



AGREEMENT

BY AND BETWEEN

**DEFENSE
LOGISTICS
AGENCY (DLA)
DISTRIBUTION
RED RIVER, TEXAS**

AND



**NATIONAL
ASSOCIATION
OF
INDEPENDENT
LABOR,
LOCAL 5**

NAJL
NATIONAL ASSOCIATION OF
INDEPENDENT LABOR



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PREAMBLE

In accordance with Title VII of Public Law 95-454, the Civil Service Reform Act of 1978, and subject to all applicable statutes and regulations, this negotiated Employer-Union Agreement hereinafter called the Agreement is entered into between Defense Logistics Agency (DLA), DLA Distribution Red River, Texas, hereinafter referred to as the EMPLOYER, and the National Association of Independent Labor, (NAIL), Local 5, hereinafter referred to as the UNION.

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

ARTICLE 1

RECOGNITION AND UNIT DEFINITION

The Employer recognizes the Union as the exclusive representative of all employees employed by the Defense Logistics Agency (DLA), DLA Distribution Red River, Texas, excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations of appropriate Government wide authorities, including the CFR; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by the regulations of appropriate Government wide authorities.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation that affects personnel policy, practices or working conditions.

ARTICLE 3

EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Agency Employer.

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws –
 - 1. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade, or pay, or take other disciplinary action against such employees.
 - 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
 - 3. with respect to filling positions, to make selections for appointments from
 - (A) among properly ranked and certified candidates for promotions.
 - Or
 - (B) any other appropriate source; and
 - 4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating-

- a. at the election of the Employer, on the number types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. procedures which management officials of the agency will observe in exercising any authority under this article or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. Each employee has the right, freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

Section 2. The Employer and Union agree that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representatives of the Employer or Union.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 4. Nothing in this Agreement precludes any employee of the bargaining unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his/her own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

Section 5. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

Section 6. In the administration of this Agreement and working conditions the parties endeavor to maintain an atmosphere of mutual respect where all employees are treated fairly, equitably, and without discrimination - regarding political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions irrespective of the work performed or grade assigned - in accordance with the Employer's Equal Employment Opportunity and Merit Protection Principles.

Section 7. The employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. Such absences from work will be with the approval of the supervisor as set forth in this agreement and limited to reasonable amounts (s) of time sufficient in duration to conduct discussions and/or actions deemed necessary.

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical and mental handicap.

Section 2. The Union shall act for and negotiate agreements covering all employees in the unit and shall be obligated to represent the interests of all such employees without discrimination and without regard to Union membership.

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. A Union representative may be present during orientations. The employer will advise the union of orientation sessions.

ARTICLE 6

UNION REPRESENTATION

Section 1. The Employer shall recognize the officers, stewards, and specialists of the union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

Section 2. Union representatives will be granted reasonable time off without charge to leave, in accordance with Section 3, to perform representational functions.

Representational functions include:

- a. Investigate, prepare and/or present grievances, appeals, claims, ULPs and EEO complaints.
- b. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.
- c. Research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings.
- d. Contract administration.
- e. Third party proceedings.

Section 3. The Union President, or designee, and Chief Steward shall each be allowed 50% of the workday on official time to perform authorized representational duties. In addition to the above, a bank of 2,500 hours per year will be allowed for the President, Chief Steward, Specialists and Stewards to perform authorized representational duties. Additional official time is authorized pursuant to 5 U.S.C. 7131 (a) and (c) without charge to the bank when negotiating on a new collective bargaining agreement and proceedings directed by the FLRA.

Section 4. The following procedures shall govern in establishing contacts between employees and union representatives:

- a. An employee desiring to meet with a union representative on official time shall notify their supervisor. Supervisors will arrange with the Union an appointment for an employee requesting to see the Union, as soon as possible, after the request is made. In any case, the appointment will be made no later than close of business the next working day. This meeting may be delayed by mutual consent of the Union and management. The meeting time will be communicated to the employee. If the meeting is not arranged as agreed, the employee will have the right to schedule their own appointment with the Union and then inform the supervisor of that meeting time. Normally, the Union President, or designee, and the Chief Steward shall be released on official time when requested unless there are compelling work requirements.
- b. A steward/Union representative desiring to speak to an employee shall contact the employee's supervisor and arrange a tentative appointment. The Steward/Union

representative shall notify his/her supervisor of the tentative appointment and confirm the arrangements.

- c. Supervisors shall make every effort to release stewards on official time and the Union will make every effort to use the time in the second half of the steward's workday.
- d. The parties agree to the use of the DDRT Form 122E, Steward's Log, as a means of verifying use of official time. This log will be maintained by the steward's supervisor, and both will be responsible for the orderly and timely entries into this log. At the end of each day, the supervisor and steward/Union representative will verify each entry with initial and date. This form will then be forwarded monthly to the designated POC and the Union.

Section 5. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative of unit members.

Section 6. Representatives of the national office of NAIL will be allowed to visit the installation on appropriate Union business following applicable local procedures for gaining access.

Section 7. The representative of the Union for administration and implementation of this agreement will be the duly elected or appointed President of the Union or the person whom he/she designated in writing to act in his/her place.

Section 8. The President may designate a steward to serve as specialist in a specific area (such as Promotion Specialist, Traffic Specialist, Retirement and Compensation Specialist, Safety, and Industrial Hygiene Specialist) to serve in lieu of the Chief Steward in a grievance or appeal.

Section 9. Union officials will receive performance appraisals based on their actual work performed within their respective performance plans. There will be no relationship between union related activities and the appraisal.

Section 10. If during a scheduled Union visit to a building, an employee who the Union is not scheduled to visit asks the Union a Union question, the Union may respond to the question if the response takes no longer than 5 minutes. Otherwise, the Union will advise the employee that pursuant to the contract, the employee must ask his/her supervisor to make an appointment.

ARTICLE 7

INFORMATION AND UNIT MEMBERSHIP LISTS

The Employer, at the request of the Union, but not more often than four times a fiscal year, will furnish the Union with a list by organization of names, positions, titles, series, grades; organization code; SCD; and TDP of all employees in the bargaining unit. This information, which will be furnished within fifteen calendar days after the written request is received, will be used in conjunction with administering this Agreement.

ARTICLE 8

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. Matters subject to consultation or negotiation are personnel policies and practices and matters affecting working conditions of unit employees which are within the discretion of the Employer so far as may be proper under applicable laws and regulations. These matters may include, but are not limited to, safety, training, labor- management relations, employee services, welfare and pay practices, methods of adjusting grievances, appeals, leave, promotion procedures, demotion practices, RIF practice, and hours of work.

Section 2. Upon request, the Parties will negotiate:

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

Section 3. The Employer will provide the Union written notice of proposed changes to conditions of employment.

- e. Within 5 workdays the Union will request to meet with the Employer to discuss the proposed changes and intentions or submit a written request to bargain with proposals.
- f. If a meeting is requested, the meeting will take place within 5 workdays.
- g. After the meeting is held, the Union shall have 10 workdays to submit written proposals, if any. If the matter is resolved during the meeting, the agreement will be documented.
- h. If written proposals are not received within the allotted time frame, it will be considered that the Union agrees with the Employer's proposals and the proposal(s) will be implemented.
- i. If the Union submits proposals, the Parties will meet within 10 workdays of receipt of the Union's proposals.

Section 4. The Employer shall respond in writing, within 10 workdays of receipt of Union initiated written proposals to changes to conditions of employment.

ARTICLE 9

EMPLOYER-UNION MEETINGS

Section 1. Union representatives may meet with management officials of the Employer on appropriate subjects of general interest to employees.

Section 2. A Union representative desiring to meet with a management official on an appropriate subject of general interest to employees shall orally inform his/her immediate supervisor of the name of the official with whom he/she desires to meet.

Section 3. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

ARTICLE 10

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek of employees in the unit is the calendar week, 0001 hours Sunday through 2400 hours Saturday.

Section 2. The basic workweek will consist of a prime day shift beginning on Monday and secondary tours of duty. Employees shall be granted, on a non-paid basis, one-half (1/2) hour for lunch each workday.

Section 3. The Employer agrees that when employees are required to work during the normal lunch period, they shall be granted a lunch period equal in length to the normally designated lunch period. Daily work hours in excess of the scheduled workday are covered in Article 11, Overtime.

Section 4. The Employer agrees to notify employee(s) at least seven (7) calendar days before the beginning of the first administrative workweek affected by a change in shifts and duty hours. Notification of changes less than 7 days may occur where the Employer would otherwise be handicapped in carrying out its mission or if costs would be substantially increased.

Section 5. The Employer agrees to grant each employee two (2) fifteen-minute breaks each workday during normal duty hours and an additional 10-minute break for each 2 hours of work thereafter, with the first break being between the regular shift and the start of overtime.

Section 6. It is agreed that when employees in the unit are relieved from duty by the Employer during their regularly scheduled tour of duty during their regularly scheduled workweek due to the interruption or suspension of operations, they shall be paid for the excused period without any part of the excused period charged to their annual leave account if the employee is otherwise on duty. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty, such decision will be communicated to employees as expeditiously as possible.

Section 7. The tour of duty will cover 40 hours for all full-time employees.

Section 8. Other tours of duty and irregular shifts within the administrative workweek will be determined by the Employer to meet mission requirements. Procedures for staffing and changing tours of duty of an organizational element will be accomplished in accordance with Section 9.

Section 9.

- f. When a prime shift vacancy occurs within a division and the Employer determines to fill it at a particular title, series, grade, and PD number, employees by seniority will be extended the offer. The employee will have five workdays to accept the position. Prime shift is defined as Monday-Friday; 0600-0800.

- g. When job requirements necessitate a management directed reassignment, moving one or more employees between more than one shift/tour, movements, and assignments to shifts will be made to qualified employees through their preference and seniority. Competition for shifts will be between employees of the same title, series, grade, and PD number in the losing organization.
- Receiving:
 - Prime shift vacancies for Receiving will only be offered to employees in receiving on a non-prime shift.
 - Warehousing:
 - Prime shift vacancies for warehousing, will only be offered to employees in warehousing on a non-prime shift.
- h. Reorganization involving addition or elimination of a division level organization that moves employees from a prime shift will require a division level shift canvass.
- i. The filling of vacancies other than prime shift will be accomplished by competitive promotion announcement, re-promotion eligible, lateral reassignment, etc., if there are no willing volunteers within the immediate organization.
- j. Qualified employees in the same title, series, grade, and PD number may switch with one another provided management official(s) concur. The employee's seniority may be considered.

Section 10. It is agreed that when making shift assignments based on service computation date, ties in seniority will be broken by considering the last four digits of employees Social Security Number (to be referred to as the employee identification number). The smallest number will be the starting point, "highest seniority."

ARTICLE 11

OVERTIME

Section 1. Overtime is defined as hours in a pay status in excess of your normal scheduled workday or more than 40 hours in any one work week. Employees qualifying for overtime will have their time computed in accordance with applicable law and regulations. Eligible employees at their request, may receive compensatory time off instead of overtime pay for time spent in irregular or occasional overtime work.

Section 2. Upon the Employer's determination of the organizational element that will perform the overtime work, overtime offers will be equitably distributed on a rotational basis among the employees who meet the requirements of the prospective assignment and who are assigned to the same title, series and grade with required skills and training within the immediate organizational element, provided the employees perform the work to be accomplished during the overtime period as a requirement in their regularly assigned duties. The immediate organizational element is defined in Article 51, Section 8. Exceptions to the normal rotation roster may occur when work performed requires assignment of personnel who normally perform the duties for continuity of work purposes.

Section 3. Overtime rosters will be established and maintained current by the Employer for each organizational element. The roster will include a place for the employee to initial their acceptance/declination of the overtime offer. (See Appendix A.) Following a shift canvass, new rosters will be established in the affected organizations with all employees listed on the roster having 0 hours. New rosters will be implemented at the beginning of the first pay period beginning on or after January 1 of each year.

- k. First offering of overtime will be based on the seniority of the employee. In the event an offer of overtime is declined, the employee will be credited with the amount of overtime offered. Next offer goes to next senior employee with the lowest number of hours offered.
- l. Offers of overtime work which fall on an employee's regular scheduled day off, will be made separately for each day. Offers of overtime to be performed before or after the scheduled workday, will be offered separately for each day.
- m. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime that would have been offered had the employee been on duty in his/her permanently assigned position. The employee will be offered overtime in competition with employees in the area where assigned. If volunteers are not sufficient to meet an overtime requirement within an organizational element from which an employee is on detail (except temporary promotion), the employee on assignment to other organizational elements will be offered overtime prior to going outside the organization element.

- n. When it becomes necessary to go outside the immediate organizational element to meet overtime requirements, offers of overtime will be to qualified employees from the overtime roster in the organization selected by the Employer to provide the additional personnel. When employees are assigned to a different organization for the sole purpose of overtime, the hours of overtime offered in other organizations will be credited in the same manner and on the same overtime roster as that offered in the regularly assigned organization.
- e. An employee on duty in his/her regularly assigned position prior to overtime being assigned will be offered the overtime if his/her name is reached on the roster.

Section 4. Overtime rosters will be made available for review upon oral request by an employee and/or the steward. The Employer will not question the reason nor delay responding to such requests. Upon request, the Union will be provided a copy of the overtime roster at time of review.

Section 5. Except in an emergency, the Employer agrees to provide the employee at least 2 hours' notice before directing the employee to work overtime. The Employer agrees to give due consideration to the employee's personal circumstances, (e.g., the need to pick up a child from childcare, carpools, etc.), subject to the paramount requirement of fulfilling the mission of the Employer. The Employer is not expected to place telephone calls to employees, not on duty, to make offers of overtime work (except as provided in Section 6 below).

Section 6. When situations occur that require the Employer to make telephone calls to employees that are not on duty, the call back roster will be used. This procedure is an exception to the regular overtime distribution.

Section 7. Prior to assigning overtime, and when time permits, the Employer will inform the Union President or designee of the number and grades of employees to be worked on overtime.

Section 8. An employee may decline an offer of overtime. When enough employees do not accept offers of overtime, the Employer will direct the required number by overtime roster to accomplish the overtime work. An employee directed to work will work.

Section 9.

- a. The Employer will make a reasonable effort to secure needed skills before directing employees to work overtime. When the skills, in accordance with Section 2 above, are available in other organizations, employees will be canvassed before employees are directed to work the overtime.
- b. Employees will not be directed to work overtime outside their organizational element unless all employees, where the work is to be performed, are scheduled to work (except employees excused for a justifiable reason). The roster will be annotated to reflect the reason an employee is by-passed or excused from directed overtime. Employee must possess required skills and training to perform the scope of the work.
- c. When directing employees to work, employees with the least amount of overtime worked will be assigned the overtime.

Section 10. When an employee is called back to work, any unscheduled overtime work performed will be considered at least 2 hours in duration for overtime pay purposes regardless of whether the employee is required to work the entire two (2) hours.

Section 11. Overtime and/or holiday work to be performed on the weekend will be offered to the employee who regularly works the shift, in the same organizational element, on which the overtime is to be performed, before going to other shifts to offer the overtime/holiday work.

Section 12. For planning purposes, the Employer may advise employees in advance of anticipated overtime or holiday work requirements. However, the employee is responsible for performing work outside the regularly scheduled tour of duty only when an offer is made, or the employee is directed to work.

Section 13. Illness or an emergency which prevents an employee from reporting for duty to perform overtime or holiday work will be reported to the supervisor no later than start of the shift. If circumstances beyond the employees control prevents notifying supervisor before start of the shift, the employee will notify supervisor as soon as practicable. The same requirements to justify an absence during the regular tour of duty will apply.

Section 14. FLSA (Fair Labor Standard Act), Non-exempt employees shall have the right to elect or reject compensatory time off in lieu of overtime pay, for overtime work and shall be protected from coercion or reprisal in this right. FLSA exempt employees shall be advised whether they will receive overtime pay or compensatory time no later than the time they are notified of the work requirement.

Section 15. Employees who fail to report for overtime without an illness or emergency reported in accordance with Section 14, shall not be considered for voluntary overtime for 30 days from date of incident. Employees under the above restrictions will remain subject to mandatory overtime.

ARTICLE 12

HOLIDAYS

Section 1. Employees shall be entitled to all the following legal holidays, along with any other day designated as a Holiday, by the Federal Statue of Executive Order:

- o. New Year's Day (first day of January).
- p. Martin Luther King's Birthday (third Monday of January).
- q. Washington's Birthday (third Monday of February).
- r. Memorial Day (last Monday of May).
- s. Juneteenth Day (nineteenth day of June).
- t. Independence Day (fourth day of July).
- u. Labor Day (first Monday of September).
- v. Columbus Day (second Monday of October).
- w. Veterans Day (eleventh day of November).
- x. Thanksgiving Day (fourth Thursday of November).
- y. Christmas Day (twenty-fifth day of December).

Section 2. Pay for holidays will be in accordance with applicable laws and regulations.

Section 3. Federal holidays will be observed as non-workdays except for those employees considered necessary to carry out the Employer's operation.

Section 4. Work to be performed on holidays will be offered in the same manner and from the same roster as overtime work.

ARTICLE 13

ANNUAL LEAVE

Section 1. The employee shall earn and may request annual leave in accordance with applicable regulations. Annual leave will be taken in fifteen-minute increments.

Section 2. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 3. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The Employer will advise employees to schedule leave throughout the year consistent with workload requirements to help prevent such forfeiture. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year (usually the first two weeks of January) in order to be eligible for restoration of annual leave.

Section 4. It is agreed that no employee shall be called back from leave unless an emergency arises, and no other qualified employee is available to perform the required duties.

Section 5. An employee unable to report for duty, because of a personal emergency, must request annual leave by notifying the Employer as soon as possible, normally by the start of the shift. When the supervisor cannot be reached during the call, the employee must leave a telephone number where he/she can be reached for the supervisor to call back to communicate approval or denial of the request.

Section 6. The following process is to be followed for all leave requested in advance:

- a. All employees should submit annual leave planning schedules for the leave year by 30 April. This is for planning purposes only. There is no limit on the number of consecutive days off that an employee may request if the employee has sufficient leave to cover that period.
- b. Supervisors will review leave planning schedules for potential conflicts. Conflicts will be resolved based on seniority within title, series, grade and Position Description number, within each organizational element, considering mission workload. Based on this review, supervisors will communicate to employees if their leave is to be tentatively approved or tentatively denied by May 15th of the year.
- c. Employees wishing to have their leave formally approved should then submit an OPM-71 for processing to cover the tentatively approved leave dates. Supervisors will respond to submitted OPM-71's as soon as time permits but in no case later than 5 calendar days after submission unless circumstances require a more immediate response for time sensitive situations. The employee may elevate the request to the next higher supervisory level, if no response from Supervisor, within 5 calendar days.

- d. Employees who have had leave planning schedules tentatively denied should submit OPM-71's with alternative dates in order to reschedule the time they wished to have off.
- e. All other annual leave requested throughout the year will be approved on a first come, first serve basis regardless of seniority.

Section 7. Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include these days in their vacation plans.

Section 8. Scheduled annual leave will be canceled by the Employer only when an employee's services are required to meet workload requirements. Decisions to cancel previously approved leave will take into consideration work exigencies and non-reimbursable expenses actually incurred by the employee after the time the leave was approved.

ARTICLE 14

SICK LEAVE

Section 1. Employees shall earn and may request sick leave in accordance with applicable regulations and provisions of this agreement. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement as ordered by physician; medical, dental, or optical examination; or when confined because of exposure to a contagious disease requiring isolation or quarantine. Sick leave will be charged in fifteen-minute increments.

Section 2. Except when beyond the control of an employee, requests for sick leave will be made at least three days in advance of a scheduled appointment for medical, dental, or optical treatment. Other sick leave absence will be reported by contacting the immediate supervisor or his/her designee, no later than one (1) hour after the start of his /her regularly scheduled work shift unless precluded by circumstances beyond their control.

Section 3. Each employee is expected to use the minimum amount of sick leave necessary for obtaining treatment. If possible, appointments will be made on non- workdays. Where sick leave is requested, the supervisor approving the leave will take into consideration the time of appointment and travel time necessary.

Section 4. Periods of absence on sick leave in excess of three workdays should be supported by a medical certificate. This certificate should be furnished to the Employer normally upon return to duty. Signed statements by employees explaining the nature of their illness should be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. In cases of extended or extensive absence(s), the employee may be required to submit a medical statement. Normally, the diagnosis, prognosis, and appropriate applicable restrictions on activities should be sufficient.

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate will be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

Section 6. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether this requirement is necessary. The employee will be notified in writing if the letter of instruction will be withdrawn.

Section 7. The number of sick leave hours used will not in itself establish abuse.

Section 8. The Employer agrees to advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave is subject to the following:

- a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.
- b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours.

- c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance sick leave.
- d. The employee is not under a written medical certification requirement.

Section 9. Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others. A contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period.

Section 10. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

Section 11. Use of text messages is acceptable for employees who have a mutual agreement with the supervisor.

ARTICLE 15

CIVIC RESPONSIBILITIES

Section 1. Excused absences for voting purposes will be granted in accordance with existing laws and regulations.

Section 2. The parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives. Employees are encouraged as individual citizens and members of a community to contribute voluntarily to worthwhile organizations. Campaigns shall be conducted in the spirit of true voluntary giving. The parties agree that:

- a. "Fair Share" suggestions may be used as guidance and education, but the assignment of a dollar quota to an individual or wage rate is prohibited.
- b. When envelopes are used, everyone who desires to keep his/her gift private may use the envelope without his/her name being placed thereon unless he/she elected to do so.
- c. Supervisors will not act as collectors from their subordinates.
- d. Officers and stewards of the Union shall not act as collectors of contributions from any employee.
- e. Coercion, either overt or implied, shall not be practiced by collectors, supervisors, or other management personnel.

Section 3. The Union agrees to cooperate in and actively support depot programs designed to promote safety, time and material savings, transportation savings, correction of delinquency and absenteeism, and participation in such civic programs as fund drives, savings bond drives, alcoholism program, and blood donor programs.

ARTICLE 16

COURT LEAVE

Section 1. Court leave shall be granted in accordance with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, he/she shall immediately notify their supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of times he/she served as a witness or juror.

Section 2. When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness duty is being performed is within reasonable proximity to the Employer's premises, the employee shall be required to return to duty or be charged annual leave or leave without pay for the period of his/her working day not spent as a juror or witness; a reasonable time for travel back to the Employer's premises shall be permitted without charge of leave. It is agreed that "substantial portion" means either excusal by the court (5) hours or more prior to the end of the employee's shift or excusal from reporting to jury duty (5) hours or more after the beginning of the employee's shift. As an example, employees on tour of duty 0700-1530 shift do not have to report to work prior to jury duty when jury duty reporting time is prior to 1200. If an employee is released by the court prior to 1030, they do have to report to work, or request leave.

Section 3. Employees may retain reimbursement for out-of-pocket expenses for mileage, tolls, parking etc., paid to them by the court.

Section 4. An employee on other than a standard day shift, if summoned as a juror or witness, and if entitled to court leave, shall be temporarily assigned to the Employer's standard day shift for the duration of the jury or witness duty. An employee is entitled by Statute to any night shift differential pay he/she would have received if not for the jury or witness duty.

ARTICLE 17

EXCUSED ABSENCES

Section 1. Unit employees are encouraged to serve as blood donors to the on-site mobile or when the Employer is contacted by an authorized blood donor facility because of an emergency. Employees may normally be excused up to four (4) hours at the discretion of the Employer to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Employees released to donate blood but do not donate blood must return to work.

Section 2. Employees may be granted excused absences for other purposes if specified in accordance with regulations.

Section 3. Management Officials, as authorized, may grant excused absences for up to 59 minutes.

Section 4. Two incidents of tardiness of less than 15 minutes per year may be excused by the Employer.

ARTICLE 18

FAMILY AND MEDICAL LEAVE

Section 1. Family Medical Leave Act (FMLA)

- a. In accordance with the FMLA, an eligible employee shall be entitled to a total of 12 weeks of leave without pay, annual leave, sick leave if appropriate, or a combination of such leave, in any 12-month period, for one or more of the following reasons:
 1. Birth of a son or daughter and care of the newborn (within one year after birth).
 2. Placement of a son or daughter with employee for adoption or foster care (within one year after placement).
 3. Care for a spouse, son, daughter, or parent with serious health conditions.
 4. A serious health condition of an employee that makes the employee unable to perform duties of his/her position.
- b. Provided one or more of the above conditions are met, eligible employees may not be denied use of Family and Medical Leave.
- c. An employee may elect to substitute paid leave as part of the 12-week entitlement but cannot be required to do so.
- d. To be eligible for Family and Medical Leave, employees must have completed at least 12 months of civilian service with the Federal government and have been employed for at least 1,250 hours during the preceding 12 months. Employees on temporary limited appointments of one year or less and intermittent employees are not eligible.
- e. The Employer may require medical certification to support a request for Family and Medical Leave because of a serious medical condition, and a fitness for duty report to return to work.
- f. An employee is entitled to retain health benefits coverage while on leave without pay for Family and Medical Leave provided, he/she pays the employee share of the premium. The employee will arrange payment of the premiums.
- g. Upon return from Family and Medical Leave, the employee will be restored to his/her previous position, or to an equivalent position. The following three requirements must be met: equivalent pay, equivalent benefits, and equivalent conditions of employment.

Section 2. General Provision for Use of Sick Leave for Family Members

- a. Employees may use sick leave to provide care for a family member who:

1. Is incapacitated because of physical or mental illness, injury, pregnancy, childbirth, or other condition which, if the employee has such condition, would justify the use of sick leave; or medical, dental, optical examinations or treatment; or
 2. With a series health condition; or
 3. Has a communicable disease consistent with government-wide regulation.
- b. Employees may use up to 104 hours of sick leave per year to care for a family member pursuant to 2.a.1 or 2.a.3, or for the death or funeral of a family member. Part-time employees and employees on an uncommon tour of duty have the same entitlements on a pro-rated basis.
- c. Family members are:
1. Spouse, and parents thereof.
 2. Sons and daughters, and spouses thereof.
 3. Parents, brothers, and sisters and spouses thereof.
 4. Grandparents and grandchildren and spouses thereof.
 5. Domestic partner and parents thereof, including domestic partners of any individual identified in 2-4 above; and
 6. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- d. Documentation required will be the same as that required for personal illness, consistent with government-wide regulations.

Section 3. Bone Marrow or Organ Donations

- a. Employees are entitled to up to 7 days leave each calendar year without loss of pay or charge to leave to serve as a bone marrow or organ donor. An employee may substitute up to 7 days of this paid leave retroactively for all or any portion of sick or annual leave used for this purpose since September 30, 1994.
- b. Except in cases of emergency, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the immediate supervisor to the Depot Commander for approval. This request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual leave, sick leave, or leave without pay, whichever is applicable.

Section 4. Paid Parental Leave (PPL)

Employees may use Paid Parental Leave (PPL) in accordance with the Federal Employee Paid Leave Act (FEPLA) in connection with a qualifying birth of a son or daughter or the placement of a son or daughter with an employee for adoption or foster care. PPL granted in connection with a qualifying birth or placement is used as a substitute for unpaid FMLA leave and is available during the 12-month period following the birth or placement. Employees must be eligible for FMLA leave under 5 U.S.C. 6382(a)(1)(A) or (B) and must meet FMLA eligibility requirements.

ARTICLE 19

ADVERSE WEATHER AND CONDITIONS

Section 1. When the Employer decides during duty hours to release personnel, due to adverse weather, on administrative leave, employees will be notified as promptly as possible through their respective supervisor.

Section 2. All employees will be notified annually of the depot emergency information telephone number for inclement weather or emergency conditions. Employees should call the telephone number provided to obtain the status of Depot operations. The Employer will update the telephone number as necessary and will notify employees of the change.

Section 3. When the Employer decides to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to the adverse weather line immediately after the decision is made.

Section 4. When it has been determined that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty, they will be excused in accordance with this article. Mission essential personnel will be designated in writing.

Section 5. The Employer will inform the Union President of curtailment of operations due to adverse conditions.

ARTICLE 20

LEAVE OF ABSENCE

Section 1. Leave without pay (LWOP) may be granted in accordance with applicable law and regulations.

Section 2. Employees of the unit who are selected to serve in the capacity of representatives or officers of the Union which requires absence from work will be granted annual leave and/or leave without pay for a period of time, not to exceed one year at a time consistent with workload requirements and regulation. In no case will leave without pay exceed two (2) years. If an employee of the Union applies for and is granted leave without pay the period of leave may not at any time thereafter be converted to annual or sick leave.

Section 3. Employees returning to duty from approved leaves of absences will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 4. Employees on approved leave without pay status shall accrue the rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employees Health Benefits Program in accordance with applicable laws and regulations.

Section 5. The Employer will make every reasonable effort to obtain work for employees who through no fault of their own have no leave to cover a close down period.

Section 6. Employees may be requested to submit evidentiary matter to support LWOP requests.

ARTICLE 21

SAFETY AND HEALTH

Section 1. It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 2. The Employer will strive to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations, directives and OSHA Standards. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personal protective equipment.

Section 3. When the temperature in a particular work area or site exceeds environmental standards for the type of work being performed, the employer will take precautionary measures to reduce the risk to employees exposed. Such measures may include reduction of work being performed, increased frequency or duration of rest periods, etc. This section shall apply to both heat and cold exposure situations.

Section 4. The Union may designate a safety representative to attend the safety meeting held between the DLA Distribution Red River, Texas, Commander, and his Division Chiefs.

Section 5. At least one employee in each organization element within the bargaining unit may volunteer to take First Aid training and CPR training, when offered.

Section 6. The Employer agrees to inform the Union Safety representative as soon as practicable of an accident that can reasonably be expected to result in loss of time or in property damage.

Section 7. The Employer agrees to furnish protective clothing and equipment required to safely perform required work. This includes safety glasses (including eye examination) and safety shoes or boots, as appropriate.

Section 8. The Employer will provide proper emergency medical support (first aid) for employees in a work status.

Section 9. The Employer shall investigate reported safety hazards and inform responsible parties to initiate corrections immediately if needed.

Section 10. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Drivers of the government vehicles are to be instructed to limit the number of employees seated in the vehicles to the capacity of the vehicle. Adequate seating and safety equipment will be provided before employees are required to ride in government vehicles. Where material such as steel strapping, sledgehammers, or required work tools, equipment, etc. will constitute a safety hazard, such material will not be transported in the same vehicle with personnel unless properly secured.

Section 11. Locker space will be furnished all employees, as appropriate, by the Employer at or reasonably near the work site. Employee lockers, desks, toolbox, etc. that are locked will not be opened by anyone except in the presence of or with the written consent of the employee. If the employee refuses to open it or when the employee is on extended absence, the item may be opened in the presence of a Union representative and a member of the security staff. Nothing in this provision would preclude the Agency, consistent with law, from opening locked lockers, desks, toolboxes, etc. in the absence of the employee, a Union representative, or security personnel.

Section 12. No employee shall be required to work alone at any work site where it has been determined that a hazard exists and where such determination has been published in current regulations written either by Office of Personnel Management, OSHA, or DLA, to the effect that the employee should not work alone.

Section 13. Clean and adequate eating facilities will be furnished by the Employer as close to the work site as possible and reasonable, for the utilization of the employee during the lunch period and break periods. Where practicable, the Employer will provide a refrigerator and microwave oven in break areas.

Section 14. The Employer agrees to provide adequate, clean, well-lighted toilet facilities as near to work sites as reasonable.

Section 15. Employees will not be held responsible for tools that are not locked up after the shift if instructed by a supervisor to leave tools out. In addition, locker space or a suitable container will be supplied to secure tools and equipment that is signed for by the individual employee.

Section 16. Drinking water will be made available by the Employer in all work areas.

Section 17. Employees may be furnished foul weather gear only when duties require working in harsh or severe weather. Foul weather gear will not be issued to employees as a personal item but will be retained for use as needed at the facility. Expenditure of appropriated funds will not be authorized.

Section 18.

- a. When there is reasonable cause to believe an assignment would involve an unsafe working condition, the employee may request a determination be made by appropriate safety and/or health personnel, who will investigate.
- b. An employee may decline to perform an assigned task if he or she holds a reasonable belief that (1) under the circumstances the task poses an imminent risk of death or serious bodily injury, and (2) there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 19. The Employer agrees to make periodic checks to determine the well-being of an employee assigned to work alone in an isolated area.

Section 20. Whenever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to the employees. An employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training should include instructions of proper work methods to be used and proper use of protective equipment.

Section 21. Upon request, the Union will be provided copies of required SOP and job and safety breakdown sheets for jobs in the unit.

ARTICLE 22

ON-THE-JOB INJURIES

Section 1. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incident of on-the-job injuries. The Employer will provide reasonable assistance to employees in applying for reimbursement from the Office of Worker's Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

Section 2. When the employee sustains injuries while in the performance of duty, the injured employee, or someone on his/her behalf, must within 48 hours after the injury give written notice thereof on Office of Worker's Compensation Program (OWCP) Form CA-1 or 2 to the employee's immediate supervisor.

Section 3. When an employee designates in writing a Union representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review.

Section 4. The Employer agrees to process and forward promptly those documents required of the Employer when an employee sustains an on-the-job injury and elects to file a claim.

Section 5. On the day of injury, time spent in a medical facility receiving medical attention related to an on-the-job injury, is considered duty time for pay purposes, including overtime. Compensation will not exceed the end of the employee's scheduled tour, to include scheduled overtime.

ARTICLE 23

JOB/POSITION DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The Employer agrees each position covered by this agreement that is established or changed will be accurately described in writing and classified to the proper occupational titles, series, code, and grade. Employees will be furnished a current, accurate copy of the description of the position to which assigned. The Employer retains the right to assign “other related duties” not in the Employee’s position description. An Employee assigned to “other related duties” on a regular basis may request revision of the position description and appropriate classification action to accurately reflect the job duties.

Section 2. The Employer agrees that position descriptions will be written in accordance with OPM Job Grading Standards and will be based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his/her position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union Representative if requested. Employees and the Union will be furnished a copy of any changed, position descriptions. Grievances regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 4. When an employee believes that the grade or classification of his/her position is incorrect, he/she may request in writing a review of the classification through supervisory channels. If not resolved in 30 calendar days, the employee may appeal in accordance with regulatory appeal procedures. When requested, the Employer will meet with the employee to explain the basis for the classification. The employee may designate a Union representative to assist with this process and in presentation of an appeal. The representative will be permitted to attend all meetings and will be provided a copy of all correspondence of the Employer that is furnished the employee in connection with the appeal.

ARTICLE 24

PERFORMANCE EVALUATION

Section 1. The Employer will manage the performance evaluation program under the provisions of DoDI 1400.25, Vol. 431, DoD Civilian Personnel Management System: Performance Management and Appraisal Program, and 5 CFR 430, Performance Management, as amended by this Article. It is recognized by the parties that any subsequent changes to these instructions will be negotiated between the parties.

Section 2. The Employer will discuss with the employee his/her performance evaluation prior to making it a part of the employee's record.

- a. Each Employee's performance will be evaluated fairly and objectively.
- b. The expected norm of performance for all civilian employees is the fully successful level.

Section 3. The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record. The beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year. In order to be assigned a rating of record, an employee must have performed in the official position for ninety (90) days or more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least ninety (90) calendar days against an approved performance plan during the appraisal period, the appraisal period will be extended until the ninety (90)-day requirement has been satisfied. Each employee will be provided a copy of his/her annual performance evaluation.

Section 4. Each employee will be provided a copy of his/her annual performance evaluation. An employee's signature on an evaluation, where signature is provided for, indicates only that an evaluation has been received and does not indicate an employee's agreement or disagreement with the evaluation.

Section 5. Within thirty (30) days of the start of the new performance cycle, the supervisor will discuss performance elements and standards with the employee, sign and provide a copy to each employee for the upcoming appraisal year.

Section 6.

- a. The performance rating period is April 1 – March 31, annually.
- b. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, supervisors should act as soon as they notice a performance problem or a decrease in the level of an employee's performance; The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level. Each employee will receive at least one (1) feedback during the year, near the mid-point of the performance cycle. Performance counseling sessions will be documented with a copy given to the employee.

Section 7. If the employee's performance has not risen to an "acceptable" level within a reasonable amount of time, the supervisor will conduct a review and issue a written Performance Improvement Plan (PIP). Employees will be given a minimum of ninety (90) calendar days to improve performance. The PIP will include the following:

- a. The element of the performance plan for which the employee's performance is unacceptable.
- b. How performance is unacceptable; and
- c. Specifics as to what the employee must accomplish to obtain "acceptable" performance.

The supervisor must help the employee improve performance during the PIP. Help may include closer supervision and counseling, personal demonstration, supervisory, or peer counseling, frequent reporting, special assignments, and on-the-job training.

Section 8. The employee has a right to grieve all aspects of his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within 15 calendar days of the employee receiving a copy of the performance evaluation.

ARTICLE 25

DETAIL AND TEMPORARY PROMOTION

Section 1. A detail is a temporary assignment of an employee to a position or duties other than his/her permanent position. A detail may be at an equal, higher, or lower grade level than the employee's personal grade, for a specific time. Upon the completion of the detail, employee returns to his permanent position.

Section 2. Details will be made for brief periods to meet the needs of the situation requiring the temporary service of an employee. The duration of details will conform to the time limits established by regulations. Details will not be used in lieu of other appropriate personnel action such as recruitment, promotion, or transfer.

Section 3. A loan is the short-term assignment (10 consecutive workdays or less) of an employee to another supervisor or organization to meet temporary or limited work situations where the position has the same title, series, grade, and basic duties as his/her regularly assigned position. Assignments for more than 10 consecutive workdays will be considered details. Selection for loan will be made from volunteers, if available. In the absence of sufficient volunteers, selection will be made in inverse seniority within the immediate organizational element by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. When two or more employees are detailed to the same organization, termination of the loan will be volunteers first and then by seniority. Exceptions to this section may be made by mutual written agreement of the Parties.

Section 4.

- a. The Employer shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are recorded and timely terminated.
- b. Details will normally be made from among employees of the same or equivalent grade level as the duties to be performed while on detail. The Employer shall determine the organizational element from which employees are available for detail.
- c. Selection for temporary assignments of an employee from his organizational element to another to perform duties covered by his job description will be processed in accordance with the provisions of Section 6a.

Section 5. Details to duties not covered in an employee's official job description will be recorded as follows:

- a. Details more than 30 days will be submitted on SF 52 for the official personnel folder, with a copy available to the employee, within 14 days of the effective date.
- b. Details not documented by SF-52's will be documented by the employer and a copy provided to the employee.

Section 6.

- a. Selection for detail to the same or lower grade will be made from volunteers, if available. In the absence of sufficient volunteers, selection will be made in inverse seniority within the immediate organizational element by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. When two or more employees are detailed to the same organization, termination of the details will be volunteers first then by seniority.
- b. Details are by occasion and not a rotational basis. Normally positions vacated by detail may not be filled by another detail unless there are valid reasons.

Section 7. Non-competitive temporary assignments to higher-graded positions will be considered on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization. Employees selected must meet the requirements of the prospective assignment.

Section 8. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds 30 days, and the employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding 120 days.

Section 9. Normally, a series of details may not be used to circumvent a temporary promotion.

ARTICLE 26

STAFFING AND MERIT PROMOTION

Section 1. The Employer recognizes the importance of, and benefits to be derived from, giving promotional opportunity to DLA Distribution Red River, Texas, employees. All vacant positions will be advertised except reassignments and those positions filled by re-promotion and/or reinstatement eligible. The initial area of consideration for a vacancy announcement will include the minimum area, DLA, Distribution Red River, Texas.

Section 2. This agreement provides for concurrent consideration of DLA Distribution Red River, Texas, employees, but does not restrict the right of the Employer to fill positions by methods other than promotion.

Section 3.

- a. The area of consideration for promotions must be broad enough to obtain enough highly qualified candidates, inclusive of underrepresented groups, from which to select and to provide adequate promotional opportunities for employees.
- b. The Union will be notified prior to expansion of the area of consideration.
- c. Employees who are absent for an official approved reason, e.g., on detail, on leave, at training courses, in the military service, or serving in public international organizations or on Intergovernmental Personnel Act assignments, if otherwise in the area of consideration, may not be excluded from consideration based on their absence.

Section 4. Promotion is the change of an employee to a higher grade when both the old and the new positions are under the General Schedule, or under the same type of graded wage schedule, or to a position with a higher rate of pay when both the old and new positions are under the same ungraded wage schedule or in different pay method categories.

Section 5. The Union and the Employer agree that the purpose of the local Merit Promotion Plan is to ensure that employees are given full and fair consideration for advancement and to insure selection from among the best qualified candidates. It is further agreed that these procedures must be administered in such a way as to develop maximum employee confidence and to achieve the purposes of the plan as simply and as efficiently as possible.

Section 6. Any employee who has dissatisfaction with in-service placement and training and development situations may file a grievance. Non-selection for promotion from among a group of properly ranked and certified candidates referred to the supervisor for selection, is not a valid basis for grievance.

Section 7.

- a. Vacancy announcements will be posted on Official Bulletin Boards. An electronic copy of the vacancy announcement will be forwarded to the Union at the time of posting.

- b. Announcements issued for specific vacancies will remain open for a minimum of seven (7) calendar days, except for those where an automated system is not used. In such cases, the minimum open period is 10 calendar days. Management, however, after consulting with Human Resources, has the sole and exclusive discretion to reduce an announcement open period to three (3) calendar days, based on the historical number of applications received.

Section 8.

- a. Valid special job-related requirements (including known travel requirements) may be established and must:
 - 1. Be desirable to identify highly qualified candidates from an actual or anticipated large number of applicants; and
 - 2. Be printed on the job vacancy announcement.
- b. The best qualified group are those qualified candidates who rank at the top when compared with other qualified candidates and will be referred.
- c. Each employee is responsible for seeking assistance from his supervisor/representative or the Civilian Personnel Office in planning development to qualify for positions in which interested.
- d. Notification to referred candidates will be made following the selection.

Section 9.

- a. A list of the top ten qualified promotion candidates will be referred to the selecting official for consideration unless there are tie scores. When there are less than 10 qualified promotion candidates, all will be referred. Ties will not be broken. When there is more than one vacancy, one additional applicant will be referred for each additional vacancy.
- b. Promotion actions will not be based on personal relationship or other personal favoritism or patronage. No official may, in recommending or selecting candidates for promotion or in operating the promotion program, show or give preference to any candidate based upon factors not pertinent to the candidates' qualification for performing work of a higher level, including personal friendships or political connections.
- c. The Employer may consider such pertinent factors as past performance, experience, awards, training, and education in determining the ranking of qualified candidates.

Section 10.

- a. Candidates for promotion may be interviewed. Candidates who are not readily available need not to be interviewed or may be interviewed by phone. The selecting official may choose not to interview candidates he/she has interviewed for the same position in the preceding six months. When the number of referred applicants does not

exceed ten, if one applicant is interviewed, all must be interviewed. When the number of referred applicants exceeds ten, the selecting official may choose to limit the number of candidates interviewed to ten plus one for each additional position to be filled within the selecting official's organization.

b. Upon request, the Employer will counsel unsuccessful applicants for the purpose of defining in what area, if any, the employee should improve in order to increase chances of promotion.

Section 11. Normally, employees will report to new position on the first workday following the effective date of a promotion.

Section 12. Upon request, the Employer agrees to provide Union representatives a copy of its Merit Placement and Promotion Program.

Section 13. Records necessary for proper consideration of a grievance concerning in service placement which is referred for arbitration, will be made available to the grievant, subject to compliance with the Privacy Act.

Section 14. An employee may apply for consideration for vacancies at the same or lower grade he is currently occupying if the position is specified as a trainee position or as having potential for a higher grade.

Section 15. Applications of promotion consideration of employees referred, are subject to be checked against the Official Personnel Folder (201 file).

Section 16. Applicants will be required to adhere to instructions on promotion forms. Applicants will be rated on experience, education, and training as shown on the Qualification Statement. The Employer will provide guidance and make training available on preparing applications for job opportunity announcements.

Section 17. Grievances concerning the rating and ranking of an applicant may be filed at Step 2 of the Negotiated Grievance Procedure within fifteen (15) calendar days of receipt of the rating/ranking.

Section 18. Where practicable, BUEs who do not have Internet access at their desk/workspace will be permitted to use available Employer computers and/or kiosks to prepare and submit automated job applications during non-duty hours.

Section 19. The Union will be granted access to referral lists and job announcements to be filled at DLA, Distribution Red River, Texas.

ARTICLE 27

REDUCTION-IN-FORCE, TRANSFER OF FUNCTION AND REORGANIZATION

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfers of function, or reorganization.

Section 2. The Employer will advise the Union in writing of any Reduction-in-Force, Transfer of Function or Reorganization. At that time the Union may request Impact and Implementation Bargaining.

Section 3. Adverse Actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 2.

Section 4. Consistent with the Employer's statutory rights and obligations, a Reduction- in-Force, Transfer of Function, and/or Reorganization will not be implemented until all bargaining has been completed, including Federal Labor Relations Authority negotiability procedures and/or Federal Service Impasse Panel procedures.

ARTICLE 28

CONTRACTING OUT

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act. All contracting out decisions will be in accordance with controlling regulations.

Section 2. As requirements are known, the Union will be notified in writing of the functions scheduled for review under the Commercial Activities Program.

Section 3. It is agreed that since it is to Management's advantage that the Performance Work Statement (PWS) during commercial activity reviews be as accurate as possible the Union will be given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and will be carefully considered by Management. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit. A copy of the PWS will be provided the Union when made public.

Section 4. The Union will be advised of contracting out decisions. The impact and implementation of contracting out decisions will be negotiated at request of the Union.

ARTICLE 29

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both parties agree the Employer has the right and obligation to administer disciplinary action for just cause. The agency Guideline of Penalties and Offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties.

Section 2. Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All appealable adverse actions must be supported by a preponderance of evidence.

Section 3. For the purpose of this article, the term disciplinary actions are defined as a suspension of an employee for 14 calendar days or less, or a letter of reprimand. Disciplinary actions are grievable through the negotiated grievance procedure.

Section 4. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action.
- b. A reasonable time, not less than seven (7) workdays, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply.
- c. Be represented by the Union; and
- d. A written decision and specific reasons therefore at the earliest practicable

Section 5. For purposes of this article, the term adverse actions apply to:

- a. A removal.
- b. A suspension for more than fourteen (14) calendar days.
- c. A reduction in grade.
- d. A reduction in pay; and,
- e. A furlough of thirty (30) days or less. A furlough is defined as a temporary non-pay status and absences from duty required by the Employer because of lack of work or funds, or for other non-disciplinary reasons.

Section 6. An employee against who an adverse action is proposed is entitled to:

- a. At least 30 days advance written notice, unless (1) there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or (2) circumstances prevent the Employer from providing such

notice, consistent with applicable law, rule, government-wide regulation, or court decision, stating the specific reasons for the proposed action.

- b. Not less than ten (10) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
- c. A written decision and the specific reasons therefore at the earliest practicable date.
- d. A representative of his/her choosing; and,
- e. Notice of appeal rights.

Section 7. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 8. Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than 10 workdays after receipt of the decision letter at Step 1 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

Section 9. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or his designated representative, a copy of the material relied on to support the proposed action.

ARTICLE 30

GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at any grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration unless the Union agrees to do so.

Section 3. A grievance is defined as any complaint:

- a. By any unit employee concerning any matter relating to the employment of the employee within the discretion of the Employer; or
- b. By the Union concerning any matter relating to employment of unit employees.
- c. 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 violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. The following are excluded from coverage of this grievance procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal under Section 7532 of Title 5 relating to national security matters.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates.

- g. Termination of a probationary employee.
- h. Notice of proposed action which, if effective, would be covered by this Article or excluded by a. through e. above.
- i. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by the new supervisors.
- j. Matters appealable to the Merit Systems Protection Board.
- k. EEO complaints.
- l. Discharge while serving under a time-limited appointment.
- m. Termination of temporary employees.

Section 5. Grievances may be initiated by: (a) employees (either singularly or jointly), (b) the Union, or (c) the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all the other identical grievances. Mutual agreement of the Union and Employer is a prerequisite to processing a group grievance.

Section 7. Reasonable official time will be granted to the aggrieved unit employees. Union representatives may use bank hours for representational duties to investigate, prepare and present grievances through this Negotiated Grievance Procedure.

Section 8. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual agreement between the Employer and the Union. Both the Employer and Union endeavor that the time limits of the grievance procedures be adhered to whenever possible.

Section 9. A grievance by the employee, Union, or the Employer shall be filed within 10 workdays of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints written reasons will be submitted with the grievance. The grievance must be filed in writing on the form

mutually agreed to by the Union and the Employer. Grievances must be signed by the grievant(s) and must include the following data:

- a. The aggrieved name, position title, grade, and organization, as applicable.
- b. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data.
- c. The remedy that is being sought.
- d. Identification of the representative, if any.

Section 10. Employee grievances shall be processed as follows:

Step 1. The grievance will be filed with the first line supervisor or, if a disciplinary action, the level at which the written decision was made. The filing requirements are outlined in Section 9 of this Article. The supervisor will meet with the grievant and the Union Representative within 5 workdays following receipt of the written grievance. A written decision will be provided within 5 workdays following the meeting.

Step 2. If the matter is not resolved after receipt of the Step 1 decision, the grievance may be presented to the Deputy within 5 workdays after receipt of the Step 1 decision. The Deputy or his/her designee will meet with the grievant and Union representative within 5 workdays following receipt of the Step 2 grievance. A written decision will be provided within 5 workdays following the meeting.

Section 11. Grievances resulting from decision or acts above the employee's first line supervisor or outside the employee's Chain of Command, will be submitted beginning at Step 2.

Section 12. In the event the Employer, upon review and investigation of the grievance, decides at any Step of this grievance procedure to grant the personal corrective action in whole, which is requested by the grievant, it is agreed that no meeting is necessary. Upon the grant of that corrective action by the Employer, the grievance shall be deemed settled by the Employer and the Union.

Section 13. Grievances from the Employer shall be filed in writing with the President of the Union. The Union President, or designated representative, shall meet with the Deputy, or designated representative, within 5 workdays after receipt of the grievance. A written decision shall be presented by the Union President, or designated representative within 5 workdays following the meeting.

Section 14. Union grievances shall be filed in writing with the Deputy by the Union President, or designated representative. The Deputy, or designated representative, shall meet with the Union President, or designated representative, within 5 workdays after receipt of the grievance. A written decision shall be presented by the Deputy or designated representative within 5 workdays following the meeting.

Section 15. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) workdays following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor

shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration later. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines.

Section 16. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer.

ARTICLE 31

ARBITRATION PROCEDURES

Section 1. When a matter pursued through the negotiated grievance procedure, Article 30, is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted to arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the DDRT Commander/designee or the Union President within 10 workdays of the date of receipt of the final decision. Only the parties to this agreement may invoke arbitration. Failure to request arbitration, without an extension, which is mutually agreed upon, constitutes an abandonment of the arbitration request with prejudice and renders the grievance decision final.

Section 2. Within 5 workdays after receipt of the arbitration request, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service (FMCS) submit a list of 7 impartial persons qualified to act as arbitrator. The moving party will initially pay the FMCS fee. The parties will share the FMCS fee if the Employer alleges the grievance is untimely after arbitration is invoked. The FMCS fee will be paid by the losing party. In the case of a split decision, the FMCS fee will be split equally. Representatives of the Union and the Employer will meet within 5 workdays after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven; they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which party strikes first.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an Arbitrator, or
- b. Upon inaction or undue delay on the part of either party.

Section 4. The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

Section 5. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues. Grievability and arbitrability issues, including timeliness, must be raised in writing within 30 days from the date the arbitrator is selected. Issues concerning grievability/arbitrability will be submitted to the arbitrator for a determination prior to proceeding on the merits. The arbitrator must issue a final written decision on all grievability/arbitrability issues before any hearing on the merits of the grievance. If the arbitrator determines that the matter cannot be grieved/arbitrated, then there will not be a hearing on the merits.

Section 6. The Arbitrator's fees and expenses shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. Where the Union and the

Employer mutually request a transcript or the arbitrator requests a transcript, the expense will be shared; otherwise, the party requesting the transcript shall bear the expense. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

Section 7. The arbitration hearing may be virtual or on the Employer's premises during the Employer's regular working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active-duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

Section 8. The Arbitrator will be requested to render his/her decision to the Union and the Employer as quickly as possible, but in any event no later than thirty calendar days after conclusion of the hearing unless the parties otherwise agree.

Section 9. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this agreement; this right is the prerogative of the Union and the Employer only.

Section 10. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

ARTICLE 32

TEMPORARY DUTY TRAVEL (TDY)

Section 1. TDY is defined as a temporary duty assignment outside the commuting area of Red River Army Depot.

Section 2. Employees assigned TDY may be entitled to travel advances authorized by the Joint Travel Regulations.

Section 3. The Employer may assign offers of TDY on an equitable and rotational basis among employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element, provided the employee is not under a letter of instruction for leave usage or has documented performance below the satisfactory level, or has medical restrictions preventing the employee to perform the full scope of the TDY duties.

Section 4. TDY rosters will be established and maintained current by the Employer for each organizational element, on a form mutually agreed upon by the Union and the Employer. A new roster will be established at the beginning of the first pay period after April 1 of each year.

- a. First offering of TDY will be based on the seniority of the employee by grade. In the event an offer of TDY is declined the employee will be credited with the amount of TDY offered (number of days TDY).
- b. Offers of TDY will be based on number of days TDY. Offers will be credited and remain credited even if the TDY is later cancelled. On occasions where actual TDY exceeds the number of days offered (i.e., 14 days offered and TDY is extended to 21 days) the additional days TDY will be considered an extension of the initial offer and credited to the employee who traveled on his/her return to duty. TDY that terminates with less actual TDY days than the number of days offered will remain as originally credited. Offers of TDY that are later cancelled will remain credited.
- c. When it becomes necessary to go outside the immediate organizational element to meet TDY requirements, offers of TDY will be from the TDY roster in the organization selected by the Employer to provide the additional personnel.
- d. An employee on duty or TDY in his/her regularly assigned position prior to another TDY assignment being offered will be canvassed for the TDY if his/her name is reached on the roster (and provided the employee is available).
- e. Employees who are obligated for a previous offer will be offered additional TDY trips if reached on the roster as long as the time frames for the TDY's do not conflict. Employees who are already obligated for a TDY will not be offered additional TDY trips that fall within the timeframes of the previously obligated TDY.
- f. TDY requiring country clearances, passports and/or VISAs will be offered to a primary traveler and an alternate traveler to ensure the TDY requirement is met. Offers of TDY as a primary traveler will be credited to all that were offered. Offers of TDY as an alternate will be credited only if the alternate is required to travel. When a decision is made that an alternate will travel, the number of days offered will

then be credited to all that were offered as an alternate. The TDY roster will be annotated to reflect an alternate traveled in place of the primary traveler.

- g. Offers of TDY that require country clearances, passports, and/or VISAs will remain in effect until the TDY obligation is met, regardless of changing TDY dates, or the TDY is cancelled.
- h. In the event an alternate is required to travel in place of a primary traveler and another TDY trip is offered for the same time period, the alternate will be considered unavailable.

Section 5. TDY rosters will be made available for review upon oral request by an employee and/or the steward.

Section 6. Except in emergency, the Employer agrees to provide the employee at least 2 days' notice before directing the employee to go TDY.

Section 7. Upon request the Employer will inform the Union of the number and grades of employees to be assigned TDY.

Section 8. An employee may decline an offer of TDY. However, an employee directed to go TDY will go.

Section 9. When a sufficient number of employees do not accept offers of TDY the Employer will direct the required number to accomplish the TDY work.

Section 10.

- a. The Employer will make reasonable effort to secure needed skills before directing employees to go TDY. When the skills are available in other organizations within the branch, those employees should be canvassed before employees are directed to go TDY provided the Employer knows of TDY requirements by 0900 on the day prior to the day travel commences.
- b. Employees will not be directed to go TDY outside their organizational element unless all employees of the same job title and grade in the organizational element where the work is performed are on TDY (except employees excused for a justifiable reason). The roster will be annotated to reflect the reason an employee is by-passed or excused from going TDY.
- c. When directing employees to go TDY, employees with the least amount of days TDY actually worked will be assigned the TDY.

Section 11.

- a. Normally management will not require TDY outside of the normal work week except in cases where the assignment is required for the entire administrative workweek and where the employee must travel to be in attendance.
- b. Time spent by an employee in travel status from his official duty station is considered as hours worked for compensation purposes when travel is performed under corresponding hours of regular work of the regular days off and on holidays or, when

the travel involves the performance of work while traveling, is carried out under arduous conditions, or results from an event that could not be scheduled or controlled administratively. Additional compensation for travel may be authorized by Statute.

Section 12. All TDY will be in compliance with Joint Travel Regulations (J.T.R.).

ARTICLE 33

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Union will be notified of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in function, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

Section 3. When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis.

Section 4. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 5. Subject to budget constraints, the Employer agrees to recommend approval of enrollment of employees in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being denied future courses and/or reimbursement to the employer.

Section 6. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

ARTICLE 34

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Assistance Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Employee Assistance Program as a means to restore employee alcohol and drug abusers to effective duty.

Section 3. An employee acknowledging an alcohol or drug abuse problem which effects job performance or conduct shall be given the opportunity to avail himself/herself of program resources and reasonable time to obtain assistance rehabilitation. Duty time is authorized for the initial visit and one (1) hour for six additional visits.

Section 4. Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. (Information from these records will be released to the employee's union representative upon written authorization from the employee).

Section 5. The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

Section 6. The union may provide unit employees access to additional resources or referral services to supplement the employers Employee Assistance Program. Any such resources will be at no cost to the employer.

ARTICLE 35

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

Section 3. An employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet objectives in equal opportunity. The Union may raise to the Equal Opportunity Manager issue(s) relative to Equal Employment matters. Requests for such a meeting should include the subject matter to be discussed.

Section 5. Consistent with Article 30, Section 4k. of this agreement, employees may not raise EEO complaints under the negotiated grievance procedure.

ARTICLE 36

SUGGESTION PROGRAM

Section 1. The parties agree to promote participation of employees in the Suggestion Program.

Section 2. Suggestions may be submitted through appropriate supervisory channels to the Commander.

Section 3. The employee will be advised, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond 60 days.

ARTICLE 37

WAGE SURVEYS

The parties agree that coordinated wage surveys will be conducted in accordance with 5 CFR 532, Subpart A, B, & C, as added to and amended by the OPM. Union representatives participating in wage surveys are considered to be on official assignment to an interagency function, rather than on leave or union time.

ARTICLE 38

ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY

Section 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 CFR 532.511. General Schedule employees will be paid hazardous duty pay in accordance with 5 CFR 550, Subpart I.

ARTICLE 39

SMOKING AND TOBACCO PRODUCTS

Section 1. The Union and Employer recognize that individuals have the right to have an environmentally sound work environment, which includes the right to smoke-free conditions. As such, the parties agree that there will be no smoking of tobacco, electronic/smokeless cigarettes in DLA Distribution Red River, Texas, buildings, vehicles, or motorized equipment.

Section 2. The Employer shall provide:

- a. Covered smoking areas in close proximity to the work areas to protect employees from the elements. Designated smoking areas will follow applicable host installation directives.
- b. The covered areas shall be at least 8 feet tall.

Section 3. Employees of DLA Distribution Red River, Texas, will be allowed to smoke during official break periods or during their lunch break.

Section 4. Use of tobacco products will only be allowed in outside areas away from any flammable or hazardous substances in accordance with DOD fire codes. Use of any tobacco products is prohibited within 50 feet from entrances, exits, windows that open and ventilation intakes that serve an enclosed area, where use of tobacco products is prohibited. The location of outside areas designated for tobacco product use is at the discretion of the Installation Commander, consistent with applicable regulations.

Section 5. If employees are performing duties properly assigned by their supervisors in an approved outside smoking area, they will be allowed to smoke while performing such duties. No other exceptions to this smoking policy will be allowed.

Section 6. Individuals chewing and dipping must dispose of the residue in a sanitary manner. Closed and spill proof containers will be used. Absolutely, no spitting in or on wash basins, water fountains, wastepaper cans, surfaces or floors, etc.

Section 7. Spitting is prohibited in break areas, including lunch areas, at meetings, training sessions, and any other areas while groups are assembled.

ARTICLE 40

CIVILIAN DRUG TESTING

Section 1. The parties recognize that accomplishment of the Employer's mission requires the highest standards of competence, reliability, and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of these standards.

Section 2. It is agreed that the Civilian Drug Testing Program will be administered in accordance with the DLA Drug-Free Workplace Plan, which implements the requirements of Executive Order 12564.

Section 3. Employees found to illegally use drugs shall be referred for assessment, counseling and/or referral for treatment or rehabilitation as appropriate.

Section 4. The Employer will conduct all testing and utilize all equipment in accordance with required guidelines and standards outlined in the applicable standards.

Section 5. If an employee believes that their position has been incorrectly included as a test designation position, they have 30 days from the date of notification to submit a grievance or appeal as appropriate. The notification letter will include an explanation of any grievance/appeal rights.

Section 6. The Employer will not proceed with any disciplinary action until such time as the final drug test results are provided to include any re-test of the sample that may have been elected by the employee.

Section 7. Medical documentation that demonstrates legal use of any drug by an employee may be submitted for consideration of proof of a valid use of the drug prescribed.

Section 8. An employee directed for testing will be granted necessary duty time to participate in that process.

Section 9. When a reasonable suspicion test is conducted, upon request, the employee will be provided the supporting documentation used to request the suspicion test and the report that shows the results of the drug test.

Section 10. Bargaining unit employees, upon request, will be granted Union representation to accompany them during the collection of urine samples. Union representatives may observe all functions at the collection site not otherwise prohibited by privacy, policy or safety concerns.

Section 11. Union representatives shall be in an official duty capacity not to exceed the end of their tour of duty while providing this representational service. Union representatives may accompany employees in an Agency conveyance, if provided; however, no additional transportation or other expenses will be borne by the Employer for Union participation in this process. Please note that due to the nature of this process, Union representatives may receive little or no advanced notice of an employee requesting this service.

Section 12. An employee will not be subject to body searches, frisking or disrobing except to the extent and for the purposes allowed by governing Agency policy and approved contract guidelines for service providers.

Section 13. A portion of the urine sample will be reserved for re-testing. In the event of a positive drug test result, the employee will be given an opportunity to have the reserve sample tested in accordance with the drug testing program guidelines.

Section 14. Employees, if directed to remain beyond scheduled work hours to complete testing, shall be given the choice of overtime or compensatory time as compensation, in accordance with FLSA.

Section 15. If management officials visit a testing lab for an inspection, the Union will be entitled to designate an observer to attend the inspection. The observer may request official time for this purpose.

Section 16. Information concerning drug tests will be released only to the Medical Review Officer or other personnel with a need to know who are required to be informed and are involved in the process. All others wishing this information must do so under a release of information form from the tested employee.

Section 17. Employees who make use of the EAP, either voluntarily or by referral, shall be granted administrative leave for participation in such counseling and/or treatment sessions, in accordance with program limits. Scheduling of such leave will be approved absent exigencies of business.

Section 18. Employees shall be informed of the consequences should they refuse or unsuccessfully complete required counseling or rehabilitation.

Section 19. Individuals not in test designated positions may also be subject to drug testing if the circumstances meet the Agency criteria for suspicion testing or post-accident testing.

ARTICLE 41

PARKING

Section 1. The Employer agrees to provide parking facilities to accommodate the needs of the work force in accordance with the host's parking policy.

Section 2. Except for reserved spaces, parking will be on a first come, first served basis. Reserved spaces will be authorized for:

- a. Government vehicles.
- b. Visitors (for official Government business).
- c. Handicapped/Disabled persons.

Section 3. For the purposes of handicapped/disabled parking, accessible parking spaces shall be dispersed and located closest to accessible entrances in building with multiple accessible entrances along with adjacent parking.

ARTICLE 42

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee received an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

- a. The Union agrees to provide to its members in good standing the prescribed authorization form. SF-II87. and to receive completed forms from members who want to request allotment. The president or secretary of the Union is designated to receive completed forms to enter the current amount of the regular dues to be deducted for the member each pay period and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms for processing.
- b. Allotments authorized on properly completed and certified forms which are received in the DLA Distribution Red River, Texas, Command Office will be forwarded within five (5) workdays to the processing Payroll Office.

Section 3. The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Payroll Office in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The Employer will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period or during which an employee separates from the unit or moves to a position not included within the unit of recognition.
- c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

- d. An employee may submit a properly completed SF-1188 to revoke allotment for Union Dues after their one-year anniversary. Forms are available from and may be submitted to the HR Liaison. A copy of these forms will be provided to the local Union.

Section 5. Remitting the amount withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount withheld. Payment will be forwarded from DFAS to the National Association of Independent Laborer (NAIL). In addition to the remitted amounts, NAIL will also be provided with a list of the employee members designated by their Union Local number, who have current allotment authorized on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to Local 5.

ARTICLE 43

UNION TRAINING SESSIONS

Section 1. It is to the advantage of the parties if Union officials are knowledgeable about applicable laws, regulations, and new developments in labor-management relations. Workload permitting, Union officials may be granted reasonable amounts of official time, up to 40 Hours per year, to attend NAIL-sponsored training or other courses related to representational duties that are available at no cost to the Government, either for tuition or for travel and per diem.

Section 2. Requests for such official time will include a copy of the training agenda in order to enable management to determine those portions for which official time will be authorized. The Union will forward the agenda to management at least two (2) weeks in advance of the training to review and approve the appropriate amount of official time based on the content of the agenda items. Representatives must request approval from the Deputy Commander or designee, for use of official time.

Section 3. The union will be permitted to use available Employer-owned projectors and training aids when conducting Union-sponsored training sessions, provided the training will be held on the Employer's premises.

Section 4. Union sponsored training for unit employees will occur during non-duty time.

ARTICLE 44

PUBLICITY

Section 1. The Union shall be allowed 18" x 22" of existing, official bulletin boards located in buildings where members of the Unit are employed to put up their notices and informational bulletins/letters.

Section 2. Literature posted must not violate any law or regulation or the security of the Employer or contain scurrilous or libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will ensure that material is kept current.

ARTICLE 45

UNION FACILITIES

Section 1. The Employer will provide the Union a private, lockable office of reasonable size not less than 500 square feet, that is handicap accessible. If the employer is unable to provide the square footage as identified, employer and union will meet to review the space constraints to reach a resolution. Additionally, the following will be provided at no cost to the Union:

- a. File cabinets - lockable.
- b. Telephone
- c. Chairs.
- d. Copy machine.
- e. Computer, with email and internet access, and printer.
- f. Restrooms, (near the Union office)

Note: The Union office may be moved provided the Union is given thirty days advance written notice.

Section 2. At the request of the Union and subject to availability, the Employer may make space available to the Union to hold internal Union meetings during non-duty hours of all employees involved.

Section 3. Union officials who are not DLA employees may be permitted access to the DLA facilities, consistent with the normal visitor security and access control procedures. Such officials will not be granted access to DLA computer networks.

ARTICLE 46

LACTATION PROGRAM

Section 1. The Employer will provide a clean room as needed by nursing mothers to express breast milk, other than a bathroom/restroom, that is shielded from view and free from intrusions by coworkers and /or the public and within close proximity to the nursing mothers work area as feasible. The room must provide privacy for the Lactation Program participant.

Section 2. The Employer will ensure the room is large enough to accommodate and will provide and maintain a refrigerator for storing expressed milk; a comfortable chair with lumbar support, a small table, small microwave, and trash receptacle, and storage cabinet for supplies to include but not limited to paper towels, hand soap, rubber gloves. Alternate facilities for hand cleaning within close proximity may be substituted for a sink with running water, if those facilities are equally effective and approved by the local medical authority. When sink is not located within the designated room, anti- bacterial wipes will be provided.

Section 3. The Employer will ensure the room is locked. Access will be limited to the Lactation Program Coordinator, nursing mothers and cleaning personnel.

Section 4. Participants may use their morning break, lunch period, or afternoon break in conjunction with any other approved time away from their work site. Options include annual leave, leave without pay (LWOP), or previously earned compensatory time, to include compensatory time earned through official travel or compensatory time earned in lieu of overtime.

Section 5. Participants shall clean facility after use. The Lactation Program Coordinator will make paper towels, anti-bacterial soap, and water available to participants for cleaning up after use of the lactation facility and to address potential spillage. Participants shall use good personal hygiene techniques after each use and/or clean-up activities. Participants shall dispose of all materials used for cleaning in “regular” wastebaskets, since these materials are not classified as “hazardous waste.”

Section 6. Prior to participating in the program, all personnel choosing to participate in the Lactation Program will be required to sign the DLA Participant’s Lactation Program Agreement (Appendix B) to attest to their familiarity with the Lactation Program policy, and to their commitment to adhere to program requirements for use of the room.

ARTICLE 47

AWARDS

The Employer will utilize time-off awards and monetary awards to recognize employee performance achievements and special acts throughout the year, consistent with budgetary constraints. The Employer will provide a semi-annual listing of awards for bargaining unit employees which are recorded in the EOPF. The list will contain employee name, department code, type of award, and effective date.

ARTICLE 48

CIVILIAN WELLNESS AND FITNESS

Section 1. Employees may be permitted to participate in the employers civilian Wellness and Fitness Program.

Section 2. Eligible employees may participate in regular physical fitness activities (PFA) up to a maximum of three (3) hours per week. The time must be in one (1) hour blocks of time. Only one block of time per day is authorized and unused time from previous periods cannot be banked. Specific times for participation in PFA activities will be dictated by mission requirements and approved in advance.

Section 3. Employees wishing to participate in this local program must submit to their supervisor a "Request for Approval of Administrative Leave for Civilian Fitness Activities, DLA Form 1939. (Appendix C)

Section 4. Employees will only utilize installation facilities for any period of excused absence for the PFA.

Section 5. Fitness activities suitable for administrative leave under this program should address cardiovascular/aerobic endurance, muscular strength, flexibility and body conditioning. Some examples that are acceptable are walking, jogging, biking, machine and free weights. Recreational activities such as golfing, bowling, and softball are not appropriate for administrative leave under this program.

Section 6. Each absence will be submitted to the supervisor for approval on an OPM 71 with the remarks, "Wellness/Fitness Program."

Section 7. PFA time is all inclusive to consist of traveling to and from the PFA site, time changing into and out of PFA clothes, showering, and/or cleaning up after the PFA. Physical fitness periods cannot be combined with authorized breaks but may be done in conjunction with the lunch period, subject to supervisor approval. (This does not mean that an employee gets additional time for lunch if they combine physical fitness with their lunch period).

ARTICLE 49

VOLUNTARY SEPARATION INCENTIVE PAYMENT (VSIP)

Section 1. VSIP allocations will be granted to eligible applicants with the most senior service computation date (SCD) – Leave.

Section 2. Employees who apply for VSIP will be provided at least sixty (60) days from the deadline for application, before the effective date of separation unless there is a government mandate or budget constraint that would not permit the sixty (60) day period. In the event there is a government mandate or budgetary constraint, the Employer will provide the Union, in writing, the reason(s) for the shortened notice period.

ARTICLE 50
FRAUD, WASTE, AND ABUSE

Section 1. All employees should report fraud, waste and abuse relating to the Employer, Union, and other DoD Activities.

Section 2. Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation through the chain of command. In addition, reporting agencies and phone numbers are available through various media, including bulletin boards, base publications, and internet sites. The following listed numbers are for information purposes only and were valid at the time this article was approved. Neither party guarantees the accuracy of these numbers.

Employer and other DoD Activities:

DLA Enterprise Hotline (DLA Office of Inspector General) (800) 411-9127

DoD Hotline (800) 424-9098

General Accounting Office (GAO) (800) 424-5454

U.S. Office of Special Counsel Hotlines: (800) 872-9855

(a) Prohibited Personnel Practices

(b) Whistleblower Disclosure (800) 872-9855

(c) Political Activity (Hatch Act) (800) 854-2824

Union:

U.S. Department of Labor's Office of Labor-Management Standards (202) 693-0123

ARTICLE 51

GENERAL PROVISIONS

Section 1. Access to Regulations.

The Union will be provided a copy of regulations and proposed changes thereto. Union officers/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational tasks.

Section 2. Internal Mail Distribution

Union officers/stewards may use internal mail distribution in carrying out their representational tasks. Internal Union literature may not be distributed through internal mail distribution.

Section 3. Union representatives may use the Employer's telephones in carrying out representational tasks.

Section 4. Employees will access EOPF through government computers using their Common Access Card (CAC). Employees, on duty time, may solicit the assistance of their supervisor to access their EOPF or they may solicit the assistance of the DLA Distribution Red River, Texas, Personnel Liaison Staff to access their EOPF and obtain copies of documents as requested. Employees, who are not assigned a government computer to perform their official duties on a daily basis, will be granted computer access and a reasonable amount of duty time from their supervisor to access their EOPF. This time will be granted within 24 hours of the request.

Section 5. The employee will be given an opportunity to initial each entry made on the addendum card (DDRT Form 109/Supervisor Discussion Form). Should an employee decline to initial an entry, the union official will initial to indicate that the employee was made aware of the entry.

Section 6. The Union's rights to represent employees as specified in this Agreement applies to work performed during scheduled tours of duty as well as periods of overtime. Representational functions will be kept to those situations requiring immediate action on overtime.

Section 7. Supplemental checks will be issued expeditiously when it is determined that a pay error has occurred resulting from a management error.

ARTICLE 52

DISTRIBUTION OF AGREEMENT

Section 1. The Agreement will be typed in final format by the Employer. After approval, a copy of the Agreement will be reproduced and provided to each bargaining unit employee and to new employees hired. The cost of reproduction will be borne by the Employer.

Section 2. The Employer shall furnish the Union 50 copies of the Agreement.

Section 3. The Employer will post the Agreement on the DLA Human Resources website for viewing and reference.

ARTICLE 53

DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of 6 years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for 3-year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract and unless mutually agreed to renegotiate at an earlier period.

Section 2. This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned.
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, subject to statute, the terms and conditions of this Agreement shall continue in effect until a new Agreement is affected.

Section 4. All policies, practices, and conditions of employment must be consistent with the terms of this agreement unless otherwise agreed to in writing by the parties.

APPENDIX A

INSTRUCTIONS FOR OVERTIME ROSTER

INSTRUCTIONS

1. This overtime roster is to be used to record overtime credited and worked by employees covered by NAIL contract. This same form will be used as a separate roster for TDY. Substitute "days" for hours on TDY rosters. Just note at the top that the roster is for TDY so it will not be confused with the regular Overtime Roster. Work to be performed on holidays will be offered in the same manner and from the same roster as overtime work.

2. Completion of Form:

a. Place the name of the most senior employee at the top of the first column, followed by the tour of duty to which employee is assigned. For example, if employee works Monday-Friday, enter "1". If employee works Tuesday-Saturday, enter "2". The name of the second most senior employee will be placed at the top of the second column. This will be repeated until all employees of the same title, series and grade are listed on the same roster. (NOTE: In a few units, it may take more than one page.) Below the employee's name, enter his/her service computation date (SCD).

b. Date/Remarks column will reflect date overtime is credited/worked. Remarks may include items of information deemed necessary for clarification (i.e., "John Doe directed"). Show other organizations from which overtime was offered and number hours offered.

c. The "C" column will be annotated in "RED" and will include: Hours of overtime offered the employees; hours of overtime that would have been offered but were not because the employee was not on assigned position, i.e., on leave, on light duty, on detail, temporary promotion, etc. Reason will be annotated in "R" column.

d. Employees will be credited only with hours offered that have been approved to work, not hours canvassed. Crediting of hours will occur only when the employee's name is reached and supervisor or designated person offers the approved hours.

e. Offers of overtime to be performed before and/or after the scheduled workday will be made as a single offer. Overtime to be performed on employee's regular day off will be made as a single offer.

f. When volunteers are not sufficient to meet an overtime assignment in the organization from which an employee is detailed, the detailed employee will be offered the overtime before going outside the organizational element.

g. The "W" column will reflect the hours actually worked, including "directed" overtime.

h. Employees will enter their initials in the "Initial" column.

i. The "R" column (Reason) will be annotated with one of the following codes:

- D - Declined
- A - Accepted
- L - Leave
- TD - TDY
- LD - Light Duty
- DD - Directed to Work
- DE - Directed but excused (Remarks required)
- NA - Not available (leave does not apply) (Not on duty when roster is run) (Remarks required)
- LA - Lacks Ability (Remarks required)

j. The "TOTALS" will reflect cumulative hours of overtime credited/worked.

k. Employees newly assigned, temporarily or permanently, will be entered on the Overtime Roster with the maximum number of hours credited to and the minimum number of hours actually worked by any employee(s) on the roster.

Supervisor: _____

DDRT Form 10B(E)

APPENDIX B

REQUEST FOR APPROVAL OF ADMINISTRATIVE LEAVE FOR CIVILIAN FITNESS ACTIVITIES, DLA FORM 1939

REQUEST FOR APPROVAL OF ADMINISTRATIVE LEAVE FOR CIVILIAN FITNESS ACTIVITIES

PRIVACY ACT STATEMENT

Authority: Executive Orders 12107, 12196, and 12564 and 5 U.S.C. chapters 11, 33, and 63, and DLA DTM 13-002-DLA Fitness Program.

Purpose: Information collected is used to enroll in Defense Logistics Agency's (DLA) Civilian Wellness and Fitness Program.

Routine Use: None. Information collected stays within DLA.

Disclosure: Voluntary.

Rules of Use: Rules for collecting, using, retaining, and safeguarding this information are contained in the Office of Personnel Management (OPM) government-wide Privacy Act system of records notice identified as OPM/Govt-10, entitled "Employee Medical File System Records" available at <http://dpcllo.defense.gov/privacy/SORNS/govt/OPMGOVT-10.html>

EMPLOYEE REQUEST

I, , request approval of administrative leave not to exceed 1 hour per day or not to exceed 3 days per week, for the sole purpose of participating in civilian wellness/fitness activities.

I understand (employee must acknowledge each item):

- ☐ I should participate in civilian fitness activities using installation facilities (if available) during any period of administrative leave for such activities.
- ☐ I certify that, to the best of my knowledge, I have no medical conditions or limitations that would put me at risk of injury or risk of harm to my health if I participate in the fitness/wellness program.
- ☐ My participation is subject to supervisory scheduling and approval. I understand that periods of participation for short periods of time may be disallowed by my supervisor or designated management official during workload surges to include periods of mandatory overtime.
- ☐ I must provide timekeeper and/or supervisor with information necessary to appropriately code timesheets for administrative leave ("LN") along with remark "Wellness/Fitness Program."
- ☐ In order to enhance mission effectiveness, I must make every effort to improve my health and well-being during any period of administrative leave for the purpose of civilian fitness.
- ☐ Should my ability to participate in civilian wellness/fitness activities become limited in any manner; I will notify my supervisor immediately.

PROJECTED DAYS AND TIMES FOR FITNESS ACTIVITIES

DAY 1		DAY 2		DAY 3	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
FROM	TO	FROM	TO	FROM	TO
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
LOCATION			NATURE OF FITNESS ACTIVITIES		
<input type="text"/>			<input type="text"/>		

EMPLOYEE'S SIGNATURE & DATE SIGNED

Save the completed form for your records or click the button to attach it to an email for your supervisor.

[Email Form](#)

SUPERVISOR DECISION

ADMINISTRATIVE LEAVE IS

☐ APPROVED
 ☐ DISAPPROVED

SUPERVISOR'S SIGNATURE & DATE SIGNED

**NEGOTIATING
TEAMS**

FOR THE AGENCY

FREDDIE HILDRICH
KARLA JOLLY
WENDY WHITE
KELLEY GALLOP
HEATHER ROBERTS - RECORDER

FOR THE UNION

JD CARPENTER
DUSTIN YOUNT
ANGELA CARR
JOE NELSON
CLAUDIA LYNCH

Flynn 22 Sept 2022 *J. D. Carpenter* 9/22/2022
FOR THE EMPLOYER DATE FOR THE UNION DATE

APPROVED BY THE DEPARTMENT OF DEFENSE ON November 8, 2022.