a) Personal relief breaks, other than those that are listed in this Contract, shall be condoned, (in accordance with locally negotiated instructions), by the Employer to the exclusion of excessiveness or abuse.

Section 7. The Employer shall furnish employees tools, proper personal safety equipment, make foul weather gear available for employees required to work outside in inclement weather, and protective clothing for employees assigned to extremely dirty or hazardous work (to include protective footwear) or make arrangements for reimbursement for the purchase of the above listed items.

Section 8. It is agreed that all work areas shall be well lighted and ventilated.

Section 9. Each employee shall be fully briefed on his/her rights under existing laws of Federal Employees' Compensation as soon as practicable after an injury that will cause lost time. The affected employee shall have the option to elect either Sick, Annual Leave, Compensatory Time, or Leave Without Pay or what is commonly referred to as K-leave (Continuation of Pay/COP) and claim compensation in cases of traumatic injury. The affected employee shall have the option to elect either sick or Annual Leave, or Leave Without Pay and claim compensation in cases of traumatic injury. The employer will train and update a reasonable number of Union appointees for the purposes of additional employee assistance.

Section 10. The Employer shall make every effort to assign employees to limited duties when such limitations are substantiated by medical certification.

Section 11. The Employer agrees to assist employees to their fullest extent possible in filing claims for compensation for occupational injury/illness or for personal articles damaged while performing job related duties. The Employer shall assist employees in the disposition of said claims, when requested.

Section 12. It is mutually agreed by the parties that no employee should have to choose between his job and his safety. Employees have the right to refuse a dangerous work assignment if all of the following conditions exist:

- a) The employee has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger
- b) The employee has asked the Employer to eliminate the danger, if possible, and the Employer failed to do so
- c) The danger is so imminent that it cannot be eliminated quickly enough through normal Occupational Safety and Health Act enforcement procedures
- d) The employee has no reasonable alternative.

Section 13. An employee who believes he/she must refuse unsafe work (under the provisions of Section 12 above) should:

- a) Calmly tell the supervisor exactly why he/she thinks there is a danger and ask that it be abated;
- b) If possible, discuss the hazard with co-workers and a Union steward;
- c) Make clear to the supervisor that he/she is refusing the assignment because of imminent danger and not for any other reason (the Union should be notified and given the opportunity to attend any such meeting);
- d) Offer to do the job once it can be made safe, and offer to do other safe work in the meantime;
- e) Remain at the job site unless ordered to do otherwise by the supervisor.

Section 14. Employees who refuse dangerous work under the conditions described in Section 12 of this Article, shall not be punished or discriminated against in any way by the Employer. If the Employer takes action against the employee for refusing to perform assigned duties and the Occupational Safety and Health Act or an authority higher than the Employer later rules that the assignment would have placed the employee in imminent danger of death or serious physical injury, the action shall be rescinded.

- a) Having exhausted reasonable efforts to make the worksite less hazardous, any employee has the right to make the following contacts, on government time, without interference from the Employer;

- (1) Safety Office
- (2) Commander's Hot Line
- (3) OSHA

Section 15. To insure the highest possible degree of safety, all employees engaged or working in a foot hazardous environment will be required to wear approved foot protection while in the foot hazardous area. The Employer agrees to reimburse or provide for employees required to wear foot protection up to the negotiated amount. See the Safety Shoe Disbursement Agreement for the amounts authorized and the requirements.

Section 16. USE OF PROTECTIVE CLOTHING:

- a) If any employee is required to work with contaminated material or in contaminated areas, the Employer will provide facilities to change into the protective clothing and removal/decontamination upon completion of such work.
- b) The Employer will provide POV parking reasonably near such change/decontamination facilities.
- c) No POV will be used in the movement of employees between the change/decontamination facility and the contaminated work area.

## ARTICLE 36

### ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Union and the Employer agree that authorization of payment of environmental differential pay to all employees when they are exposed to various degrees of hazards, physical hardships, or working conditions of an unusual nature, shall be made in accordance with 5 CFR 532.511.

Section 2. Environmental differential payments shall be computed and made in accordance with applicable regulations on pay administration.

## ARTICLE 37

### PARKING AND USE OF PRIVATE VEHICLES

Section 1. The Employer shall provide vehicle parking within the compound adjacent to the work location, or as close as possible, free of charge for all Bargaining Unit employees. The Employer shall provide one (1) reserved parking space adjacent to the main entrance of the Headquarters of all parties to this Negotiated Agreement and one (1) parking space in proximity of the entrance of each division level organization, as well as five (5) spaces in front of the Union office for Union use.

Section 2. Employees shall be permitted to carry personal property in their vehicles within the compound with the exception of the following items:

- a) Weapons
- b) Alcoholic beverages
- c) Narcotics
- d) Explosives
- e) Cameras, except with the permission of the Employer.

Section 3. Employees shall have the right to register for base access up to three (3) vehicles that they or members of their family legally own.



## ARTICLE 38

### GENERAL PROVISIONS

#### Section 1. EMPLOYEES WITH THE SAME SENIORITY:

- a) If a situation arises where two (2) or more employees have the exact same seniority, a drawing will be conducted to determine the seniority of these employees. The drawing will be accomplished by placing the names of the affected employees in a container and the names drawn out to establish seniority. The first name drawn will be declared the first senior, the second name the second senior, and so on. The affected employees are encouraged to be present when the drawing takes place. However, a Union representative will be required to be present.
- b) The seniority determined by the drawing will apply only to the particular situation that necessitated the drawing. If another situation arises where employees of the same seniority are involved, the same above procedure shall be used.

Section 2. The Employer agrees to provide a 4' x 4' bulletin board for Union use in each central work area. These boards shall be placed in the most common indoor areas frequented by the majority of the work force engaged in duties in those areas. The Employer agrees that the Union bulletin boards shall not be obscured by any objects. The Union bulletin boards are to be used only by the Union.

Section 3. The Employer agrees to provide and maintain in good condition sanitary wash rooms and locker facilities for personal clothing and items adequate for the numbers of employees, for men and women. Such facilities shall be inspected on a regular basis however, locker facilities shall not be subject to regular inspections. Proper toolbox storage will be provided by the Employer and, whenever practicable, this storage will be near the job site.

Section 4. The Employer agrees to make adequate space available for the Union's use for meetings, for the conduct of internal Union affairs outside regular working hours. The Employer further agrees to provide private and adequate office space to the Union. The Employer agrees to list the telephone extension numbers of the Union office and the work area in which the Chief Steward can be easily contacted in the activity telephone directory.

- a) It is further agreed that the office space provided to the Union shall include separate and private phone line(s), to include the telephones. Such telephones and lines are to be located inside the Union office. The Employer shall provide adequate office furniture and within reason, office equipment such as computers, printers, and copiers. The Employer shall make every effort to ensure that the Union is shown equal treatment as other Unions under the same Employer.
- b) The Union office shall be located as centrally as possible to the majority of the work force. The office shall be in good repair, have the ability to be secured and climate controlled. The Employer shall not be entitled to access to the Union office without permission except in the event of an emergency.

Section 5. The Employer shall promptly notify employees who receive emergency telephone calls. Notices or letters of a personal or official nature sent to employees shall be sealed and unopened.

Section 6. The Employer agrees to furnish the Union a list of all new employee's names and organizational codes monthly. The Employer also agrees to allow up to one (1) hour for the Union to give new employees a briefing and to ensure that the employee gets a copy of the Union Contract.

Section 7. The Employer shall notify the Union prior to solicitation for bids to contract out any work, which has normally been performed by employees of the Unit, which may occur during the duration of the Agreement.

**NEGOTIATING COMMITTEE**

**FOR THE EMPLOYER**

HARRY FENTRESS

KEN MCDOWELL

NICK FAZZOLARI

FRANK TURNER

ANDREW LEITZEL

**FOR THE PERSONNEL OFFICE**

KERRI WEAVER

JOEL GUZZO

**FOR THE UNION**

JERRY SUTTON

GAYNOR KELLEY

TAMMY POFFENBERGER

AVERY CARTER

PETER HORVATH

ANDREW ZEIDERS

STEWART PETERS

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Agreement on this date.

-----  
**EMPLOYER**

-----  
C. R. McKIELVEY  
CAPTAIN, SC, USN  
COMMANDER  
DEFENSE DEPOT SUSQUEHANNA PENNSYLVANIA

**UNION**

-----  
JERRY D. SUTTON  
BUSINESS-MANAGER  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL # 1170

**PERSONNEL**

-----  
KERRI WEAVER  
PERSONNEL OFFICE

GLOSSARY OF TERMS

ARTIFICIAL HOURS – Overtime hours which have been offered to an employee at least one working day in advance and subsequently declined by the employee, or hours which are charged to an employee for failure to meet overtime obligations.

AWOL - Absent Without Leave. An unapproved leave status that may be subject to disciplinary action.

AWOP - Absent Without Pay. A time pay status, indicating an employee was not at work and was not in a pay status for that period.

CONTIGUOUS - Connected throughout in an unbroken sequence.

CPO - Civilian Personnel Office.

CSRA - Civil Service Reform Act.

CWS - Compressed Work Schedule. A Schedule by which an employee works an 80-hour pay period in less than 10 work days.

DIFFERENTIAL PAY -

1. ENVIRONMENTAL DIFFERENTIAL PAY - A percentage payment for working around hazardous conditions which have not been properly abated.

2. SHIFT DIFFERENTIAL PAY - A percentage payment for working an adverse shift e.g., 2nd or 3rd shift.

DLAR - Defense Logistics Agency Regulation

EAP - Employee Assistance Program.

EMERGENCY – A declared national event such as when national defense is impacted, natural disasters, adverse weather conditions, or where workload has exceeded capabilities of available resources, after all other resources have been exhausted.

FLRA - Federal Labor Relations Authority.

FAILURE TO REPORT FOR OVERTIME - not working an overtime assignment for any reason.

FAMILY MEMBER – A member of one’s household, someone who lives with you.

K-LEAVE – Continuation of pay status that an employee is on when absent from work due to an on the job injury not for occupational illness. In truth it is not leave but a reimbursement to the Employer from workers compensation insurance.

LIGHT DUTY - A temporary accommodation (with a specified "get well" date) of an employees temporary need to perform below certain requirements of their Position Description.

LRD - Labor Relations Division.

LWOP - Leave Without Pay. An approved leave status without payment.

MHE - Material Handling Equipment.

MSPB - Merit Systems Protection Board.

NEXUS - A legal term indicating a reasonable connection or factual relationship between the reason(s) for the disciplinary action and the efficiency of the Federal Service.

OPF - Official Personnel Folder

OSHA - Occupational Safety and Health Administration

PERFORMANCE PLAN - A written and individually negotiated document containing elements with standards that each individual employee receives at the beginning of each rating period.

PERFORMANCE RATING - A numerical score each employee receives at the end of the rating period.

PERPETUAL - Continuing indefinitely without interruption.

PLFA - Primary Level Field Activity e.g., Regional Headquarters.

PREMIUM PAY - Additional percentage payment for working Holidays or Sundays.

RDO - Relief Day Off. Any normally scheduled non-workday that an employee does not have to take leave for.

RECKONING PERIOD - The period of time a disciplinary or adverse action is held by the Employer and can be used as a prior offense.

SCD - Service Computation Date.

SENIORITY -

1. SCD Seniority is based on total length of Federal Service including any creditable military service time.

2. RIF Retention Seniority is SCD Seniority modified by the employees last 3 performance ratings and then categorized by Veterans preference or non-Veterans preference.

SHIFT - The time during the workday an employee is on duty e.g., 1st shift, 2nd shift or 3rd shift etc.

SLFA - Secondary Level Field Activity e.g., DDSP.

TDP - Test Designated Position. A position that an employee may occupy that by nature of the position description, the employee occupying the position is subject to random drug testing.

TOUR OF DUTY - The days of the week an employee is scheduled to work within an administrative workweek.

ULP - Unfair Labor Practice. Something that may be committed by the Employer or the Union but not employees, that is in violation of certain Federal Laws.

VERA - Voluntary Early Retirement Act.

VSIP - Voluntary Separation Incentive Plan.

DDSP  
DISCIPLINARY  
AND  
ADVERSE  
ACTION  
PROCEDURES  
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## LIU PROCEDURES ON MAINTAINING DISCIPLINE

“The current DDSF policy regarding discipline has been attached as an appendix to the negotiated agreement for informational purposes. The DDSF Table of Penalties is intended to ensure reasonable uniformity in administering like penalties for like offenses. The Table of Penalties is not exhaustive nor is it intended to preclude management from determining the appropriate penalty. Appropriate penalties for unlisted offenses may be derived by comparing the nature and seriousness of the offense to those listed in the Table and the employees’ previous history of discipline. In assessing penalties, consideration will be given to the freshness or time frame of previous offenses. The use of a particular penalty is not mandatory simply because it is listed in the Table. Selection of an appropriate penalty may be more or less severe than the Table penalty depending upon the relevant factors in each individual case. Unless inconsistent with established office policy, disciplinary actions shall generally be progressive in nature and fairly relate to the offense. Any changes which Management makes to the policy will be negotiated with the Union as appropriate.”

**PURPOSE AND SCOPE:** TO PROVIDE AN EXCLUSIVE SUPPLEMENTARY PROCEDURE AND A SCHEDULE OF DISCIPLINARY OFFENSES AND PENALTIES CONCERNING EMPLOYEE CONDUCT AND DISCIPLINARY ACTIONS FOR LIU BARGAINING UNIT EMPLOYEES. PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS MUST ALSO BE FOLLOWED.

### **GENERAL**

Heads of activities have the responsibility for maintaining discipline within their activities. They have the authority to propose and make decisions on all actions covered by this instruction except that they may not make final decisions on adverse actions which require two levels of management participation if they have proposed or participated in an advisory capacity or the decision to propose the adverse action. Final decisions in these situations must be made at the next higher level of management in the chain of command designated for decision levels.

An objective and effective employee relations program promotes willingness on the part of employees to observe standards of conduct or patterns of behavior in the work situation which are supportive of production, safety, efficiency and acceptance of established regulations. Accordingly, it is the policy of those activities covered by this instruction to utilize disciplinary procedures in a constructive and progressive manner for the purpose of maintaining discipline among employees and correcting offending employees. In consonance with these goals it is also the policy to utilize informal procedures, or when necessary, to impose the minimum formal penalty which can be reasonably expected to correct the offending employee.

A constructive procedure recognizes that disciplinary actions are means of calling employees to accountability for some act of commission or omission which is regarded as injurious to the employer-employee relationship. The act or misconduct may be relatively minor or serious. All employees should be continually aware that a system of discipline exists for the benefit of all, and will be administered without favor for the sake of orderliness and proper compliance with reasonable rules and regulations pertaining to conduct and performance of work.

Disciplinary action is intended to correct, not to punish, an offending employee. Thus, in most instances, the action taken should be of a progressive nature ranging from an informal oral admonishment to official reprimand to more severe action. If the informal or milder formal disciplinary actions do not bring about acceptable conduct or behavior, removal may become necessary. Certain acts or deeds of misconduct, by their nature, may warrant immediate removal for the first instance. In the administration of the system of discipline, all aspects of due process shall be observed in accordance with all the protective provisions called for by statute, law, higher regulations, the Douglas factors and this instruction or the action will not be taken.

### **AUTHORITY:**

a. Authority to orally admonish employees; issue letters of admonishment and letters of reprimand; propose suspensions or propose removals, is delegated to all levels of management in an employee's chain of command down to and including the employee's immediate supervisor.

b. Authority to propose or make final decisions on may be exercised by an official "acting" in the absence of a management official having authority to propose or make final decisions on such actions, but it may not be exercised "by direction". At no time will a "Bargaining Unit Employee" acting as an official, have any involvement in proposing or deciding an action. In such cases the proposal/decision will be elevated to the next level of management.

c. All decisions made by an official "acting" on behalf of the delegated official, shall be considered to have been completely processed at that level of management and will not be subject to review at that same level.

d. All proposed adverse actions must be decided at least one level higher than the level doing the proposing.

e. If levels of supervision have a deputy, the levels are singular in nature and act as one for the purposes of proposals, decisions, answering appeals or responding to grievances on adverse actions.

### **NOTE:**

When applicable, disciplinary actions shall only be taken within the parameters specified in the section titled "Guideline Schedule of Disciplinary Offenses and Penalties For Civilian Employees". THE CREATIVE TITLING OF CHARGES IS PROHIBITED WHEN THE OFFENSE IS IDENTIFIED IN THE TABLE OF OFFENSES AND PENALTIES. THE DISCIPLINARY OFFENSE TITLES CONTAINED IN THE GUIDELINE SCHEDULE ARE NORMALLY SUFFICIENT FOR THE SCOPE OF THIS INSTRUCTION.

## RESPONSIBILITIES:

a. The DDSP Commander is responsible for the general administration of discipline within the organization and for ensuring that the provisions of this instruction are applied fair and equitable to all those employees under their jurisdiction without regard to race, religion, sex, color, national origin, age, or physical or mental handicap which does not interfere with the performance of duties. Management officials are encouraged to maintain an objective position concerning disciplinary offenses because of the very real possibility that they may be involved in a decision making process on these matters. If a Management official has participated in, the initiation, a decision to propose, an advisory capacity to subordinate official on a proposal or any decision leading up to an action, the Management official shall be disqualified from making the final decision to impose a penalty and the matter will be referred to a higher authority.

b. The Civilian Personnel Officer and members of his/her staff are responsible for providing technical advice and assistance to all levels of management in disciplinary matters and adverse actions; reviewing disciplinary and adverse actions for procedural compliance and conformity with the schedule of offenses and penalties; maintaining records and making required reports; analyzing existing procedures and recommending changes for their improvement and maintaining disciplinary and adverse action and appeal files.

c. Supervisors and other Management officials are responsible for making every effort to prevent the need for disciplinary and adverse actions through:

1. early identification of potential problem situations,
2. reoccurring advisories of rules of conduct and performance,
3. informal efforts coordinated with the employee to identify and attempt to resolve problems,
4. and through application of informal disciplinary measures to the extent that formal discipline can be avoided.

Inasmuch as most employees will willingly and readily conform to reasonable instruction and rules of conduct, it is essential that supervisors and other management officials ensure that employees under their jurisdiction are informed of what is expected of them and understand the necessity for compliance. Before initiating disciplinary or adverse actions, supervisors are responsible for conducting or having conducted a thorough investigation of an apparent disciplinary situation to determine and document facts and assign responsibility.

## GUIDANCE IN CHOOSING PENALTIES

1. General. The purpose of this enclosure is to provide advice and guidance to supervisors and managers in selecting and effecting disciplinary penalties. While none of this advice and guidance is mandatory, it should be understood to constitute minimum acceptable procedure and followed under normal disciplinary situations.

2. Philosophy of Discipline. Discipline is a managerial tool intended to correct deficiencies in employee behavior and attitude, correct situations which interfere with efficient operations, maintain high standards of government service and maintain public confidence in the activities covered by this instruction. It is not the policy of the employer, or the activities covered by this instruction, to utilize disciplinary measures for the sole purpose of punishing employees. An employee whose behavior is not acceptable to management but whose behavior is not corrected is quite likely to persist in that unacceptable behavior in the erroneous belief that it is correct, or at least condoned. Supervisors and managers have an obligation to such employees to correct behavioral deficiencies while they are still minor and before the behavior becomes habit and a bad example to others. It is easier to correct a first instance of deficient behavior than to ignore the instance. It is easier and better management to correct a minor case of deficient behavior than to ignore the situation and allow the problem to become a major one.

3. Policy. It is the policy of the employer and those activities covered by this instruction to impose the minimum disciplinary penalty that can be reasonably expected to correct the improper behavior. The availability of a wide range of penalties from an oral admonishment to removal permits the selection of the penalty which best fits the needs of the particular situation. Determining the minimum action likely to correct the problem is extremely important and a responsibility which frequently lies with the first line supervisor.

a. Like Penalties for Like Offenses. Disciplinary actions must be fair and just. This is another way of saying that they must be similar actions for similar offenses. This does not mean that all similar disciplinary situations must result in identical penalties since there are other factors such as extenuating circumstances which should be considered. It is important that supervisors and management officials have good reasons for imposing significantly different penalties for similar offenses. Adherence to this principle will help to ensure equitable and uniform treatment of employees against whom disciplinary actions are taken. Nevertheless, superficial consistency should be avoided. Supervisors and management officials must give consideration to all factors involved when deciding what penalty is appropriate, including not only the gravity of the offense and whether the action accords with good management practice but also such other matters as the employee's past record, the frequency of the offense and the grade and nature of the position the employee occupies.

b. Timeliness. Disciplinary actions should be timely. Being timely does not mean that disciplinary actions should be taken in haste. Disciplinary actions should not be taken until all facts have been thoroughly considered. However, the corrective influence of a disciplinary action is greatly diminished if it follows the offense by a lengthy period of time.

c. Extenuating, Unusual, or Aggravating Circumstances. Extenuating, unusual, or aggravating circumstances should be considered in determining a proper disciplinary penalty. The employee's version of the situation will be obtained before initiating a disciplinary action. It may be that the employee will have an acceptable explanation or be able to present extenuating circumstances which would be cause for mitigating a penalty which might otherwise be proposed.

4. Table of Offenses and Penalties. The purpose of the Table of Offenses and Penalties is to assist supervisors and management officials in:

a. Properly identifying the offense,

- b. Assessing the appropriate penalty within a given range, and
- c. Achieving equitable and just treatment among employees.

Should an offense be committed which is not adequately or properly identified by one of the listed offenses, such terms that are listed that best fit the act for which the employee is being disciplined will be used. The range of penalties offers considerable flexibility and is sufficient to most situations. In unusual cases, a maximum range provided may be imposed. When a greater penalty than minimum recommended by the Guideline Schedule of Disciplinary Offenses and Recommended Penalties is imposed, justification for the more severe penalty shall be included in the advance notice of proposed action and in the notice of decision.

(1) Identifying an Offense.

(a) A number of offenses, similar in nature and occasionally overlapping, have been combined and listed as one item under "Offense" on the schedule. When describing an offense in a disciplinary situation, care should be exercised that only those portions or phrases which describe the employee's actual conduct are quoted.

(b) The offense must be accurately described by a specific and detailed supporting explanation. Exact and precise terms should be used throughout the description of the offense. Whether a grievable or appealable adverse action, the description of the offense must meet the specificity and detail requirements. In offenses involving violations of law, the employee should not be charged with "violation of U.S. Code \_\_\_\_\_ etc." Such an offense will stand only if the employee has been found guilty in an appropriate court of law. Accordingly, when defining an offense which may be punishable in a court of law, the offense should be defined in terms of the employee's actual misconduct.

(2) Series of Offenses.

(a) When an employee commits a "series of offenses" within a relatively short period of time and management has not had time to take individual action although it proceeded in a timely fashion, the series of offenses may be combined in a single action. In the notice- of proposed disciplinary or adverse action and in the notice of final decision, each offense will be identified and described as in an individual action. Included will be an explanation of the more severe penalty.

(b) When a determination has been made not to take action on a particular offense or when management has failed to take timely action on an offense, the offense may not be included subsequently as a part of a series of offenses to be used as the primary basis for disciplinary action.

(3) Appropriate Penalty.

(a) Any penalty that is more severe than the range recommended by the Table of Offenses and Penalties for a particular offense must be justified in the proposal letter why that range could not be expected to correct the offending employee.

(b) In assessing the appropriate penalty, the employee's prior disciplinary record (if within the reckoning period), as well as any applicable aggravating and/or mitigating factors, i.e. Douglas Factors, will be considered. If used, this record will be cited in the notice of proposed disciplinary action and in the notice of final decision.

1. Informal disciplinary actions may not be counted as prior offenses in determining a penalty. Incidents for which an employee has been admonished and which have not been the subject of formal action may be used in assessing a penalty for a current offense if they occurred within the reckoning period of the current incident. In such cases, the incidents must be specifically cited in the advance

notice of proposed disciplinary action and the employee must be permitted to respond to these incidents as well as the current offense.

2. A letter of reprimand may be counted as a prior offense provided the letter of reprimand is within the reckoning period.

3. A suspension or reduction in grade or pay (if effected for disciplinary reasons) may be counted as a prior offense provided the effective date of the suspension or reduction in grade or pay is within the reckoning period.

## EVIDENCE REQUIREMENTS

1. General. Every action must be supported by evidence. The type of evidence required, therefore, is of paramount importance to the supervisor or manager charged with the investigation of employee misconduct and the defense of management's action at a hearing. Managers and supervisors are responsible for ensuring the actions are based upon sufficient evidence as will support a prima facie case. Strict legal rules of evidence used in courts of law are not applicable. Charges or reasons stated by management in a proposal letter do not constitute evidence or proof that, in fact, the employee committed the offense of which he/she is accused.

2. Standard of Evidence. Evidence is usually in the form of testimony of witnesses, and/or introduction of statements and affidavits, equipment, or other material objects. There is no guideline which advises what is sufficient evidence to prove a case against an employee. It is necessary, therefore, that every employee becomes completely aware of what is required to substantiate an alleged violation. The standard of evidence required to support an administrative action depends upon the nature of the action. The Merit Systems Protection Board has held that actions must be based upon a preponderance of evidence. A preponderance of evidence is that degree of evidence which a reasonable mind, considering the record as a whole, might accept as sufficient to support a conclusion that the matter asserted is more likely to be true than not true.

3. Nature of Evidence. Evidence will support a disciplinary or adverse action only if it is relevant and material to the offense being addressed. Evidence is "relevant" when it has a bearing on the issues in the case. Evidence is "material" when it will have some weight in the disposition of the case. Once the evidence has been established as relevant, the manager or supervisor should be aware of the type of evidence he/she has.

a. Competent. Evidence is competent if it comes from a reliable source. The source of the information must also have knowledge of the issues or subject under discussion.

b. Authenticity of Evidence. The authenticity of evidence must be verifiable.

c. Direct evidence. Direct evidence will establish a fact in issue (testimony of eye witness to the incident.) Statements of witnesses must be in writing.

d. Circumstantial. Circumstantial evidence does not establish a fact, but when considered in connection with other information and facts, according to common experience of Mankind, the existence of another fact can reasonably be inferred; i. e., employee stealing TV tubes happens to run a TV repair shop in his home.

e. Real evidence. Real evidence is any physical object used or referred to, such as, scars on a person, photographs, liquor bottles.

f. Documentary evidence. Documentary evidence is anything in writing that is issued, in evidence, to establish the truth of certain facts. This could be a drawing, a picture or writing or any material.

g. Confessions. Confessions are an acknowledgment of guilt and are voluntary in nature. Confessions are subject to rescission by the employee if they were coerced or obtained under duress. For these reasons they are unreliable and should be used only in conjunction with more dependable types of evidence.

h. Presumptions. Presumption means evidence of such a nature that it can be taken for granted. It is the actual use of circumstantial evidence. (i.e., man found with a whiskey bottle in his hand with the cap off and bottle partially empty and an odor of alcohol on his breath can be presumed to have partaken of the bottle's contents.)



i. Stipulations. Stipulations are written or oral agreements by parties to an administrative action that certain facts exist or do not exist.

At the present time employees cannot use the self-incrimination protection of the 5th amendment in administrative proceedings unless the nature of the charge could also be the cause for subsequent criminal action.

4. Validity of Evidence. In reviewing adverse actions for procedural compliance, the LMIER office will review and advise supervisors and other management officials on questions concerning the sufficiency of the evidence to support the proposed action but are in no position to evaluate the accuracy, authenticity, reliability, or validity of this evidence. This remains the responsibility of the official initiating the proposed action.

5. Disclosure. Any records, documents, or statements of witnesses which are to be relied upon to support an action must be made available, upon request, to the employee and/or his/her representative. Therefore, information which cannot be disclosed to the employee cannot be used to support an action.

5. Disposition. Originals or best available copies of all documentary evidence used to support the reasons for adverse action must be forwarded to the LMIER office for inclusion in the case file. Real or physical evidence must be protected insofar as possible from contamination and wherever practicable placed in the custody of a responsible official.

## INVESTIGATIONS

1. General. Prior to initiating an adverse action, the supervisor or other management official must ascertain whether there is sufficient evidence to justify the contemplated action. A prima facie case which can withstand several tests should exist. Factors to consider in developing a prima facie case include:

a. Whether the proposed action can be demonstrated to be "for such cause as will promote the efficiency of the Federal service."

b. Whether management has made a good faith effort to assist the concerned employee in correcting the cited deficiencies and whether such efforts have failed in cases citing prior misconduct or prior poor performance.

c. Whether the evidence has been documented and can be supported in a hearing which usually involves the testimony and cross examination of witnesses under oath or affirmation; and,

d. Whether the proposed action is consistent with other actions taken by the activity for similar cause.

2. Representation. A Union which has been recognized as the exclusive representative of employees in an appropriate bargaining unit will be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation.

a. The purpose of the examination is basically to obtain information from the employee. When a union representative is present, the employee should be permitted to consult with the representative. However, the union representative is not entitled to answer on behalf of the employee or to bargain with management regarding the results of the investigation.

b. The right to representation applies only where an employee is being questioned or examined in connection with an investigation. It does not apply to everyday work-related communication between supervisors and employees.

**INSTRUCTIONS FOR THE PREPARATION AND  
USE OF THE  
ADVERSE ACTION WORKSHEET**

1. Before initiating any form of formal disciplinary action, it is required that the proposing management official fill out an "Information Sheet for Proposal of Formal Disciplinary/Adverse Action". (A sample is enclosed on the following pages).

2. Instructions.

a. Prior to the discussion with the employee (and the employee's representative, if requested), the management official investigating the incident shall fill out the employee information block at the top of the first page, as well as Sections 1 and 2.

(1) Section 1 is the manager's description of the incident, with appropriate spaces for the date, time, and location, as well as the names of individuals directly involved, if any. If other statements or Security/Incident Reports are to be included or referenced in block 1d, they shall be made available for the employee's review prior to the completion of section 3. Block 1e shall list the names of witnesses providing statements, if any.

(2) Section 2a denotes the date that the employee was notified of his/her right to Union representation, 2b the date of the interview, and 2c the name of the interviewing official. NOTE: If the disciplinary/adverse action carries through to completion, the date entered on line 2b denotes the starting date of the reckoning period.

b. The management official will then conduct the interview with the employee (and the employee's representative, if requested), in order to complete section 3.

(1) Section 3a is an indication of the employee's acceptance/declination of Union representation.

(2) Section 3b will either contain a brief explanation of the incident in the employee's own words, (to be signed in the appropriate space), or a reference to an attached signed and dated statement. Should the employee decline to provide either one, the manager shall so indicate in block 3b and sign it.

(3) The employee (and the employee's representative, if applicable), shall be afforded a reasonable amount of official time for the preparation of this statement if the employee elects to enclose one with the worksheet.

c. At the conclusion of the interview, the management official will complete sections 4, 5, 6, and 7, and forward the worksheet to the LMER office for review.

(1) Section 4 is the claimed title of the offense, as defined by the Guideline Schedule which appears elsewhere in this instruction.

(2) Section 5 is a listing of any/all previous actions still within a reckoning period, and the information relating to them, including an indication of where the manager obtained the record.

(3) Section 6 is the manager's assessment of a proposed remedy, based on the Guideline Schedule.

(4) Section 7 is the management official's assertion that the affected employee has been duly advised that a disciplinary action is being proposed, and the manager's signature stating that the provisions of this instruction have been complied with.

**INFORMATION SHEET**  
**FOR PROPOSAL OF**  
**FORMAL DISCIPLINARY/ADVERSE ACTIONS**

**NOTES:**      1) If you have any questions or encounter any problems when completing this worksheet, please contact your servicing Employee Relations Specialist in the JMER office.  
                  2) The information contained in this worksheet shall be safeguarded in accordance with the procedures set forth in the Privacy Act of 1974.

Name of Employee \_\_\_\_\_

Employee's SSN \_\_\_\_\_

Employee's Title/Series/Grade/ \_\_\_\_\_

Organization/Division/Branch \_\_\_\_\_

**Section 1. Description of Incident-** (Please provide all specifics. Remember, more information than necessary is better than not enough)

a. Date/Time of Incident \_\_\_\_\_

b. Location of Incident \_\_\_\_\_

c. Name(s) of individual(s) directly involved in Incident:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. Description of Incident- (attach extra sheets if necessary)

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c. Name(s) of witness(es), if appropriate. (Attach signed and dated witness statement(s) to this form.

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

Section 2 Specifics of Employee Interview-

a. Name of employees Union Representative:

\_\_\_\_\_

b. Date employee was interviewed:

\_\_\_\_\_

c. Name and title of management official conducting the interview:

\_\_\_\_\_

Section 3. Employee's description of the incident- (To be filled out by the employee)

a. I am aware of my right to Union representation, and I have elected/declined (circle one) to have a representative present during this interview.

b. The following is my statement regarding the incident in question:

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

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

Section 4. Title of Offense-

**NOTE:** Refer to the LIU Disciplinary procedures, and the Guideline Schedule of Disciplinary Offenses contained therein.

**NOTE:** If the offense is AWOI, attach copy of TALE sheet.

**NOTE:** When applicable, disciplinary actions shall only be taken within the parameters specified in the section titled "Guideline Schedule of Disciplinary Offenses and Penalties for Civilian Employees. THE CREATIVE TITLING OF CHARGES IS PROHIBITED WHEN THE OFFENSE IS IDENTIFIED IN THE TABLE OF OFFENSES AND PENALTIES. THE DISCIPLINARY OFFENSE TITLES CONTAINED IN THE GUIDELINE SCHEDULE ARE NORMALLY SUFFICIENT FOR THE SCOPE OF THIS INSTRUCTION.

Section 5. Previous Actions- Please list all previous informal and formal actions that are currently within applicable reckoning periods, and the source of that information.

A. Date: \_\_\_\_\_

B. Date: \_\_\_\_\_

Offense: \_\_\_\_\_

Offense: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action taken: \_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of manager taking action: \_\_\_\_\_

Name of manager taking action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please indicate where a record of the action can be found, or enclose a copy.

\_\_\_\_\_

\_\_\_\_\_

Section 6. Proposed Action- NOTE: Refer to the LIU Supplement to DLAR 1406.1, and the Guideline Schedule of Disciplinary Offenses contained therein.

\_\_\_\_\_

a. If suspension, how many days? \_\_\_\_\_

Section 7. Certification-

a. Date the employee was advised by me that formal disciplinary may be forthcoming: \_\_\_\_\_

I certify that I have made every effort to obtain all the facts relative to this incident and have carefully weighed the evidence prior to recommending this course of action in accordance with the LIU Supplement to DLAR 1406.1. I further certify this action to be appropriate based on a complete review of this employee's total work record, and that it is consistent with any other actions that have been taken against all other employees under my control for similar offenses.

\_\_\_\_\_  
(Supervisor's signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Ext)

**RECKONING PERIODS  
AND THEIR EFFECT  
ON DISCIPLINARY REMEDIES**

1. Definition. A reckoning period is the length of time, specified in the disciplinary penalty, that the action will remain in the employee's Official Personnel Folder with the potential of being used as a prior offense in the taking of any subsequent disciplinary/adverse action.

2. Reckoning Period Timeframes. The specified reckoning periods for penalties are the maximum correction of a disciplinary infraction are as follows:

- |                            |           |
|----------------------------|-----------|
| a. Informal (admonishment) | 6 months  |
| b. Letter of Reprimand     | 18 months |

It is the current DDSF policy that the following reckoning periods apply to the disciplinary actions listed below:

- |                        |         |
|------------------------|---------|
| c. 1-14 day suspension | 2 years |
| d. 14+ day suspension  | 3 years |

**NOTE:** The Reckoning Period begins on the date of the decision letter.

## APPENDIX C

### GUIDELINE SCHEDULE OF DISCIPLINARY OFFENSES AND RECOMMENDED PENALTIES FOR CIVILIAN EMPLOYEES

1. When applicable, disciplinary actions shall only be taken within the parameters specified in the section titled "Guideline Schedule of Disciplinary Offenses and Penalties for Civilian Employees. THE CREATIVE TITLING OF CHARGES IS PROHIBITED WHEN THE OFFENSE IS IDENTIFIED IN THE TABLE OF OFFENSES AND PENALTIES. THE DISCIPLINARY OFFENSE TITLES CONTAINED IN THE GUIDELINE SCHEDULE ARE NORMALLY SUFFICIENT FOR THE SCOPE OF THIS INSTRUCTION.

2. Many of the items listed on this schedule combine several offenses in one statement, connected by the word "OR". Usage of the word "OR", in a charge make it nonspecific. Use only the items which describe the employee's actual conduct and leave out the parts which do not apply.

3. Suspension penalties on this schedule apply to calendar days.



**TABLE OF OFFENSES AND PENALTIES**

<b><u>OFFENSE</u></b> (CAUSE OF ACTION)	<b><u>PENALTIES</u></b>		
	<b><u>1ST OFFENSE</u></b>	<b><u>2ND OFFENSE</u></b>	<b><u>3RD OFFENSE</u></b>
1. Unauthorized absence of more than 1 work day	Reprimand to 5 day susp	Reprimand to 10 day susp	5 day susp to removal
2. Unauthorized absence of 1 work day or less	Reprimand to 1 day susp	Reprimand to 5 day susp	5 day susp to removal
3. Unexcused Tardiness	Reprimand	Reprimand to 1 day susp	Reprimand to 2 day susp
4. Leaving the Job site without permission	Reprimand to 1 day susp	Reprimand to 5 day susp	5 day susp to removal
5. Failure to request leave in accordance with procedures	Reprimand	Reprimand to 5 day susp	5 day susp to removal
6. Insubordination or Deliberate refusal to carry out any proper job related order	Reprimand to 2 day susp	2 day susp to 10 day susp	10 day susp to removal
7. Failure or Intentional unreasonable delay in carrying out orders or work assignments	Reprimand to 2 day susp	Reprimand to 5 day susp	5 day susp to removal
8. Dishonest or Notoriously disgraceful conduct on duty time	Reprimand to 5 day susp	Reprimand to 10 day susp	10 day susp to removal
9. Concealing defective work or negligent workmanship resulting in waste of materials or funds	Reprimand to 2 day susp	1 day susp to 10 day susp	5 day susp to removal
10. Failure to observe precautions for personal safety	Reprimand to 2 day susp	2 day susp to 5 day susp	5 day susp to removal
11. Violation of safety regulations which results in damage to life or limb or property	Reprimand to 5 day susp	5 day susp to 10 day susp	10 day susp to removal
12. Endangering the safety of or causing injury to personnel through carelessness	Reprimand to removal	5 day susp to removal	10 day susp to removal

13. Willful damage to government property	Reprimand to 10 day susp	Reprimand to removal	5 day susp to removal
14. Unauthorized use or possession of government property	Reprimand to 5 day susp	5 day susp to removal	10 day susp to removal
15. Theft of government or private property	Reprimand to removal	5 day susp to removal	10 day susp to removal
16. Conversion of government property	Reprimand to 5 day susp	2 day susp to 10 day susp	10 day susp to removal
17. Loafing or wasting time or inattention to duty or engaging in horseplay or arguments which disrupts production	Reprimand to 2 day susp	2 day susp to 5 day susp	5 day susp to removal
18. Sleeping on duty	Reprimand to 2 day susp	2 day susp to 5 day susp	5 day susp to removal
19. Loafing or Sleeping on duty where life or property is endangered	Reprimand to removal	5 day susp to removal	10 day susp to removal
20. Fighting or threatening or attempting to inflict bodily injury	Reprimand to removal	5 day susp to removal	10 day susp to removal
21. Use of insulting, abusive or obscene language to or about other personnel	Reprimand to 2 day susp	2 day susp to 5 day susp	5 day susp to 10 day susp
22. Rude or discourteous conduct to the public while performing duties	Reprimand to 1 day susp	Reprimand to 5 day susp	5 day susp to removal
23. Falsification of material fact in connection with an official record	Reprimand to 5 day susp	5 day susp to 10 day susp	10 day susp to removal
24. False testimony or refusal to testify in an official investigation or proceeding	Reprimand to 5 day susp	5 day susp to 10 day susp	10 day susp to removal

25. Intentionally filing false claims against the government or assisting in such claims	Reprimand to removal	5 day susp to removal	10 day susp to removal
26. Making false or unsubstantiated statements against employees	Reprimand to removal	5 day susp to removal	10 day susp to removal
27. Gambling or unlawful betting during duty hours	Reprimand to 1 day susp	Reprimand to 5 day susp	5 day susp to removal
28. Being on duty while under the influence of intoxicants or controlled substances	Reprimand to 5 day susp	5 day susp to removal	10 day susp to removal
29. Unauthorized selling or possession of intoxicants or controlled substances while on government property	Reprimand to removal	5 day susp to removal	10 day susp to removal
30. Discrimination against personnel because of any recognized EEOC condition	Reprimand to removal	5 day susp to removal	10 day susp to removal
31. Sexual harassment	Reprimand to 10 day susp	10 day susp to removal	30 day susp to removal
32. Violation of security regulations	Reprimand to 2 day susp	2 day susp to 5 day susp	5 day susp to removal
33. Failure to safeguard where classified or controlled material has been compromised	Reprimand to removal	5 day susp to removal	10 day susp to removal
34. Off-duty criminal or dishonest or notoriously disgraceful conduct that adversely affects the Employer/Public relationship	Reprimand to removal	5 day susp to removal	10 day susp to removal
35. Minor misuse of a government vehicle	Reprimand to 5 day susp	5 day susp to 10 day susp	10 day susp to removal

36. Unauthorized use of a G.O.V. for other than official purposes	30 day susp to removal	30 day susp to removal	30 day susp to removal
37. Solicitation or acceptance of a gratuity in connection with an employee's official capacity	Reprimand to removal	Reprimand to removal	Reprimand to removal
38. Failure to observe smoking regulations	Reprimand	Reprimand to 2 day susp	5 day susp to removal
39. Failure to observe smoking regulations where damage in property results	Reprimand to removal	5 day susp to removal	10 day susp to removal

## **INFORMAL ADMONISHMENT**

1. Definition. An admonishment is any informal, written record to an employee(s) concerning the employee's improper conduct or behavior to advise the recipients of acceptable standards of conduct and to inform the recipients when their conduct is failing to meet those standards.

## FORMAL DISCIPLINARY ACTIONS

### DEFINITION:

- For the purpose and scope of this instruction, formal disciplinary actions are Letters of Reprimand, Suspensions and Removals.
- Before proposing a disciplinary action, supervisors and managers must comply with requirements for investigations contained herein and follow the requirements of this instruction as it may pertain.

## **LETTERS OF REPRIMAND**

1. **Definition.** A letter of reprimand is a formal written action that is temporarily recorded in the employee's Official Personnel Folder (OPF). This type of action is taken when the seriousness of the misconduct or breach of regulation indicates that an oral admonishment is inappropriate.

2. **Purpose.** A letter of reprimand may be issued to an individual employee when a breach in the employee/employer relationship is of such nature as to warrant the temporary inclusion of a record in the employee's Official Personnel Folder but is not, in the judgment of the employee's supervisor or other management official in the employee's chain of command of sufficient gravity to warrant the employee's suspension, demotion or removal. It constitutes a fair warning that the employee has failed or is failing to meet the prescribed standards of behavior of the organization and is the minimum remedy which will establish for the record the occurrence of a disciplinary offense.

3. **Procedure.** The following procedures apply to issuing letters of reprimand.

a. **Investigation.** Before issuing a letter of reprimand, the immediate supervisor or other management official contemplating reprimanding an employee shall conduct or have conducted an inquiry or investigation to determine the facts and develop supporting evidence.

b. **Preparation.** Letters of reprimand must be prepared on the form contained in this enclosure by the immediate supervisor or other official at a higher level of management within the employee's chain of command. Technical advice and guidance on the preparation of letters of reprimand are available, upon request, from the Personnel Office. After the letter has been prepared in its final form and before it is issued to the employee, it shall be reviewed by an Employee Relations Specialist for procedural compliance.

c. **Retention.** Duplicate copies of letters of reprimand with the employee's signature and date of receipt shall be forwarded to Personnel for filing in the Official Personnel Folder for not more than eighteen (18) months from the date of the offense for which the reprimand was issued. If upon appeal, or other administrative review by the issuing official or an official at a higher level of management in the employee's chain of command it is determined that the letter of reprimand was unwarranted or has served its intended purpose, it will be removed from the official personnel records and destroyed. Letters of reprimand which are obsolete or removed from the official personnel record upon appeal or administrative review may not thereafter be used to support a subsequent action.

c. **Grievances.** Letters of reprimand are grievable on the basis of both merit and procedural compliance through the appropriate grievance procedures. Employees included in a collective bargaining unit shall use the negotiated grievance procedure contained in the collective bargaining agreement applicable to the employees in the unit.

REPLACE THIS PAGE WITH THE LETTER OF REPRIMAND FORM  
DESIGNATED AS A "SAMPLE", AND FICTTICIOUSLY FILLED IN.



## SUSPENSIONS OF FOURTEEN DAYS OR LESS

1. Definition. A suspension is a temporary enforced absence from duty in a nonpay status for one or more work days imposed as a corrective penalty for serious misconduct or repeated lesser infractions. Suspensions of one to fourteen calendar days are grievable.

2. Purpose. Suspensions are usually imposed in connection with serious breaches of conduct and regulations or for repeated infractions of a lesser nature and may be the final warning step in the progressive disciplinary process before removal action.

3. Authority. Notices proposing suspensions of fourteen (14) days or less will normally be issued by the employee's immediate supervisor but when the situation warrants, they may be issued by an official at a higher level of management within the employee's chain of command. Notices of decision effecting adverse actions must be issued by an official in the employee's chain of command at least one level of management above that of the official who proposed the adverse action

4. Coverage. The procedures used in proposing and effecting suspensions of fourteen calendar days or less shall apply to all employees covered by this instruction.

a. Notice of Proposed Suspension. After the notice of proposed suspension has been prepared and reviewed, the Personnel Office will return the letter to the employee's supervisor or other management official for signature and delivery to the employee. The contents of a letter proposing suspension, as well as a sample, are contained in this instruction.

b. Employee's Answer. Employees whose suspensions are being proposed have the right to answer the proposal both personally and/or in writing and to be represented in making their replies. Answers to proposals of suspensions of fourteen calendar days or less are directed to the official having the authority to effect the suspension. Employees may submit their written answers and requests for personal interviews to the appropriate official. Up to eight hours of official time may be granted to the employees by their immediate supervisors for the purpose of preparing their replies. The employee will be provided ten calendar days to answer the proposal. Detailed information on the employees' answers is contained in this instruction.

c. Notices of Suspension. After considering an employee's answer or if the employee fails to answer, after the time limit for doing so has expired, the official who has the authority to make the final decision on the proposed suspension shall prepare a written decision at the earliest practical date which:

- (1) considers only the reasons specified in the notice of proposed suspension,
- (2) specifies the reasons for the decisions,

(3) considers any answer the employee and/or the employee's representative made, and forward it to the Personnel Office with any written answers and/or summaries of any oral answers submitted by an employee. The decision must indicate that the deciding official has considered any answers which the employee may have made and indicate what, if any, further action is to be taken. The official may decide to effect the suspension as proposed or reduce or eliminate the proposed penalty; he/she may not, however, impose a more severe penalty than originally proposed unless the original proposal is canceled and the employee is given another notice of proposed suspension or adverse action. The contents of the notice of suspension, as well as a sample, are contained in this instruction. Delivery of the notice of suspension must be made prior to the effective date of the suspension. Delivery of notices of suspension will be in accordance with this instruction.

5. Grievances. Suspensions of fourteen calendar days or less may be appealed on the basis of both merit and/or procedural compliance through the appropriate grievance procedures. Employees included in a collective bargaining unit must use the negotiated grievance procedure contained in the collective bargaining agreement applicable to employees in the unit. C-6-1

## ADVERSE ACTIONS

1. Definition: An adverse action is any one of the following three categories of personnel actions:

a. Suspensions of more than fourteen calendar days. A suspension is a temporary enforced absence from duty in a nonpay status imposed as a corrective penalty for serious misconduct or repeated lesser infractions. Those suspensions which exceed fourteen calendar days in duration are appealable adverse actions. Suspensions of fourteen calendar days or less are grievable adverse actions.

b. Reductions in Grade and/or Pay. A reduction in grade and/or pay (demotion) is an involuntary lowering of an employee's level of classification under a position classification system and/or rate of basic pay fixed by law or administrative action for the position held by an employee as the result of a decision of a management official, and is taken for reasons other than reduction in force or to return an employee to his/her regular position or place him/her in one as good or better than his/her regular position when a temporary promotion is terminated within a period of two years.

c. Removals. A removal is an involuntary separation from employment based upon the decision of an administrative officer. It is the most drastic administrative action which can be imposed upon an employee in that it not only results in his/her separation from his/her employment, but it may also result in his/her being denied further Federal employment or adversely affect his/her private employment opportunities.

2. Purpose. Depending upon the circumstances and the type of action, adverse actions may be used to correct disciplinary situations.

a. Suspensions of more than fourteen calendar days. Because of their punitive financial impact on employees, suspensions of more than fourteen calendar days should not normally be used to correct first or second disciplinary offenses.

While there is no maximum limitation on the length of a suspension, suspensions of indefinite duration should be used only in those situations where it is impossible to determine in advance when, if ever, an employee can be permitted to return to duty.

b. Inasmuch as a demotion is usually related to questions of performance, it is not normally an appropriate disciplinary action. However, in situations which appear to warrant removal, demotion to a position of less responsibility and authority may be appropriate and serve as a more moderate remedy; as for example, the demotion from a supervisor to a non-supervisory position, or the withdrawal of contract approval authority. An employee's previous employment record and the prospect for satisfactory performance in another position should be primary considerations in making this determination.

c. Removals. As a disciplinary action, removals should be taken only after less severe measures have failed to correct the offending employee, or when the first offense is of such a serious nature that removal action is clearly warranted. The determination to remove an employee must be based upon the most careful, accurate, and objective weighing of all pertinent facts and circumstances. The result of this analysis must support the conclusion that the employee has demonstrated an unwillingness or refusal to conform to rules of conduct or proper requirements and that removal is appropriate for the offense, fully supported by the facts and is for such cause as will promote the efficiency of the Federal service.

3. Authority. Notices proposing adverse actions will normally be issued by the employee's immediate supervisor but when the situation warrants, they may be issued by an official at a higher level of management within the employee's chain of command. Notices of decision effecting adverse actions must be issued by an official in the employee's chain of command at least one level of management above that of the official who proposed the adverse action.

4. Procedures. The following procedures shall be used when an adverse action against an employee is contemplated:

a. Investigation. Before proposing an adverse action, the employee's immediate supervisor or other management official contemplating such action shall conduct or have conducted an inquiry or investigation of sufficient scope to determine the facts and develop the necessary supporting evidence.

b. Notice of Proposed Adverse Action. After the notice of proposed adverse action has been reviewed by the personnel office, it will be sent to the employee's supervisor or other management official for signature and delivery to the employee. The contents of a letter proposing an adverse action, as well as a sample letter, are contained in this instruction.

c. Employee's Answer. Employees against whom adverse actions are being proposed have the right to answer the proposal both personally and/or in writing and to be represented in accordance with Article 12 of this Agreement in making their replies. Answers to proposals of adverse actions are directed to the official having the authority to effect the action unless the action has been proposed by the activity head. If the action has been proposed by the activity head the employee's reply will be directed to the activity head. Employees may submit their written answers and/or requests for personal interviews to the appropriate officials. Up to eight hours of official time may be granted to the employees by their immediate supervisors for the purpose of preparing their replies. Detailed information on the employees' answer is contained in this instruction. A written summary of the employee's personal reply will be prepared.

d. Notice of Decision. After considering the employee's answer or if the employee fails to answer, after the time limit for doing so has expired, the official who has the authority to make the final decision shall decide what further action, if any, may be appropriate. The official may decide to effect the action as proposed, or reduce or eliminate the proposed action. He may not however, impose an action more severe than that originally proposed unless the original proposal is canceled and the employee is given another notice proposing the more severe action. The employee's written answer and/or summary of his/her personal answer will be forwarded to the personnel office.

5. Appeals. Adverse actions may be appealed to the Philadelphia Field Office, MSPB (Merit Systems Protection Board) or through the negotiated grievance procedure. To be considered timely, an appeal must be filed with the MSPB any time during the period beginning with the day after the effective date of the action being appealed but not later than 30 calendar days after the effective date. Employees may grieve an adverse action in accordance with the terms and conditions of the negotiated grievance procedure. Additional information on appeals is contained elsewhere in this instruction.

## EMPLOYEE REPLIES TO PROPOSED ACTIONS

1. General. Employees covered by the provisions of this instruction pertaining to disciplinary actions have the right to reply to a proposed suspension or disciplinary action either orally or in writing or both orally and in writing and to be represented in accordance with Article 12 of this Agreement in presenting their answers.

2. Definitions. The right to reply to a proposed disciplinary action is the employee's opportunity to make any pleas or representations which the employee considers appropriate or believes may influence the final decision in the employee's favor. The employee's reply need not be restricted to matters relating solely to the reasons stated in the notice of proposed action.

a. Written replies. The right to reply to in writing presents no substantial problems in terms of what is permissible or required. The written reply need not be in affidavit form but if the employee wishes to collect affidavits the employee may do so. If the employee wishes to present an oral reply, the employee may request the opportunity to do so as a part of or in conjunction with the written reply.

b. Oral replies. The right to reply orally does not confer on the employee a right to a formal hearing in which the employee may call witnesses or cross examine his/her accusers. The right to a hearing in connection with an appeal is separate and distinct matter arising out of an unfavorable decision on the proposed disciplinary action. The meeting is not an interrogatory, nor is it an extension of the initial investigative procedure.

3. Person to Hear Reply. The employee's written or oral reply should be directed to the management official who has the authority to make the final decision, although the reply may be directed to an official who is in a position to effectively influence the decision of the deciding official. Where feasible the official receiving the reply should be other than the individual who proposed the action; where not feasible, the proposing official may receive the reply. In any case, if a reply is made, the person receiving the reply will prepare a transcript or written summary of the reply for inclusion in that case file.

4. Employee Representation. In replying to a proposed disciplinary action, an employee is entitled to representation in accordance with Article 12 of this Agreement of his/her choice except when such representation would constitute a real or apparent conflict of interest or position, conflict with priority needs of the activity or would give rise to unreasonable costs to the Government.

5. Time Limits. An employee is entitled to whatever time is reasonably required to prepare and submit the reply. This may vary widely from case to case, being affected by such matters as the number and complexity of the reasons for the action; the amount of time that might be expected for the employee to collect and submit all information which is reasonably pertinent to the issues raised in the advance notice and the amount of time the employee might need to review the material relied on to support the reasons in the notice. Normally, the employee will be provided a minimum of ten calendar days to present his/her reply with the opportunity for a reasonable extension of the time limit if requested by the employee and supported by adequate justification. If the employee does ask for additional time it should be granted or the activity must be prepared to show that the amount of time it did allow was in fact reasonable under the circumstances.

6. Official Time. An employee who is replying to a proposed action, and the employee's representative, as per Article 12 of this Agreement, may be granted reasonable amounts of official time (normally not in excess of eight hours) for such purposes as obtaining advice on rights and privileges under governing regulations, arranging for affidavits, reviewing the material on which the reasons for the action are supported and seeking such other information or assistance pertaining to the action as can be obtained only during the normal duty hours of the employing activity. In presenting a personal reply, the employee, and the employee's representative, shall be deemed to be in official duty status.

7. Conduct of Personal Interview. The official receiving an employee's oral reply to a proposed action is responsible for establishing the time, date and place of the meeting in order to provide the employee an opportunity to present his/her position in a response to the proposed action.

a. Privacy. Personal interviews with employees should be conducted in such a manner as to ensure the employee the maximum degree of privacy. Especially in those cases involving the employee's alleged misconduct or delinquency, lack of privacy may be embarrassing and could inhibit a free and frank discussion of the facts, genuine expression of contrition or pleas for leniency which might otherwise influence the final decision.

b. Participants. Normally, those persons present at the interview will be limited to the official receiving the reply, the employee involved in the action, the employee's representative, if any, and a person to prepare a transcript or summary of the discussion. Where the situation warrants and the employee does not object, other persons may be present but the purpose of their presence should be explained to the employee

c. Procedure. The official receiving the reply should attempt to provide as relaxed an atmosphere as conditions will permit. Regardless of the reasons for which the action is being proposed, the employee should be treated courteously and with respect. As much as possible, the official receiving the reply should avoid the appearance of sitting in judgment of the employee or indicating disapproval, condescension, moral indignation, impatience or disbelief. While the official may ask questions of the employee to clarify his/her own understanding of the employee's position, he/she should not attempt to cross-examine the employee and he/she should exercise care to preclude argumentative discussions. Before terminating the meeting the official should ensure that the employee feels that the employee has had an opportunity to present the employee's position fully by asking the employee a direct question to that effect. The employee should be informed that the personal reply as well as any written answers that may have been submitted will be given full consideration before a final decision is made on the proposed action and the employee will receive the decision in writing at the earliest practicable date.

d. Employee Responsibility. In presenting a personal reply to a proposed adverse action, an employee is expected to state the position in reasonable and temperate terms. The employee is solely responsible for arranging his/her own representation, (if such representative is not affiliated with the Union), for ensuring that the representative is available to attend the meeting, and for the representative's general deportment and assertions.

8. Record. A written summary or transcript of an employee's oral reply to a proposed action will be prepared for inclusion in the case file.

## **APPEAL/GRIEVANCE RIGHTS**

1. **General.** Employees have the right to appeal or grieve all adverse actions. All notices of formal adverse actions must inform employees of their right to appeal or grieve the action in question and to obtain guidance and advice on the procedural and regulatory aspects of appealing or grieving the action from the personnel office.

## DISCHARGE DURING PROBATION OR TRIAL PERIOD

1. Definition. Discharge during probationary or trial period means the termination or removal from employment of a permanent employee before the employee acquires tenure through the completion of a one year trial or probationary period. Although it is not an adverse action, the subject is covered in this instruction for convenience.

2. Purpose. The probationary period is the final and most significant step in the examining process. It is during this period that an employee's conduct and performance of his/her duties can be evaluated.

3. Authority. Notices of Discharge during trial or probationary periods will be issued by levels of management at or above the Branch. When it is necessary to notify the employee in advance that the employee's discharge during the probationary period is being proposed, the advance notice may be issued by the immediate supervisor or at any level of management above the immediate supervisor.

4. Procedures. The following procedures shall be used when the discharge of a probationer is contemplated.

a. Conduct of performance on or After Entrance on Duty. When a separation is based entirely on deficiencies in performance or conduct after entrance on duty, the probationer is notified in writing why he/she is being discharged and the effective date of the action. As a minimum, the notice must indicate conclusions on the inadequacy of the probationer's conduct or performance. Although it is not necessary, it is good practice to furnish every discharged probationer with factual information about the performance or conduct to make the basis for the discharge clear.

b. Conduct Before Appointment. When separation action is based wholly or in part upon the probationer's conduct before employment (such as intentional falsification of application forms or other pre-appointment documents) the probationer is entitled to a notice in advance indicating the reasons for the discharge with sufficient specificity and detail for the probationer to understand them and reply to them. It must inform the probationer of the right to reply in writing and submit affidavits in support of the reply and identify the person or office to receive the reply. The notice shall fix a reasonable time for the probationer to prepare and return the reply. The length of time allowed is governed by the difficulty of preparing a reply to the allegations made, but normally five work days should be sufficient. Bona fide consideration must be given to the probationer's answer. If the reasons are successfully rebutted, the action should be canceled or if mitigating circumstances are present, a lesser remedy may be appropriate. The probationer shall be given a written decision indicating the basis for of discharge and the right to appeal discharges to the MSPB if the probationer believes that the discharge was based upon considerations involving partisan politics or the probationer's marital status. The decision shall also inform the probationer of the right to file a discrimination complaint if the probationer believes that the discharge involved improper discrimination because of the probationer's race, religion, sex, color, age, national origin or handicapping condition.

c. Discussion. Whenever practicable (i.e., the employee is available and his/her conduct is not threatening) the probationer's supervisor or other management official contemplating the discharge of the probationer shall discuss with the probationer the reasons for the discharge. During the discussion, the probationer will be informed of the basis for the action in a way that will be understandable to the probationer and the probationer will be given an opportunity to present his/her position. The official conducting the discussion will prepare a written summary of the discussion and attempt to obtain the probationer's written concurrence on the accuracy of the summary. After considering the probationer's position, the official will determine what, if any, further action may be appropriate. If the probationer is to be discharged, a Notice of Discharge during trial or probationary period will be prepared and sent to the personnel office for review. The notice will indicate management's conclusions concerning the inadequacies of the probationer's performance or conduct, the basis of these conclusions and supporting material.

d. Delivery of Notice. After the Notice of Discharge during trial or probationary period has been prepared by the supervisor or other management official and reviewed by the personnel office, it will be forwarded to the appropriate management official for signature and delivery to the employee in accordance with the provisions of this instruction. If the reasons for discharging the probationer are based wholly or in part on pre-employment conduct, an advance notice will be prepared and delivered in the same manner. Notices of decision must be delivered prior to the effective date of the probationer's separation.

e. Employee's Answer. Probationers whose employment is being terminated during their trial or probationary periods on the basis of their pre-employment conduct have the right to answer the proposal to discharge them. The answer must be in writing and should normally be submitted within five workdays of their receipt of the proposal although additional time may be allowed in unusual circumstances. The answer must be supported by affidavits and should be addressed to the management official having authority to issue the notice of decision. While there is no requirement to grant a personal interview, the deciding official may do so if he feels that it would contribute to a more equitable decision.

f. Timing of Separations. In discharging a probationer during a trial or probationary period, separation from the rolls must be effected before the probationer has completed the trial or probationary period. Otherwise, the procedures applicable to appealable adverse actions are mandatory. To discharge a probationer before the completion of the probationary period, the separation must be effective before the end of the tour of duty on the last day of probation, which is the day before the anniversary date. Because separations are effective at midnight and probationary periods are completed at the end of a tour of duty, it is advisable to discharge the probationer no later than the day before the trial or probationary period will have ended.

g. Appeals.

(1) An employee who is discharged from employment during a probationary or trial period may appeal that decision to the MSPB on the grounds that the discharge:

- Was based upon partisan politics or marital status when discharge for these reasons is not required by law, or
- was not in compliance with the regulatory procedures for such actions.

(2) An appeal to the MSPB must be filed any time during the period beginning with the day after the effective date of the discharge until not later than twenty calendar days of the effective date. Additional information on appealing to the MSPB is contained in this instruction or may be obtained from the personnel office.

(3) An employee who is discharged from employment in an excepted appointment has no right of appeal to the MSPB unless the employee preference eligible who has completed one year of current continuous service in the same or similar position.

h. Records. Notices of discharge during the probationary or trial periods and background documents for the action must be kept for two years from the effective date of the action. These records must be retained in the personnel office, by subject rather than in or with employee personnel records. Upon request from a state agency for unemployment insurance claims purposes the personnel office must furnish a brief, factual summary of the reasons for the action. The disclosure of information from this file to a state agency for this purpose is permissible.



## DISCHARGE (TEMPORARY EMPLOYEES)

1. Definition. A discharge is the separation from employment of a temporary employee or other employee not serving a trial or probationary period or otherwise entitled to the protection of adverse action procedures. It is not an adverse action, but it is included in this instruction for convenience.

2. Purpose. Although the employment of an employee may be terminated for a variety of reasons (e.g. lack of work or lack of funds) the discharge procedures contained in this instruction are applicable only to those employees whose employment is being terminated as the result of their willful misconduct and/or unsatisfactory performance.

3. Authority. Notices of Discharge will be issued by levels of management at or above the Branch level.

4. Coverage. The procedures used in discharging an employee apply to all employees of activities covered by this instruction who are not serving a trial probationary period or entitled to protection under the adverse action procedures .

5. Procedures. The following procedures, as well as any collective bargaining agreements, will apply to discharging an employee for misconduct or unsatisfactory performance:

a. Discussion. Whenever practicable (i.e., the employee is available and his/her conduct is not threatening) the employee's supervisor or other management official contemplating the employee's discharge shall discuss the reason for the discharge with the employee. During the discussion the employee will be informed of the basis for the action in a way that will be understandable to the employee and the employee will be given the opportunity to present his/ her position. The official conducting the discussion will prepare a written summary of the discussion and attempt to obtain the employees written concurrence with the accuracy of the summary. After considering the employee's position, the official will determine what, if any, further action may be appropriate. if the employee is to be discharged, a Notice of Discharge will be prepared indicating the official's reasons for separating the employee and sent to the personnel office for review, accompanied by the necessary supporting material

b. Delivery of Notice of Discharge. After the Notice of Discharge has been prepared and reviewed it will be forwarded to the appropriate management official for signature and delivery to the employee in accordance with the provisions of this instruction. The notice must be delivered prior to the effective date of the employee's separation.

c. Appeals. An employee who is discharged from temporary employment has no right to appeal the action to the MSPB on any basis.

d. Records. Notices of Discharge of temporary employees and background material documenting the reasons for the action must be kept for two years from the effective date of the action. These records must be retained in the personnel office with the employee's personnel records. Upon request from a state agency for unemployment insurance claims purposes, the personnel office must furnish a brief, factual summary of the reason for the action. The disclosure of information from the file for this purpose is permissible.

**LIUNA  
AT  
MECHANICSBURG**

MAILING ADDRESS:  
P.O. BOX 306  
MECHANICSBURG, PA 17055



**LOCAL UNION  
No. 1170**

AFFILIATED AFL-CIO

PHONE: (717) 605-2070  
FAX: (717) 605-1168

July 8, 2002

TO: DDSP Commander, Captain Chris McKelvey

FROM: Jerry Sutton, Business Manager, LIU Local 1170

In accordance with Article 4, Section 2 of the Negotiated Agreement between Defense Depot Susquehanna Pennsylvania, and Laborers' International Union of North America, Local 1170, this serves as notice of intent to negotiate an amendment to that agreement. We propose to amend Article 16, Section 3 to read as follows:

Section 3. Employees may be required to furnish a doctor's certificate or equivalent documentation within a calendar week of returning to duty after four (4) consecutive workdays of absence due to sick leave and/or LWOP based on illness, if the leave is of a suspicious nature.

**NOTE:** Supervisors and employees are reminded that they should be aware of the number of undocumented Sick Leave days used.

Supervisors shall notify Depot Security for the purposes of requesting an investigation and courtesy copy the Union and the employee with a copy of the written request. (Intent is to use security to investigate those incidents where there is potentially true incidents of illegal use of Sick Leave, i.e. fraud; individual had annual leave denied, called off sick; and information or evidence becomes available which would prove the individual was not truly in need of Sick Leave).

*Jerry Sutton*  
7-8-02

Agreed

*Simon Ellberger*  
7/29/02

C/C: Simon Ellberger

LIUNA  
AT  
MECHANICSBURG

MAILING ADDRESS:  
P.O. BOX 306  
MECHANICSBURG, PA 17055



LOCAL UNION  
No. 1170

AFFILIATED AFL-CIO

PHONE: (717) 605-2070  
FAX: (717) 605-1168

July 8, 2002

TO: DDSP Commander, Captain Chris McKelvey

FROM: Jerry Sutton, Business Manager, LIU Local 1170

In accordance with Article 4, Section 2 of the Negotiated Agreement between Defense Depot Susquehanna Pennsylvania, and Laborers' International Union of North America, Local 1170, this serves as notice of intent to negotiate an amendment to that agreement. We propose to amend Article 32, Section 3 to read as follows:

Section 3.

- a) When the supervisor determines that employees must be moved on a temporary basis to another building within the same supervisor's area of responsibility, seniority within title, series and grade will be followed by soliciting for volunteers and then assigning by inverse seniority, ensuring qualifications for assignment are met.

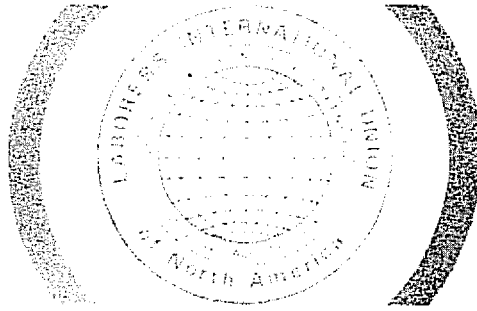
*Respectfully*  
*Jerry Sutton*  
*7-8-02*

*Agreed*  
*Simon Ellberger*  
*7/29/02*

C/C: Simon Ellberger

**LIUNA  
AT  
MECHANICSBURG**

MAILING ADDRESS:  
P. O. BOX 306  
MECHANICSBURG, PA 17055



**LOCAL UNION  
No. 1170**

AFFILIATED AFL-CIO

PHONE: (717) 665-2070

30 January 2003

Subject: OVERTIME/SUPERVISOR AREA OF RESPONSIBILITY

Employees will perform all overtime to include mandatory overtime within their assigned supervisor's area of responsibility. All sign up sheets will be by supervisor's area of responsibility. Employees may be placed on a loan outside of their supervisor's area of responsibility if the work loads mandates.

Loan out procedures will be fair and equitable in accordance with the collective bargaining agreement.

Jeffery D. Ressler  
Warehousing Division II West  
Mechanicsburg Site  
Defense Depot Susquehanna, Pa

Jerry D. Sutton  
Business Manager  
LIU Local 1170

*Jerry Sutton*  
1-30-03

**LIUNA  
AT  
MECHANICSBURG**

MAILING ADDRESS:  
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**LOCAL UNION  
No. 1170**

AFFILIATED AFL-CIO

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July 8, 2002

TO: DDSP Commander, Captain Chris McKelvey

FROM: Jerry Sutton, Business Manager, LIU Local 1170

In accordance with Article 4, Section 2 of the Negotiated Agreement between Defense Depot Susquehanna Pennsylvania, and Laborers' International Union of North America, Local 1170, this serves as notice of intent to negotiate an amendment to that agreement. We propose to amend Article 3, Section 2 to read as follows:

Section 2. The Unit to which this Agreement is applicable is composed of all non-supervisory Federal Wage System employees of the Defense Logistics Agency and the Defense Depot Susquehanna Pennsylvania (West Site).

*Jerry Sutton*  
7-8-02

*Agreed*  
*Simon Ellberger*  
7/29/02

C/C: Simon Ellberger

## *Rules for Determining the Holiday*

If a holiday falls on a full-time employee's regularly scheduled day off (RDO), then he/she gets the holiday on another day, called the "in lieu of" holiday. This is determined as follows: If the holiday falls on a Sunday, the employee must take the next regularly scheduled workday following the holiday as his/her "in lieu of" holiday. If the holiday falls on any day other than Sunday, the employee must take the last regularly scheduled workday preceding the holiday as his/her "in lieu of" holiday.

**MEMORANDUM OF AGREEMENT**  
**Car/Van Pooling and Mass Transit Policy**

DLA Distribution Susquehanna, PA and the Laborers' International Union Local 1310 encourage the use of car/van pools and mass transit, and therefore agree to the following Car/Van Pooling and Mass Transit Policy:

Employees who wish to participate in carpooling or vanpooling, or use mass transit may request to adjust their start and stop times to accommodate the majority of those with whom they commute or the mass transit schedule(s) by submitting a request in writing using the attached form (Request To Adjust Duty Hours to Accommodate Car/Van Pool or Mass Transit Schedule).

Completed request forms can be mailed via inter-depot envelope to DLA Distribution Susquehanna, PA Public Affairs Office Room OS157 in Building 2001 or faxed to 770-7162.


Management will make every effort to respond to requests within 7-10 days of receipt, or earlier when necessary and identified on the request form.

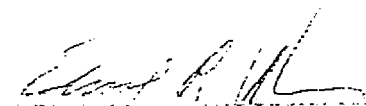
It is understood by the parties that every request will be evaluated fairly and on an individual basis and that additional information may be requested from employees when necessary to evaluate and respond to their request. If an employee chooses to stop participating in a car/van pool or use mass transit, he/she will immediately notify the supervisor so that hours may be adjusted to the original start and stop time.

It is mutually agreed that changes under this agreement are limited to start and stop times only, and do not affect shifts or Regular Days Off (RDO). Changes to Compressed Work Schedules will be handled through the process outlined in the current negotiated agreement.

For LIU Local 1310:

For DLA Distribution Susquehanna:

  
Fred Klein, Field Representative (Date) 07/13/11

  
Edward R. Visker (Date) 7/13/11  
Deputy Commander