

AGREEMENT

between

Defense Construction
Supply Center

and

International Federation
of Professional and
Technical Engineers
Local No. 7
(AFL-CIO AFFILIATE)

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PREAMBLE

In accordance with the provisions of PL 95-454, this Agreement is made by and between the Defense Construction Supply Center, hereinafter referred to as the "Employer", and the International Federation of Professional and Technical Engineers, Local #7, hereinafter referred to as the "Union".

The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the Defense Construction Supply Center and the well being of its employees within the meaning of PL 95-454.

ARTICLE I
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes IFPTE Local #7 as the exclusive representative, under the provisions of PL 95-454, for all employees as described in Section 2. The Union recognizes the responsibility of and agrees to represent fairly and equitably the interests of all employees within the Unit with respect to grievances, personnel policies, and procedures so far as may be appropriate under applicable laws and regulations or other matters affecting their working conditions, without regard to Union membership, sex, race, color, age, creed, or national origin of the employee.

Section 2. The Unit to which this Agreement shall apply is composed of all non-professional technical employees located at the Defense Construction Supply Center holding career or career-conditional appointments in the classifications of Equipment Specialists (Series GS-1670) and Quality Assurance Specialists (Series GS-1900) but excluding supervisors and management officials.

Section 3. Whenever an employee becomes eligible to become a member of IFPTE Local #7, he/she will be so advised and given a copy of the Negotiated Agreement by the Office of Civilian Personnel. The Union shall be notified at least quarterly of such employee's name, grade and office symbol by the Office of Civilian Personnel.

ARTICLE II
PURPOSE AND MATTERS SUBJECT TO
CONSULTATION OR NEGOTIATION

Section 1. The Employer and the Union agree to the establishment of orderly procedures, as herein provided, for joint consultation or negotiation on matters of proper mutual concern.

Section 2. It is agreed and understood that matters appropriate for consultation and/or negotiation between the parties are personnel policies, practices, and procedures so far as may be appropriate under applicable laws and regulations and other matters related to general working conditions of employees in the Unit which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievance appeals, leave, promotion plans, demotion practices, pay regulations, reduction-in-force practices and hours of work. The Employer agrees to consult with the Union before making changes to existing personnel policies, practices and matters affecting working conditions and to negotiate when such changes are negotiable under PL 95-454.

Section 3. The Employer and the Union shall meet at a mutually agreeable time, for the purpose of negotiating and discussing changes to existing personnel policies, practices, procedures and working conditions as described in Section 2 above. The Union shall be represented by not more than three (3) officials and the Employer shall be represented by not more than three (3) persons as appointed by the Commander.

ARTICLE III
GOVERNING CONSIDERATIONS

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published DoD and DLA policies and regulations in existence at the time the Agreement was approved, and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities outside of DLA or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Nothing within this Agreement will be, or is intended to be, in conflict with laws, existing regulations and published policy of DLA and other appropriate authorities; and that if there is an appearance of such conflict, the laws, regulations and published policy prevail over the terms of this Agreement.

Section 3. The Employer agrees to make available to the Union current regulations affecting employees, including but not limited to those referenced herein. The Employer further agrees to provide the Union with copies of DCSC Bulletin, DCSC Regulations and Staff Memorandums affecting employees in the IFPTE Unit. A current copy of the Federal Personnel Manual and other regulations will be made available in the DCSC Library for use by all employees.

ARTICLE IV
RIGHTS OF EMPLOYER

Section 1. It is agreed that the rights, functions, and authority to manage activity operations are vested in the Employer. Included in this responsibility are the rights in accordance with applicable laws and regulations to direct employees; to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge, and to take other disciplinary action against employees; to relieve employees from duties because of the lack of work or for other legitimate reasons; to maintain the efficiency of operations entrusted to the Employer; to determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

Section 2. In exercising authority to make rules and regulations relating to personnel policies, practices and working conditions, the Employer shall have due regard for the obligation imposed by this Agreement and PL 95-454. Such obligation to meet and confer does not include matters with respect to the mission of the Employer, its budget, organization, the number of employees, and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the arrangements for employees adversely affected by the impact of realignment of work forces or technological change(s).

ARTICLE V
RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that employees shall have, and shall be protected in the exercise of, the right to freely and, without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from such activity; or remain a member of the Union, or pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 2. A bargaining unit employee, as a member of the Union, may participate in the management of the Union and represent the Union in presentation of the Union views to officials of the Executive Branch, the Congress, or other appropriate authority so long as such participations does not constitute a conflict of interest or apparent conflict of interest

Section 3. The following individuals may join the Union but may not act as a representative or participate in the management of the Union: Management officials and supervisors; employees engaged in personnel work in other than a purely clerical capacity; and employees whose assigned duties require that they represent Management in consultations or negotiations with the Union.

Section 4. The Employer shall continue to take such action consistent with law or with directives as may be required in order to assure employees are apprised of their rights described in PL 95-454 and this Article and that no interference, restraint, coercion, or discrimination is practiced within the Defense Construction Supply Center to encourage or discourage membership in any labor organization.

Section 5. All bargaining unit employees, regardless of Union membership, may bring matters of personal concern to the attention of appropriate officials of the Employer and/or the Union. The employee's right to choose a representative under the negotiated grievance procedure of this Agreement is set forth in Article XXIII. In any instance where a member of the bargaining unit chooses to represent himself, the Union reserves the right to have a Union representative sit as an observer in all formal hearings or meetings relative to said grievance or appeal, unless the employee objects on the grounds of privacy and the hearing examiner sustains the objection. Management officials may deal with employees on matters affecting them as individuals.

Section 6. A representative of the recognized Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against him/herself; and (2) the employee requests such representation. When such examination is held, every reasonable effort will be made to schedule it at a time and site which is acceptable to all of the participants.

ARTICLE VI
EMPLOYEE-EMPLOYER COOPERATION

Section 1. The Employer and the Union shall meet at a mutually agreed upon time, date and place, as required, for the purpose of discussing and or resolving problems or matters governing personnel policies, practices and procedures or matters affecting general working conditions. Said meeting shall be held to promote improvement of communications, understanding and cooperation between employees and the Employer. The Union shall be represented by not more than three (3) officials and the Employer by not more than three (3) persons appointed by the Commander.

Section 2. Union Officers, Chief Steward and Stewards are granted permission for up to one (1) hour for a monthly meeting for purposes of scheduled management presentations affecting Unit members and for presentation on any other matters of mutual concern to the Employer and the Union.

Section 3. Each Directorate/Office may hold monthly or quarterly meetings with the Stewards and Officers of their Directorate/Office to discuss unresolved problems related to Labor-Management Relations on the basis of an agenda prepared by the Union or the Directorate. When a record of matters discussed at Directorate level meetings is made in writing, by either party, all parties will be furnished a copy.

Section 4. The Union will have representation on each of the following committees and councils as indicated below:

- (a) Parking Committee (1 member)
- (b) Equal Employment Opportunity Committee (1 member)
- (c) Restaurant Council (1 Representative as an Observer)

Section 5. The Union will have representation at Command Staff Meetings at the discretion of the Commander.

Section 6. If any employee-management committee is established which concerns itself with making recommendations on personnel policies and regulations or working conditions of employees in the Bargaining Unit, the Union will be afforded the opportunity for membership on such committee(s).

Section 7. Union members of the committees listed in this article will be subject to the approval of the Commander.

ARTICLE VII
USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees to make available space and water for use by the Union as an office subject to:

a. Evacuation of the premises within thirty (30) days from receipt of a notice of evacuation from the Employer.

b. The general supervision of the Employer and such rules and regulations as may be prescribed by the Employer.

c. No alterations, modifications or changes being made to such space without the approval of the Employer.

d. Approved alterations, modifications or changes made to such space will be at the expense of the Union.

e. The Union upon termination of its use and occupancy of such space will, if so directed by the Employer, remove at its expense the approved alterations, modifications and changes and restore such space to its original condition.

f. The Union, at its expense, performing normal preventive maintenance and maintaining such space in a clean and satisfactory condition at all times.

g. The Employer agrees to provide the Union with Class "A" phone. Any additional telephone service desired by the Union shall be the sole responsibility of the Union. The Union agrees to pay for all long distance telephone calls made.

h. Space shall not be used for social or political purposes.

i. Space provided will be for the private use of the Union. Keys will be provided only to Union officials or their designees and protective forces for security purposes.

j. The Union agrees that abuse of the Union office for unauthorized activities or internal Union business during duty hours will result in the immediate revocation of the Union office.

Section 2. The telephone number of the Union office and of the Union president will be listed in the Official DCSC Telephone Directory.

Section 3. The Employer agrees that the Union may publish meeting announcements in the Unofficial section of the DCSC Bulletin. Such announcements will be reviewed and approved by the Civilian Personnel Office prior to publishing.

Section 4. When a member of the bargaining unit desires to discuss a personal matter in private with the Union, existing space suitable for a private discussion will be made available as near the work site as possible and as soon as practicable. Arrangements for such space will be made by the Union with the supervisor(s) concerned.

Section 5. The Employer will attempt to make space available for the Union's use for the purpose of meetings, conducting Union business and Employer-approved affairs outside of regular working hours. In the event permission has been granted and it is necessary to withdraw such permission, the Union will be notified as soon as practicable.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section 1. The hours of work and basic work week for employees shall be established by the Employer as stated in the Employer's regulation entitled, "Hours of Duty." Hours of work other than Monday through Friday may be established by the Director or Office Chief when the needs of the U. S. Government require it.

Section 2. State Labor Laws are not binding on Federal Agencies; however, the Employer will apply to the fullest extent possible State Labor Standards relating to the employment of minors.

Section 3. Employees required to perform authorized overtime services shall be compensated in accordance with applicable rules and regulations. Overtime shall be assigned fairly, and with reasonable notice where possible, among qualified employees in accordance with their skills and familiarity with the work. An employee may, upon request, be released for an overtime assignment without prejudice to future consideration provided his reasons are valid. Both the request and reply to be released from overtime must be in writing for each overtime period involved. The Employer will make existing record of overtime for employees of the Unit available to the Union, upon its request, to aid in settling grievances concerning the assignment of overtime subject to the Privacy Act.

Section 4. When an employee is assigned to work unscheduled overtime in excess of four (4) hours and food is not available at the job site, the Employer must allow a lunch period of sufficient time to permit the employee to obtain food at the employee's expense from the nearest available source.

Section 5. Employees will not be required to commence work before the start of their authorized shift or continue to work beyond their eight (8) hour shift without payment of overtime or authorized compensatory time in accordance with applicable regulations.

Section 6. Emergency change in the Center's work schedule may be required because of severe weather conditions or hazardous work situations. If the above occurs during nonduty hours, management agrees to provide notifications in a timely manner by means of an Emergency Work Schedule Information telephone number: 238-2181 or 2182. Management will use its emergency telephone system to officially notify the work force as a whole. Employees assigned emergency work duties will be notified personally. An attempt will also be made to broadcast the emergency work schedule information over television stations WBNS, WTVN and WCMH, as well as radio stations WBNS, WTVN and WCOL.

Section 7. The use of annual leave or sick leave by an employee during a pay period will not be sufficient cause to exclude that employee from working overtime that pay period.

Section 8. In accordance with governing regulations, Alternative Work Schedules may be established subject to negotiations and must conform to the following:

a. The primary concern in determining whether or not an AWS is to be established must be the specific need of the organization.

b. AWS work days/hours, breaks, lunch periods and regular days off (RDO) will be established for each organization.

c. Dependent on the needs of the organization, RDOs will be assigned with the most favored RDOs being offered to employees by service computation date (SCD). Senior persons get first choice. Normally, newly assigned employees will not displace an employee who has an established RDO unless by mutual agreement.

ARTICLE IX
HOLIDAYS

Section 1. All Unit employees shall be entitled to all holiday benefits which are now or will be in the future prescribed by law or Executive Order.

Section 2. Whenever any holiday occurs on a calendar Saturday or Sunday, the holiday shall be observed on the day specified by existing laws, rules and regulations.

Section 3. This policy is subject to the right of the Employer to determine work which must be accomplished on holidays, and to require that employees report for work in accordance with such determination and to be compensated accordingly.

ARTICLE X
ANNUAL LEAVE

Section 1. Employees shall accrue and schedule annual leave in accordance with existing applicable laws and regulations. Annual leave for emergency reasons will be approved on an individual case basis.

Section 2. The Employer agrees to schedule annual leave, workload permitting, for up to two continuous weeks duration. The Union agrees to assist in the scheduling of leave, if determined necessary. If more employees choose the same leave period than can be spared, the Employer retains the right to determine, on an equitable basis, which employee will be scheduled for the leave. Adjustments to previously scheduled leave which are requested by employees may be made with the consent of all parties involved, providing it does not interfere with essential services as determined by the Employer. Employer and employees should insure that annual leave is scheduled for use so as to prevent any unintended loss at the end of the leave year.

Section 3. In case of transfer of an employee from one supervisor to another, previously scheduled annual leave shall be discussed by the employee with the new supervisor for approval. Approval will be granted, workload permitting.

Section 4. A liberal leave policy will be observed for those persons requesting leave for religious holidays of their faith, subject to urgent work requirements. Such absences of employees who can be spared will be charged to annual leave. If no annual leave is available, such absences will be charged to leave without pay.

ARTICLE XI
EXCUSED ABSENCE

Section 1. An employee is entitled to funeral leave for a period of three (3) days to make arrangements for, or attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease or injury incurred while serving as a member of the Armed Forces in a combat zone.

Section 2. Employees who are veterans may be excused up to four (4) hours in any one day without charge to leave to enable them to participate as pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States who lost their lives while on active duty.

Section 3. Such requests for excused absences for any of the foregoing reasons will be made in writing for approval in accordance with applicable laws and regulations.

Section 4. Union officials or representatives may be excused without charge to their leave in conjunction with attendance at a Union sponsored training session, provided the subject matter of such training is of mutual concern to the Government and the employee in his capacity as an organization representative and the Government's interest will be served by the employee's attendance. At least seven (7) workdays in advance of the commencement of such training, a written request will be submitted to the Employer for approval within the limits of the applicable laws and regulations.

ARTICLE XII
SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations. Employees are responsible for assuring their absence is reported in accordance with existing regulations, policies, and procedures.

Section 2. Requests for sick leave for medical, dental or optical examinations must be made as far in advance as possible. Such examination should be scheduled on non-workdays and non-duty hours whenever practicable.

Section 3. Periods of absence on sick leave in excess of three (3) consecutive workdays must be supported by a medical certificate to be filed within seven (7) calendar days after return to duty. In cases of extended illness, medical certificates may be required periodically, if necessary to establish the employee's continued inability to return to duty due to health reasons. In individual cases, if there is reason to believe the employee is abusing sick leave privileges, the supervisor will advise the employee in writing that he/she has a questionable sick leave record and why the employee is suspected of abusing sick leave privileges, and he/she will also be advised that if his/her record does not improve a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in his/her sick leave record, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certificate and will also be advised in the same written notice, fully and factually, the reasons therefore subject to the provisions of the Privacy Act.

Section 4. It is agreed that such cases requiring a medical certificate for such absence shall be reviewed by the Employer at the request of the employee or the Union with the approval of the employee involved, after a six (6) month period from the date of issuance. When the Employer determines that the restriction is no longer necessary, the employee shall be notified in writing. The Employer agrees to keep the employee's sick leave record as confidential as practicable.

Section 5. Subject to the provisions of the Federal Personnel Manual, sick leave may be advanced to a career or career-conditional employee.

ARTICLE XIII
LEAVE WITHOUT PAY

Section 1. Leave without pay to employees shall be granted in accordance with applicable laws and regulations.

Section 2. The Employer agrees to grant annual leave or leave without pay to not more than two (2) employees, selected by the Union, to attend Union conventions and conferences, and to conduct Union affairs when advance notice is given and their services can be spared from their work. Granting of such leave will not unreasonably be withheld.

Section 3. An employee on authorized leave without pay shall retain all benefits and rights as provided by present and future rules and regulations.

Section 4. Annual leave or leave without pay for reasonable periods will be granted upon request in case of a death in the employee's immediate family.

ARTICLE XIV
TARDINESS AND ABSENCE WITHOUT LEAVE

Section 1. Tardiness and brief absence up to one (1) hour may be excused by the employee's supervisor for adequate reasons. The absence may also be compensated for any additional work equal to the actual period of tardiness or may be charged to annual leave, absence without leave. The supervisor will counsel each employee when he or she is tardy. When employees are chronically tardy, the absence may become the basis for disciplinary action.

Section 2. The minimum charge against annual/sick leave or absence without leave (AWOL) shall be 15 minutes, unless otherwise agreed to in a negotiated regulation. Periods of annual leave or AWOL cannot be added together since leave is not charged on any day other than for the day the employee is absent. The employee will be informed that he or she is not to perform work for any part of the leave period charged against his or her account.

ARTICLE XV
PROMOTIONS AND ASSIGNMENTS

Section 1. The Employer agrees that all promotions will be made in accordance with the DCSC Merit Promotion Program. Employer agrees to post all internal Job Opportunity Announcements for competitive promotion on all official Bulletin Boards for a minimum of ten (10) calendar days to allow full and free competition. All internal vacancy announcements will be published in the DCSC Bulletin at least once.

Section 2. A copy of all Job Opportunity Announcements covering positions in the Union will be delivered to the Union at the time Job Opportunity Announcements are posted.

Section 3. The Employer agrees that a member of the Bargaining Unit will be a member on all ranking panels pertaining to or targeted to positions in all GS Series represented by this Unit, including all Upward Mobility and trainee positions.

Section 4. Upon completion of the ranking by the ranking panel or official, the names and scores will be placed on the register according to their numerical ratings. Each applicant will be notified of their qualification or disqualification in accordance with the Merit Promotion Regulation. The Employer agrees that members of the Unit who are on temporary duty may designate a Union official or steward to receive notices of rating in conjunction with Merit Promotion competition. Said designation shall be in writing and shall include a waiver of relevant Privacy Act protection.

Section 5. If any employee in the Unit fails to receive proper consideration in a promotion action as a result of procedural, regulatory or program violations, the employee selected may be retained in the position only if reconstruction of the promotion action shows that he/she could have been selected had the proper procedures been followed at the time the action was taken. If the action taken was to correct a regulatory violation of Office of Personnel Management requirements and it involved vacating the position, an employee who was not promoted or given proper consideration because of the violation will be considered for promotion to the vacated position before candidate under a new promotion or other placement action are considered.

Section 6. The Employer agrees in conjunction with the Union to review the Merit Promotion Program at least annually to assure that the program is responsible to management and employee needs. The Employer agrees that when problems arise out of administration of the program, it will review with the Union the overall program to determine jointly if the magnitude of these problems warrant negotiation of a written change.

Section 7. The Employer and the Union agree that any and all stages of the promotion process will be kept as confidential as possible so as not to create a climate to affect morale and productivity or have a serious impact on personnel management.

Section 8. The Employer agrees to develop a reasonable system of quality control to minimize errors in the overall promotion process. It is further agreed that program violations will be brought promptly to the attention of the responsible officials and that appropriate corrective action will be taken by the Employer to avoid repetitions of such violations whenever possible.

Section 9. The Employer and the Local agree that the employee or his/her representative, after filing a grievance, shall be permitted to review promotion records, not otherwise restricted by law or regulation, used as a basis for rating and/or selecting employees for promotion. For these purposes, Crediting Plans are considered examination materials and are not available for review.

Section 10. The Employer agrees to notify the Union of the name of any person selected for a vacancy within the Unit.

Section 11. Assignments within the Unit will be made at the discretion of the Employer. The Employer agrees, however, to notify the Union in advance of permanent changes in assignment of Union officials to position outside the Bargaining Unit after the affected employee has been notified.

Section 12. Employee should advise supervisors or co-workers of the types of job opportunities they are interested in and arrange that they be notified if such opportunities are advertised while they are absent on leave, detail, TDY or at training course.

Section 13. Employer agrees that details to any position will be kept to a minimum and that no detail will be effective for more than a period of 120 days without prior approval by the Office of Civilian Personnel. Any details in excess of thirty days to duties not described in the employees current job description will be recorded in the employee's Official Personnel Folder. If an extended detail to a higher grade is necessary to maintain essential operations, the detail will be rotated among employees in comparative job and grade status to the extent practicable. If an employee is assigned without competition to a higher grade position for more than 30 days, the Employer agrees to temporarily promote that employee if he is otherwise eligible and qualified.

ARTICLE XVI
PERFORMANCE APPRAISALS

Section 1. Performance standards must be fair, equitable, valid, objective and consistent with duties and responsibilities of the position.

Section 2. Performance appraisals of employees in the Unit will reflect a consistent approach to realistically evaluating actual work performed during the rating period. The employee shall be free to sign the form or make appropriate comments in his or her behalf for consideration in the promotion procedure. Assessments of potential will be used only for supervisory positions and certain other promotions, such as career ladder positions below the journeyman level or positions covered by the Upward Mobility Program or other training programs.

Section 3. Regardless of who has the burden of proof in a performance appraisal grievance, supervisors should always be able to substantiate their appraisal whether above or below the Fully Acceptable level.

Section 4. Absent other pertinent considerations, the immediate supervisor will propose an award for an employee who is appraised at the Exceptional level on a majority of the critical job elements with none rated below Highly Successful. This section is not to preclude the supervisor from proposing an award to any employee is rated below these levels.

ARTICLE XVII
DISCIPLINARY ACTIONS

Section 1. In all cases of written disciplinary action taken by the Employer against any employee covered by this Agreement, the employee will be provided an original and one copy which he/she may furnish to any party from which he/she asks advice or counsel.

Section 2. The Employer agrees that disciplinary action must be based on good cause and consistent with applicable laws and regulations. The Table of Offenses and Penalties published as Enclosure 1 to DLAR 1406.1, "Maintaining Discipline," will be used as a guide by supervisors in imposing disciplinary action.

Section 3. Before disciplinary actions are effected, the employee will receive a notice of proposed action with a right to reply. The employee's answer will be considered before a notice of decision is issued to the employee. At such time disciplinary action is initiated, the employee will be apprised of his right to Union representation or outside counsel.

Section 4. The Employer agrees to advise employees of the right and the avenue by which to appeal or grieve disciplinary actions.

ARTICLE XVIII
PERSONNEL MOVEMENTS IN REDUCTION-IN-FORCE SITUATIONS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force, involving any of the Unit employees, is recognized. Employees will be kept fully informed of any actions affecting them. The notice will include the approximate date and reason for the reduction-in-force.

Section 2. Reduction-In-Force actions shall be accomplished in compliance with existing statutes, rules and regulations. Whenever possible, employees in excess positions will be reassigned to other positions for which they are qualified. In accordance with applicable regulations, when the PLFA is unable to offer an assignment to an employee who will be separated due to reduction-in-force, the PLFA may waive qualifications for vacant position which do not contain selective placement factors, provided the PLFA determines the employee is able to perform the work of the position without undue interruption to the mission of the Agency and the employee meets any OPM established minimum education requirement.

Section 3. In instances where changes in function, organization, or mission will result in a Surplus of employees, the Employer agrees whenever feasible, to make every reasonable effort to assign permanent employees to vacant positions by waiving qualifications. It is agreed that the Employer will, under such circumstances, provide reasonable training in accordance with applicable rules and regulations.

Section 4. The Employer agrees that if an employee in a reduction-in-force action accepts a temporary appointment, he/she shall not thereby lose his/her right to be considered for permanent employment.

ARTICLE XIX
JOB DESCRIPTIONS

Section 1. The Employer agrees to maintain current and accurate descriptions for positions in the Unit in accordance with existing regulations. When an employee is regularly performing duties above or below the level of the job to such an extent as to constitute misassignment and they are not covered by a "detail" or are not adequately described in the current job description, the supervisor will prepare a written description of new duties and request a job audit. DLA and OPM position classification appeal channels will be used to resolve differences concerning classification of positions.

Section 2. The union may make representations and present supporting evidence to the Employer regarding the adequacy or equity of position classification standards. The Employer agrees to furnish the Union with information regarding the classification impact resulting from application of new or revised position classification standards and guides.

Section 3. It is agreed that the Employer will take prompt action to classify positions.

Section 4. Each employee covered by this Agreement will be furnished a copy of his/her current position description. The Employer agrees to provide the Union with a copy of all job descriptions for each position in the Unit and any subsequent changes or revisions that may develop.

ARTICLE XX
TRAINING

Section 1. In recognition of the mutual advantages to both parties, the Union's committee on training will make recommendations to the Employer relative to the training of Unit employees. Any recommendations approved by the Employer will be implemented within available funds and resources.

Section 2. The Employer and the Union may consult on matters pertaining to formalized training or retraining of employees prior to implementation of a training program. The Employer agrees to make every practical effort to retain employees whose positions are abolished by the introduction of new equipment and/or processes.

Section 3. The Employer shall make every reasonable effort to provide training identified on the employee's Individual Development Plan (IDP) when such training is related to the employee's official job duties. In regard to training related to the IDP, the supervisor and the Civilian Personnel Office (CPO) will be responsible for providing counseling and for scheduling training. The CPO will assist the supervisor and the employee in the development of the IDP, upon request, and will provide access to lists and catalogs on local training and educational resources for employees and their supervisors.

ARTICLE XXI
SAFETY

Section 1. The Employer will provide a safe and healthful place to work for all employees in accordance with applicable laws and regulations. The Union agrees to encourage its member to work safely, by following the safety regulations and wearing approved safety equipment. The Union also agrees to encourage its members to report any observed unsafe acts or condition immediately to the appropriate supervisor. The supervisor, in turn, will submit such reports to the Safety Office through proper channels and advise the employee as to the final disposition of such reports.

Section 2. The Employer agrees to compile and maintain a record of all reported accidents required by the applicable laws and regulations. The nonprivileged portions of the records maintained the Safety Office may be inspected by no more than two Union representatives between the fifteenth and twentieth days of each month.

Section 3. The employee or a group of employees will not be required to work under conditions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practices and procedures, in accordance with provisions of DLAM 1000.0, DLA Safety and Health Manual.

Section 4. Ambulance service and first aid to injured and ill employees will be made available on all shifts in accordance with procedures outlined in Change 1 to DCSC Supplement 1 to DLAM 1000.1, Chapter VIII.

Section 5. For safety reasons, normally no fewer than two employees will be allowed to work in an area or operation officially designed as hazardous without periodic checks being made by the supervisor, or other designated employee in the area, the Security Forces or by two-way radio contact.

ARTICLE XXII
PUBLICITY

Section 1. The Employer agrees to erect a three (3) foot by four (4) foot bulletin board for the exclusive use of the Union for posting of approved notices relating to Union business in each Directorate of Staff Office having employees in the Unit.

Section 2. The Employer will publish in the activity newspaper, the Defense Construction Supply Center "Supply Line" and in the Defense Construction Supply Center Bulletin, approved notices or on a space available basis, other appropriate news items of a general interest which the Union may present.

Section 3. Any literature, bulletins, or notices distributed within the installation or posted on bulletin boards in the space provided by the Employer will not violate any law, the security of the activity, or contain scurrilous, inflammatory or libelous material, or be critical of management personnel or DCSC.

ARTICLE XXIII
GRIEVANCE AND ARBITRATION

Section 1. The purpose of this Article is to provide a mutually acceptable procedure for the prompt and equitable settlement of grievances. The procedure shall be the exclusive procedure available to the parties and the employees in the Unit for resolving grievances.

Section 2. For the purpose of this Agreement, a grievance is defined as a request for relief in a matter of concern and dissatisfaction relating to general working conditions or arising over the interpretation of application of personnel policies, practices or procedures including official reprimands, suspension, and adverse actions.

Section 3. An employee or a group of employees may present a grievance under this Article. The employee or group of employees may present such grievances without intervention of the Union. However, if the employee or the group of employees desire outside representation in the presentation of his/her or their grievance, the representative must have the approval of the Union. In the event an employee presents his/her or group of employees present their grievance without Union representation, the Union will be given an opportunity to be present at the formal steps of the grievance procedure, but not at the informal steps of the procedure, as both parties agree that all grievances should be settled as expeditiously as possible and it is not practicable to give the Union an opportunity to be present at all adjustments made on an informal basis. However, all adjustments must be consistent with the terms of this Agreement. It is also agreed that a grievant or grievants may withdraw his/her or their grievance at any time without the consent of the Union.

Section 4. Matters Excluded from the grievance procedure are:

- a. Any claimed violation of Subchapter III or Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities).
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal under Section 7532 or Title 5 U.S.C. (related to national security).
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve or improper procedures used during the selection process.

- g. Termination of temporary promotion.
- h. Separation of an employee serving a probationary or trial period under an initial appointment.
- i. Nonadoption of a suggestion.
- j. Preliminary notice of a proposed action which, if effected, would be covered by this Article or excluded by this section.

Section 5. Disputes involving interpretation or application of the Federal Personnel Manual or DLA Regulations will be referred to the DLA-K for an advisory clarification prior to accepting any such matter for processing under the provision of the negotiated grievance procedure. Interpretations rendered by DLA-K will be considered binding on the parties in resolving informal or formal grievances. Any delay resulting from a request for an interpretation by DLA-K shall not be the basis for rejecting a grievance as untimely if it would otherwise have been timely filed.

Section 6. Representation. Both parties to this Agreement strongly support the concept of stewards handling the grievance at the initial stages and that employees should normally request the steward assigned to his or her work area. The Union agrees to encourage elected officials to refrain from becoming involved in grievances during the initial stages.

Section 7. Procedure - Employee Grievances.

Step 1. (Informal) A grievance concerning a particular act or occurrence shall be presented within fifteen (15) calendar days of the date of that act or occurrence, or the date the employee becomes aware of that act of occurrence. The grievance will be presented orally or in writing to the employee's supervisor or other appropriate management official who will act promptly on the grievance, seeking advice from a Office of Civilian Personnel representative, and holding discussions with his/her next level supervisor, if necessary, to resolve the grievance quickly and effectively. He/she will give the employee his/her decision within seven (7) workdays after the presentation of the informal grievance. However, the employee may request another meeting with the supervisor prior to rendering a decision by the supervisor or within two (2) workdays after the decision is given to him/her. If the employee is not satisfied, he/she may submit a formal grievance for consideration in accordance with the procedural steps set forth below. An employee must seek informal resolution of the grievance before he/she may request relief through the formal grievance process.

Step 2 (Formal)

a. If the employee is or a group of employees are dissatisfied with the solution arrived at in Step 1, he/she or they may within five (5) workdays, alone or through his/her or their Union representative, present his/her or their grievance for further consideration in writing to the next level of supervision above the level specified in Step 1. The signed written grievance will contain as a minimum the following:

(1) The grievant's name, duty assignment, work and home telephones, if any. If a group of employees are grievants, the same information must be given for each of the grievants.

(2) Designate his/her or their representative. An employee who wishes to represent himself/herself will so state or where a group of employees has selected one of their members as a representative, that grievant will be shown as representative.

(3) The specific section(s) of the Article(s) of the Agreement that are the subject(s) of the grievance.

(4) The specific acts(s) or occurrence(s) and dates that are the basis or bases of the grievance.

(5) The corrective action desired and a statement by the employee or a group of employees that he/she or they have elected to use the grievance procedure set forth in the Article and that such an election is irrevocable.

(6) A statement that discrimination based on race, color, religion, age, sex, marital status or national origin is not an issue in the grievance.

b. The Employer will promptly furnish the union a copy of the grievance where the Union has not been named as the employee's representative.

c. The Union, where it has been designated as the representative, shall at all times keep the Employer informed in writing of the person selected by the Union to represent the employee(s).

d. The supervisor will send to the grievant(s) a letter notice arranging a meeting with the grievant or grievants within five (5) working days from receipt of a formal grievance. A copy of the letter notice of the proposed meeting will be furnished the Union where it has not been selected as the representative for an employee or a group of employees. The receipt of a copy of the notice of the proposed meeting with the grievant(s) by the Union constitutes an invitation to the Union to be present at the meeting.

e. The supervisor will give his/her written decision on the grievance(s) within five (5) working days after the date of the meeting with the grievant(s). The Employer agrees to make a reasonable effort to insure that a written decision is delivered to the employee in a timely fashion. A copy of this decision will be furnished the Union when it is not the representative of the employee(s).

f. At any step in this procedure, where a group of employees are grievants, the group will be bound by the decision of the employee selected as representative for the group (see a (2) above).

g. If the deciding official in Step 1 was the Division Chief, the employee(s) shall proceed directly to Step 3 and furnish a signed grievance containing the information and statements required in (1) through (6) above and subject to the condition stated in "f", if applicable.

h. If the grievance concerns a decision to issue an official reprimand or a suspension, no informal grievance will be filed, but the employee shall file a formal grievance with the supervisor of the official who issued the reprimand or suspension. The processing of the formal grievance will then be initiated at either Step 2, 3, or 4, depending on the position occupied by the official with whom the grievance is filed.

Step 3. If the grievant(s) is/are dissatisfied with the decision rendered in Step 2, the grievant(s) or their representative, if any, may forward the request within five (5) working days from the receipt of such decision in writing to the Director/Office Chief stating the reason for his/her/their dissatisfaction. The Director/Office Chief or his/her designee shall arrange for a meeting with the grievant(s), his/her/their representative and concerned supervisor(s) within five (5) working days from receipt of the grievance. The Union, if not the representative, will be notified in writing of the date, time and place of the proposed meeting and will be invited to attend. The Director/Office Chief or his/her designee shall give his/her written decision within ten (10) working days after the meeting.

Step 4.

a. If the grievance is not resolved to the grievant(s) satisfaction at Step 3, the grievant(s), through his/her or their representative (if any) may make a request in writing to the Commander for further consideration of the grievance within five (5) working days from receipt of the written answer from the Director/Office Chief. The Commander or designated representative will review the grievance and, if he/she desires, meet with the Director or Office Chief and the grievant(s) and his/her/their representative (if any) within five (5) working days from receipt of the request. The Union will

receive a written notice of the time, date and place if the Commander desires to meet with the grievant(s) in those instances where the Union has not been designated the grievant(s) representative. The Commander shall give the grievant(s) and his/her or their representative (if any) a written decision within ten (10) workdays after the meeting, if held, or within ten (10) workdays after receipt of their grievance.

b. Either party, for good cause, may request a reasonable extension of time frames set forth herein provided such request is submitted prior to the expiration of the specified time frame. However, if the grievance involves continuing financial liability on the part of the Employer, the period to time extension requested by the grievant(s) and agreed to by the Employer shall not be counted in determining financial liability.

c. Decisions rendered in each step, and properly signed by appropriate persons, shall be final and binding upon the parties, unless appealed to the next step of the procedure in accordance with the time limits set forth in this Article.

Section 8. Procedure for Arbitration.

a. If the grievance is not resolved satisfactorily under Step 4, Section 6, such grievance shall upon written notice by the party requesting arbitration to the other party be referred to arbitration. However, arbitration may be invoked only by the Employer, or by the Union with the consent of the grievant(s).

b. The written notice requesting arbitration must be served not later than thirty (30) calendar days after receipt of the Commander's decision under Step 4, Section 6.

c. Within five (5) working days after the receipt of the arbitration notice, the parties shall jointly request through appropriate channels the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons to act as arbitrators. If the arbitrator cannot be selected by mutual Agreement, The Employer and the Union will each strike on arbitrator's name from the list. The Union shall have the first choice in striking an arbitrator's name from the list and the parties shall then proceed in turn until only one name remains.

d. The parties may submit individual statements to the arbitrator. The burden of proof in the arbitration proceedings rests on the party requesting arbitration. A hearing may be held at the discretion of the arbitrator. Normally such hearings shall take place on the Employer's premises. The testimony and argument during the hearing shall be limited to relevant and pertinent issues as formed by their individual statement in each party's submission.

e. Either party may cross-examine any witness of the other party and the arbitrator may question any witness at any time.

f. Either party may have the arbitration proceedings reported and transcribed at their own expense without obligation to furnish the other party a copy of the transcript unless the other party agrees to pay for half of the original cost.

g. The arbitrator may investigate, in person, the Employer's premises relating to the matter under dispute. The Union and the Employer's designated representative for the hearing shall accompany the arbitrator on such an investigation.

h. The decision of the arbitrator cannot add to, subtract from or modify the Agreement.

i. The arbitrator will be requested to render his decision in writing as quickly as possible, but in any event, not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit. A copy of the arbitrator's decision will be furnished each party.

j. The arbitration award will be final unless either party files exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the DLA, DoD and the Authority. If no exceptions are filed within thirty (30) calendar days after receipt of the arbitrator's award, the arbitrator's award shall be final and binding on both parties.

k. The fee and expense of the arbitrator shall be borne by the party losing the case. The arbitration hearing shall be held during the regular daytime tour of duty during the basic workweek (Monday-Friday). Union participants and the grievant(s) in the hearing shall be on official time during any formal arbitration proceedings if they are DCSC employees.

1. Disputes over whether a matter is subject to the negotiated grievance procedure shall be the initial issue considered by the arbitrator as a threshold issue prior to consideration of the grievance submitted for arbitration.

ARTICLE XXIV
RESOLVING DISPUTES AND IMPASSES

(Revised under MOA 1-07)

Section 1. After negotiating sessions on existing personnel policies, practices and procedures in which all proposals and issues have been discussed and diligent efforts have been exerted on the part of both parties to reach agreement, the Employer or Union may request assistance on the Federal Mediation and Conciliation Service in the resolution of any negotiation impasse. Disputes over the negotiability of any proposal will be referred in writing to the Director, Defense Logistics Agency, in accordance with Part VIII of DoD Directive 1426.1.

Section 2. The parties agree to a 5-work day delay in submission of any unfair labor practice (ULP) charge during which time management and union representatives will communicate their interests related to the subject at issue and work to reach an accord acceptable to both DSCC and IFPTE Local 7.

ARTICLE XXV
UNION REPRESENTATION

Section 1. The Employer agrees to recognize of officers, stewards and acting stewards of the Union. In order that the Union may properly represent and have ready access to the employees in the Union, one (1) chief steward and three (3) stewards will be recognized and permitted to function as hereinafter provided. Alternate stewards appointed by the Union will be recognized by the Employer as acting stewards only when the regularly appointed steward is absent or otherwise unavailable.

Section 2. In the interest of promoting career development of the employees concerned, the Union agrees that new employees and employees promoted or reassigned into their positions will normally not actively serve as stewards until they have completed the prescribed training period of their new positions.

Section 3. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of duly elected or appointed union officers, stewards, and alternate stewards and their locations. No Union officer or steward shall function as a representative of the Union or be recognized by the Employer unless his/her name is on the list.

Section 4. Union officer, steward (or acting stewards) engaged in appropriate representational activities authorized by applicable regulations will be permitted reasonable time off without loss of pay and benefits, exclusive of any overtime payment. Official activities during working hours without charge to leave will be limited to such matters as investigation of employee grievances, any problems, working conditions, work schedules, performance ratings, adverse action appeals, consultation with Employer representatives on personnel policies, review and preparation of negotiable regulations for the mutual benefits of the Employer and employees. The Union agrees to urge employees to pursue resolution of routine personnel problems with their immediate supervisor prior to seeking Union intervention. Activities concerned with the internal management of the Union, such as membership meetings, solicitation of membership collection of dues, campaigning for Union officers, conduct of elections for Union office, and distribution and posting of Union literature are nonofficial duties and will be conducted outside of regular working hours. During working hours Union officers and steward will secure permissions from their immediate supervisor prior to conducting any authorized Union business on official time which will require them to leave their work area. Prior to discussing authorized matters with an employee, the Union officer or steward will report to the employee's immediate supervisor and state the purpose of his/her visit. The supervisor will make the employee available for discussion as soon as possible.

Section 5. The Employer agrees that officers and stewards in the Union will not be reassigned to other work areas in an indiscriminate manner.

Section 6. The Employer agrees that officers or duly designated representatives of the Union or its National Office, who are not active employees of the Defense Construction Supply Center, may be admitted to the Defense Construction Supply Center for the purpose of meeting with the officers of the Employer or the Union upon approval of the Employer of a request by the Union. Such visits shall be subject to all regulations and procedures applicable to visitors, including national security regulations.

ARTICLE XXVI
TRAVEL PAY

Section 1. The Employer agrees, whenever it is economically advantageous and administratively feasible to do so, within applicable regulations, to schedule travel during regular duty hours.

Section 2. Members of the Unit required to perform authorized overtime services beyond the regularly scheduled workday while on temporary duty shall be compensated in accordance with applicable rules and regulations. Such overtime payment must be approved in advance.

Section 3. Employees authorized per diem and travel allowances will be paid in accordance with applicable rules and regulations.

ARTICLE XXVII
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer will withhold the regular and periodic Union membership dues from the pay of members who make voluntary allotments for that purpose.

Section 2. Allotments of Union dues will be made on Standard Form 1187, Request and Authorization for Voluntary Allotment of compensation of Payment of Employee Organization Dues. The form, completed, signed by the employee and certified by an authorized official of the Union, will be forwarded to the DLA Finance Center. The Union will be responsible for supplying the form to its members and educating its member on the program for allotment for payment of dues, and the uses and the availability of the required for. Changes in the amount of the allotment will not be more frequent than once a year.

Section 3. Dues will be withheld in equal installments each biweekly pay period, in the amount certified by Union on Standard Form 1187. The amount withheld will not be changed unless the Union certifies to the Chief, Payroll Branch, that the dues have been changed. A change will take effect beginning the first full pay period following receipt of the certification of a change.

Section 4. Union dues will not be withheld if an employee's net salary for the pay period is insufficient to cover the dues when other legal and required deductions have been made, including any indebtedness to the Government.

Section 5. An employee may revoke his/her allotment by submitting to the Payroll Office one copy of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. The form may be obtained from the Union steward or Office of Civilian Personnel. A written request for the revocation of allotment otherwise in order, dated and signed by the employee, will be accepted in lieu of the form. The effective date of a revocation will be the first full pay period commencing on or after 1 September of each year and only after the allotment has been in effect for one year. The Payroll Office will notify the Union in writing of the revocation of an allotment by an employee.

Section 6. As soon as practical after each pay period, the Chief, Accounting and Finance Division, will remit to the designated Union representative the total amount of dues withheld. With this remittance will be sent a list of the names of participating employees, the amounts withheld, and the pay period for which the deductions were made. If the wrong amount is remitted for any reason, the next remittance will be increased or decreased or correct the error.

Section 7. The termination of allotments will be automatic when an employee leaves the Unit as a result of any type of separation, reassignment, transfer or other personnel action (except temporary promotion or detail); upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside of DoD; or when the employee has been suspended or expelled from the Union. The Union will notify the Chief, Payroll Branch, within five (5) workdays when a member who has authorized dues withholding has resigned or has been suspended or expelled from the Union. All allotments discontinued pursuant to this section will terminate effective with the beginning of the first pay period after the event requiring discontinuance. If there is a delay in effecting the termination of dues withholding for any reason, the termination will be made retroactive to the appropriate date and a corresponding adjustment will be made in the amount remitted to the Union and the employee.

ARTICLE XXVIII
DISTRIBUTION OF AGREEMENT

The Employer will furnish the Union with sufficient copies of this Agreement, and any subsequent amendments, for all employees in the Unit.

ARTICLE XXIX
DURATION

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date signed by both parties and will be extended form year to year thereafter unless either party shall give the other party notice of its intention to terminate this Agreement within 30 days prior to its anniversary date. Extension of this Agreement is subject to challenge as provided in rules and regulations of the Federal Labor Relations Authority. However, this Agreement may be terminated if and when it is established that the Union is no longer entitled to exclusive recognition by the Federal Labor Relations Authority.

Section 2. This Agreement may be opened at any time for amendments by mutual consent of the parties. Any request for amendment shall be in writing and must be accompanied by a summary of the proposed amendment or amendments. The complete text of the proposed amendment or amendments will be submitted within 15 calendar days of any mutual assent to reopen the Agreement for amendment. Representative of the Employer and the Union will meet to negotiate the matter, and negotiations will be limited to those proposals covered in the summary. Agreements shall be evidenced by written amendment duly executed by both parties. No other type of change to this Agreement shall be recognized.

Section 3. Amendment to this Agreement may be required because of changes in applicable laws or Executive Orders or by rules, regulations or policies issued by OPM, DoD or DLA after the effective date of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations, etc. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances.

IN WITNESS WHEREOF THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS AGREEMENT ON THIS 11th DAY OF APRIL 1989

International Federation
of Professional and
Technical Engineers

Defense Construction Supply
Center
Columbus, Ohio 43216-5000

BY: - Signed -
JAMES R. MURPHY
President

BY: - Signed -
JOHN P. DRESKA
Major General, USA
Commander

Memorandum of Agreement

1-07

The following constitutes an agreement between Defense Supply Center, Columbus (DSCC) and the International Federation of Professional and Technical Engineers (IFPTE), Local 7, to amend the DSCC-IFPTE Local 7 Agreement, Article XXIV, Resolving Disputes and Impasses.

Specifically, this agreement modifies Article XXIV to add an additional section concerning a 5-day cooling off period prior to filing of any unfair labor practice charge. Accordingly, the present paragraph in Article XXIV is titled Section 1 and the following paragraph is added:

Section 2. The parties agree to a 5-work day delay in submission of any unfair labor practice (ULP) charge during which time management and union representatives will communicate their interests related to the subject at issue and work to reach an accord acceptable to both DSCC and IFPTE Local 7.

Based on this Memorandum of Agreement, attached is the updated Article XXIV.

---Signed---
C. PHILIP HENRY
PRESIDENT
IFPTE Local 7

--Signed--
JAMES M. MCCLAUGHERTY
DEPUTY COMMANDER
DSCC

23 Feb 2007
Date

23 Feb 2007
Date