MASTER LABOR AGREEMENT

AFGE
COUNCIL 169

DEFENSE LOGISTICS
AGENCY

OCTOBER 2003

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PREAMBLE

This Agreement is made and entered into by and between the Defense Logistics Agency (DLA), hereinafter referred to as the "Employer," and the American Federation of Government Employees (AFGE), AFL-CIO, and its agent, AFGE Council 169 of DLA Locals, hereinafter collectively referred to as the "Union," or "Council 169".

The parties agree that the provisions of this Agreement apply to all professional and non-professional consolidated units of DLA employees in the bargaining unit.

The Employer and Council 169 share the conviction that the public interest can best be served by a constructive labor-management relations (LMR) program, which provides for optimum participation of employees through their Union. This can be best achieved through a cooperative relationship where the Employer and the Union share timely information regarding issues and interests, to the extent practicable. Both parties are committed to the development of a program which achieves these objectives.

ARTICLE 1
PARTIES TO THE AGREEMENT AND BARGAINING UNITS COVERED

SECTION 1. The consolidated bargaining unit and its sole and exclusive representative are defined in FLRA Certificate WA-RP-01-0051 dated March 14, 2002 and any subsequent amendments thereto.

SECTION 2. As the delegated bargaining agent of AFGE for the consolidated unit, Council 169 has the full authority to meet and confer with the Employer for the purpose of entering into negotiated agreements covering the members of the consolidated unit on all subjects, matters and issues covered by said agreements; and to administer this collective bargaining agreement and all future bargaining agreements covering the consolidated unit. Council 169 accepts the obligation to represent all members of the consolidated units on a fair and impartial basis.

SECTION 3. No other organization, association, or Union, or any officer or representative thereof, shall be recognized, in any capacity or for any purpose, as the bargaining agent of the consolidated unit. When either party designates an agent to act on its behalf in filing charges, complaints, petitions, or any other documents which have the purpose or the result of involving an outside agency or third party in any labor management relations matter involving the Employer and Council 169 or a local labor organization, each party will notify the other of the name and authority delegated to such agent.

SECTION 4.

A. Council 169 and the Employer agree that in the event that the AFGE or any local affiliated with AFGE seeks recognition in the future as the exclusive bargaining agent of any group of DLA appropriated fund or Defense Working Capital Fund employees which are not presently a part of one of the consolidated unit, it will be the joint position of Council 169 and the Employer to the Federal Labor Relations Authority that the employees should become a part of the professional or nonprofessional employees consolidated unit, as appropriate.
B. Council 169 and the Employer agree that this Agreement and its supplements cover employees who are newly organized into the consolidated unit.

SECTION 5. The Union shall be given the opportunity to be present at formal discussions between the Employer and one or more bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the employees in the bargaining unit. If the Employer uses an alternative medium, such as a video, video teleconference, etc., to conduct formal discussions with bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the employees in the bargaining unit, the Union shall be given the opportunity to be present. Notice of formal discussions will be provided at least one workday in advance, when practicable, and will include at a minimum the general subject of the discussion.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1. In the administration of this agreement, the parties and employees are bound by all applicable laws. The parties and employees are also bound by all applicable rules, and regulations of appropriate authorities, including all government-wide regulations in effect at the time that this Agreement is executed.

SECTION 2. The Employer shall effectively enforce all provisions of the Civil Service Reform Act of 1978 which it has a statutory duty to enforce; but it will not enforce any government-wide rule or regulation promulgated after the effective date of this Master Agreement which is in conflict with the provisions of this Agreement. Existing and future DLA personnel rules, regulations, and policies, properly implemented, shall apply to the parties and unit employees. In the event that personnel policies, regulations or rules of the Employer conflict with this Agreement, the terms of this Agreement will be controlling.

SECTION 3. Prior to implementing changes to conditions of employment affecting bargaining unit employees, the parties recognize the right of the Union to bargain with the Employer on all matters which are mandatory subjects of bargaining. However, the Employer must operate within the limits delegated to the Director of DLA by the Secretary of Defense and comply with and implement non-discretionary directives issued by the Office of Secretary of Defense. This Section is not to be construed as a waiver of any bargaining rights guaranteed the Union under 5 U.S.C. Chapter 71.

SECTION 4. Nothing in this Agreement shall impinge upon, negate, reduce or detract from the rights and privileges that are vested in the Employer by virtue of the provisions of 5 U.S.C. 7106, "Management Rights." In administration of this Agreement, the Employer does not elect to bargain any permissive subject of bargaining contained in 5 U.S.C. 7106(b)(1). Unless expressly stated in written form, any permissive subject of bargaining within the Union's discretion may be bargained only at the level of recognition.

ARTICLE 3
LABOR-MANAGEMENT RELATIONS BETWEEN THE PARTIES

SECTION 1. COUNCIL OFFICERS

A. The Employer agrees to recognize Council 169's Executive Board, as specified in the Council's Constitution. The official time and travel/per diem provisions of this MLA are limited to a maximum of nine Executive Board members.

B. The Council 169 will keep the Employer informed of the names and addresses of the Council Executive Board.

C. The Employer agrees to provide reasonable amounts of official time to Council 169 Executive Board members who are DLA employees to perform their duties as national officers. Such time will be limited to the purposes authorized in this agreement and will be requested and approved prior to its use.

SECTION 2. COUNCIL 169 LOCALS

A. The Council 169 Local President will advise the Employer, in writing, of all elected officers and appointed or designated representatives and stewards.

B. The Employer will recognize those locally elected officers and appointed or designated representatives and stewards of the Council 169 Local whose name(s) are on the list provided by the Council 169 Local President in accordance with paragraph A of this Section.

SECTION 3. OFFICIAL TIME

A. General

1. "Official time" means time granted by the Employer to a bargaining unit employee whose name has been provided in accordance with Section 1 or 2 of this Article as being an elected, designated, or appointed officer or representative of the Council 169 Executive Board or Council 169 Local to perform representational functions, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay, and is considered hours of work. Except as otherwise restricted in this Agreement representational functions performed while on official time include travel and per diem.

2. "Representational functions" means the following activities:

    a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
    b. Participation in formal discussions.

c. Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
d. Preparation for and attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
e. Participation on committees or panels as authorized by this Agreement.
f. Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
g. Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.

3. Prohibited Activities. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions:

a. Matters pertaining to internal management of the Council.
b. Membership meetings.
c. Soliciting of memberships.
d. Collecting of dues or assessments.
e. Campaigning for Council/Union office.
f. Distributing or posting of Union literature, notices and authorization cards.
g. Lobbying political officials concerning pending or proposed legislation.

B. Use of Official Time. The Employer and Council 169 share the mutual responsibility of ensuring that official time is used only for purposes authorized in this agreement. The Employer and Council 169 support the prudent use of official time and will authorize only the amount necessary to complete the authorized representational function.

1. Council Officers. The Council 169 President will be on 100 percent official time. Up to nine members of the Council 169 Executive Board who are DLA employees will be authorized reasonable official time to perform representational functions. Council Officers will normally request release for each incidence of official time, using Appendix A. In the event that the Council 169 Executive Board member is also a local Union official, the limits on official time established below will apply. It is expected that Executive Board members can maintain effective contact with Employer Headquarters officials and Council 169 officials through the official facilities provided by this Agreement at their worksite. It is incumbent upon Executive Board members to make every effort to resolve matters concerning the implementation and application of this Agreement at/from their worksite. The Employer shall pay per diem and travel for official labor management functions in instances aside from those described above where no other alternative exists but for a Council 169 Executive Board member to be authorized travel to another DLA location. Such travel will be authorized and approved by the HQ DLA Human Resources Office.

2. Local Representatives. Official Time FTEs will be allocated based upon bargaining unit members represented by Council Locals at the time this agreement is made. The number of FTEs will be reviewed and adjusted annually on the anniversary date of this MLA based on represented population, unless a significant change, such as a major RIF, outsourcing decision, or new mission, necessitates a mid-year review. The number of official time FTEs is determined based upon the following schedule:

BARGAINING UNIT MEMBERS	OFFICIAL TIME FTEs
200 - 500	.5
501-1000	1
1001 and above	2

An additional number of FTEs up to the equivalent of the above may be negotiated in Local Supplements. The Union may choose to use the FTEs as 100% official time, 50% official time, or combinations thereof. Other blocks of official time negotiated at the activity level may not exceed 50% official time per individual. Other local officials/stewards will normally request release for each incidence of official time, using Appendix A. The supervisor will assess workload and the reasonableness of the official time request. In the event the Employer is directed by the Department of Defense or the Office of Personnel Management to account for specific uses of official time, the Union agrees to document such time using Appendix B.

SECTION 4. REPRESENTATION

The word "representative" as used in this Agreement means one representative. However, the Employer agrees that in those situations when meetings require the attendance of an employee and his/her representative, the Employer will normally and reasonably limit attendance to not more than two (2) supervisory/managerial employees. When more than two supervisory/managerial personnel are required, the number of Council representatives may be increased by one (i.e., three management representatives equals an employee plus two Council representatives), up to a maximum of three Council representatives in any one situation. In the event that advisory staff are needed to deal with a matter of mutual concern (i.e., labor relations, safety, health, etc.) both parties may mutually agree not to count these advisors as representatives.

SECTION 5. LABOR MANAGEMENT MEETINGS

A. The parties agree that quarterly meetings between officials of DLA-HQ and the Council 169 Executive Board will be held to facilitate a constructive labor-management relationship. The Employer will pay per diem and travel and provide official time (for time otherwise in a duty status) for up to nine Executive Board members who are DLA employees.

B. One Joint Labor-Management meeting will be held annually at DLA HQ. The Employer will pay per diem and travel and provide official time (for time otherwise in a duty status) for up to nine Executive Board members who are DLA employees. Each Local may send representatives (workload permitting) on official time at the expense of the Local. Questions from the Union representatives should be submitted in writing at least 30 days in advance, so that the Employer can ensure the appropriate management personnel can address these issues.

ARTICLE 4
RIGHTS AND RESPONSIBILITIES

SECTION 1. UNION RIGHTS, in addition to those stated in this Agreement, are as stated in Title 7 of the Civil Service Reform Act of 1978.

SECTION 2. MANAGEMENT RIGHTS, in addition to those stated in this Agreement, are as stated in Title 7 of the Civil Service Reform Act of 1978.

SECTION 3. EMPLOYEE RIGHTS. Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. The Employer and the Union agree to assure that employees are apprised of their rights under this Section and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union and its Locals.

SECTION 4. EMPLOYEE RIGHT TO PARTICIPATE. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of Council 169.

SECTION 5. EMPLOYEE CONCERNS. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Union, and to the appropriate Employer or Union representative at the lowest level capable of resolving the matter through the procedures provided in this Agreement.

SECTION 6. INVESTIGATIVE INTERVIEWS. A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against him or herself; and (2) the employee requests such representation. When such an 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.

SECTION 7. RIGHT TO UNION REPRESENTATION. Employees will be advised in writing at least annually of their right to:

A. Representation at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or any other general conditions of employment.,
B. Representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. In either event, if

representation is requested, the meeting will not be delayed after 4 hours unless mutually agreed.

C. Additional notice requirements may be negotiated in Local Supplements.

SECTION 8. If an employee has a problem or situation which the employee desires to discuss with a Union representative during working hours, the employee will advise his or her supervisor and request release prior to leaving the worksite. Supervisors will grant reasonable requests for temporary absence for this purpose at such times and for such a period of time as the employee can be excused without unduly impeding the work of the Employer. If not immediately approved, the supervisor will inform the employee of the earliest time that the employee can leave.

SECTION 9. Employees are entitled to their pay at the proper time and in the proper amount. The Employer will make reasonable efforts to assure that employees receive their proper pay at the proper time and that employees receive their leave and earnings statements on the day they are due.

SECTION 10.

A. The Employer will advise new employees of their right to join or assist the Union freely and without fear of penalty or reprisal, or to refrain from any such activity; and will inform new employees of the names and phone numbers of appropriate Union representatives.
B. The Employer will notify employees in writing of the general requirements for payment of Health Benefits premiums during their non-pay status and the effects of cancellation of coverage.

SECTION 11. The private life of an employee is his or her own affair except as it affects the efficiency of the service.

ARTICLE 5
PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

SECTION 1. BARGAINING AT THE COUNCIL LEVEL ON MATTERS NOT INCLUDED IN THIS AGREEMENT

A. This Section addresses changes ordered by DLA headquarters, with the exception of changes that affect only the headquarters. Section 2 addresses all other changes.
B. Negotiations regarding changes in conditions of employment initiated by the Council Executive Board will be limited to three proposed changes per year and to subjects not already covered by this MLA or by Memoranda of Understanding negotiated after this MLA is implemented.
C. The Employer will not implement or enforce discretionary changes in conditions of employment that are mandatory subjects of bargaining until bargaining has been completed, including a decision by the Federal Service Impasses Panel or Federal Labor Relations Authority, as appropriate.
D. The Employer agrees to transmit to the President of Council 169, or his/her designated agent, notice of any change in any HQ DLA directive or policy issuance relating to personnel practices, or matters affecting conditions of employment of bargaining unit employees which impact on them, which it proposes to make during the term of this Agreement, on matters not specifically covered in this Agreement.
E. Upon receipt of such a proposed change, the President of the Council or his/her designated agent may, within 10 work days, demand to bargain concerning the proposed changes.
F. The Union will submit its proposals within 20 work days of receipt of the proposed change.
G. Within 5 work days of receiving the Council's proposals, the parties will confer as necessary to achieve an agreement. It is intended that this will be accomplished primarily through telephone and/or written communication. If at the end of 5 work days any proposals remain unresolved, the parties will meet for "face-to-face" negotiations.
    1. Unless mutually agreed, the parties will each have no more than nine members involved in such negotiations.
    2. Negotiations shall commence on an agreeable date and be conducted at agreeable hours. Absent such agreement, negotiations shall commence on the 20th work day following the date the Employer received the Council's proposals. The parties will negotiate in the Washington, DC area at a hotel.
    3. Unless they agree otherwise, the parties will negotiate as long or as frequently as necessary, normally 8 hours a day plus a one hour lunch period, Monday through Friday, until agreement or impasse is reached (exclusive of Federal holidays). In the event negotiations last more than two weeks, a one week break will follow each two weeks of negotiations. Holiday or Saturday travel will not be required for the Council negotiators.
    4. When mutually agreed, the parties may use or extend the Quarterly Labor-Management Meetings to conduct such bargaining.
H. If a DoD regulation mandates any change in any matters affecting conditions of employment on issues not specifically covered by this Agreement, the procedures set forth in paragraphs A through G shall apply.

SECTION 2. LOCAL BARGAINING ON MATTERS NOT INCLUDED IN THE AGREEMENT

A. This Section applies to those changes proposed by either party that are not covered by Section 1. Negotiations regarding such changes are normally conducted with the level where the change is occurring. Negotiations regarding changes in conditions of employment initiated by the Council Locals will be limited to three proposed changes per year per Local and to subjects not already covered by this MLA or the applicable Supplement or by Memoranda of Understanding negotiated after this MLA is implemented.
B. The procedures for this Section must be negotiated in Local Supplements (See Article 38, Section 3).
C. Following the procedures contained in the Local Supplement, the Employer agrees to transmit notice of any change in any directive or policy issuance relating to local personnel practices, or matters affecting conditions of employment of bargaining unit employees which impact on them, to the affected Council 169 Local President(s) or his/her designated agent(s).

SECTION 3. BARGAINING ON MATTERS INCLUDED IN THE AGREEMENT

A. If a future law mandates a change to this Agreement, the Employer will promptly notify the Council President or his/her designee in writing of the proposed specific change. The Council shall, if it desires to negotiate any negotiable aspects of the mandatory subjects of bargaining affected by the change, notify the Employer in writing within 10 work days of receipt of the notification from the Employer. Upon request from the President of the Council to negotiate, the parties shall initiate negotiations using the procedures in Section 1 above. Neither the Employer nor the Council will be permitted to propose changes unrelated to the mandate of the law. However, for purposes of carrying out the intent of this Section, the Employer and the Council mutually recognize and agree that their respective proposals be modified during the course of the negotiations to permit realistic good-faith bargaining of all aspects of the negotiable subject matter, including aspects not anticipated when the written proposals were exchanged. The parties recognize that this Section may necessitate additional bargaining in Supplements in accordance with the procedures established in Local Supplements.
B. The Employer will not implement or enforce any discretionary aspect of such changes that are mandatory subjects of bargaining until bargaining has been completed (including a decision by the Federal Service Impasses Panel or Federal Labor Relations Authority, as appropriate).

SECTION 4. GENERAL

A. With regard to "face-to-face" negotiations under this Article, the Employer will provide official time (for the time the DLA employee would have otherwise been in a duty status) and pay travel and per diem for DLA Council representatives who are DLA employees.

B. This Article does not preclude the Employer from implementing changes necessary to effectively carry out the mission of the Agency during emergencies. In such circumstances, the Union may request post-implementation bargaining when the change affected conditions of employment. This Article is not to be construed as a waiver of any bargaining rights guaranteed the Union under 5 U.S.C. Chapter 71.

SECTION 5. IMPASSES

In the event of an impasse, either party may request the services of the Federal Mediation and Conciliation Service. If after this there are issues still unresolved, either party may petition the Federal Service Impasses Panel to settle the issue using the FSIP's procedures.

ARTICLE 6
USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. USE BY UNION

A. Council 169 shall be provided adequate private office space at the DLA Headquarters, with access to DSN and commercial phone service and a computer with Internet access, when officers of the Council are meeting in the Headquarters Complex. The Council 169 President shall be provided private office space at his or her duty station with access to DSN and commercial phone service, lockable file cabinets, and personal computer with Internet access if s/he so requests.

B. It is understood that the DSN phone system, or in the absence of DSN, FTS, if available, is primarily to support military command and control requirements. Therefore, in keeping with the system's policies, use of DSN/FTS by Council officials shall be discriminate and for legitimate labor-management purposes.

C. Each local shall be provided private office space, access to DSN, or in the absence of DSN, FTS, if available, and commercial phone service, lockable file cabinet(s), computer(s) with Internet access, furniture, facilities or services as required in accordance with arrangements to be negotiated by the parties at the local level.

D. Union representatives shall be granted access to all CFR, FLRA, OPM, MSPB, GAO documents, and other public regulations and decisions as may be maintained by the Employer in HR offices and law libraries. This provision does not include subscriptions to online reference services. Upon request, the Employer will provide copies of specific case decisions, regulations or statutes as applicable.

SECTION 2. USE BY EMPLOYEES

The Employer may authorize use of a variety of facilities that may relate to conditions of employment. The number and types of such facilities varies greatly depending on location and whether the installation is under DLA control. Due to the significant variations, use of such facilities is appropriately negotiated at the local level.

ARTICLE 7
RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

SECTION 1 . For the purposes of this Agreement, "research program" means a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems; and "demonstration project" means a project conducted by the Office of Personnel Management (OPM), or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

SECTION 2. In the event that the Agency is requested to participate in an OPM sponsored research or demonstration project under Chapter 47 of Title 5, United States Code, the Agency will:

A. Not approve any project involving bargaining unit employees if:

1. The project will violate this Agreement unless the Union has agreed to permit its inclusion, pursuant to 5 U.S.C. § 4703f(1) or
2. Until there has been consultation or negotiation, as appropriate, with the Union if the project is not covered by this Agreement, pursuant 5 U.S.C. § 4703f(2).

B. Abide by 5 U.S.C. § 4703(e) if the OPM or the Agency determines the project creates a substantial hardship on or is not in the best interest of the public, the Federal Government or employees.

ARTICLE 8
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY. The Employer and Council 169 agree that discrimination in employment because of race, color, religion, sex, national origin, age, or disability as these terms are defined by appropriate law and regulation is prohibited. Sexual harassment is also a form of discrimination and the Employer and Council 169 agree that all personnel will work toward its prevention.

SECTION 2. The Equal Employment Opportunity Program. The DLA Equal Employment Opportunity/Affirmative Employment Program (EEO/AEP) shall be designed to promote equal employment opportunity in accordance with applicable law and government-wide regulation. Local activities are authorized and encouraged to establish Alternative Dispute Resolution (ADR) programs and these programs are not precluded by this article.

SECTION 3. INFORMATION DATA AND REPORTS.

A. Each activity will provide employees reasonable access to regulations in the activity's possession, which describe the discrimination complaints process.
B. Each activity will provide employees reasonable access to their approved activity Affirmative Employment Plan, if any.
C. Each activity will allow the local Union an opportunity to comment on the activity's proposed Affirmative Employment Plan before the Plan is submitted to DLA Headquarters. Any comments submitted by the local Union will be considered in developing the Plan, and a copy of the approved Affirmative Employment Plan will be provide to the local Union.
D. The Employer agrees to provide the Council with a copy of the DLA Affirmative Employment Program Plans, if any, and Reports of Accomplishments submitted to DLA Headquarters, if any.

SECTION 4. COMPLAINTS.

A. Any employee who seeks advice, wishes to file, or has filed an EEO complaint shall be free from coercion, interference, dissuasion, or reprisal due to the complaint.
B. Complaints must be initiated within 45 days of the date of the incident or of the date when the employee became aware of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.
C. An employee is entitled to designate a personal representative, which may include the Union. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.
D. Pursuant to the Statute, an aggrieved employee who alleges discrimination may at his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his or her option, when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a

notice of MSPB appeal under the statutory procedures or pursues a written grievance in accordance with the negotiated grievance procedure, whichever event occurs first.

E. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

F. Persons who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

SECTION 5. EEO COMMITTEES. The local Union may have a member on the EEO Advisory Committee, Federal Women's Program Committee, and the Hispanic Employment Program Committee if such committees exist, or are established at an activity. That member must be one that is approved by the activity Commander from a list submitted by the local Union. If no person on such list is acceptable to the activity Commander, the parties shall meet and confer in order to select a person. The local Union's representative shall be on official time while performing authorized committee functions if an employee, and if otherwise in a duty status. The Union's representative will be a full participant in his or her respective committee.

SECTION 6. EEO COUNSELORS

A. EEO counselors, properly trained in accordance with appropriate regulations, will be made available and accessible to employees on duty time if otherwise in a duty status. The agency will provide information on the role of the EEO Counselor and their functions during the EEO counseling process.

B. The Employer will post information in conspicuous places on how to obtain EEO counseling along with appropriate telephone numbers.

ARTICLE 9
TELEWORK

SECTION 1. Telework is a voluntary program which may be authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The purpose of this Article is to ensure that eligible employees may participate in Teleworking to the maximum extent possible. The parties recognize that both regular and recurring and ad hoc (intermittent) Telework arrangements benefit employees and the Employer by, among other things:

A. potentially improving the productivity of employees;

B. assisting in the recruitment and retention of high quality employees;

C. improving employee morale;

D. allowing employees to establish a better balance between their work and personal lives;

E. reducing commuting costs and commuting stress;

F. improving job access and reasonable accommodations for disabled employees;

G. reducing costs for office space and related costs for utilities, parking, etc.;

H. accommodating employees needs for convalescence from short-term injuries or illnesses;

I. accommodating work needs when the regular workspace is unavailable (e.g., during office renovation); and

J. promoting the Defense Logistics Agency as an Employer of choice.

SECTION 2. The parties recognize that some positions are not generally eligible for Telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

A. require the employee to have daily face–to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;

B. require daily access to classified information; or

C. are part of trainee or entry-level positions.

SECTION 3. DLA and the Council recognize that employees who Telework must be available to work at the traditional worksite on Telework days on an occasional basis if

necessitated by work requirements. Conversely, requests by employees to change scheduled Telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

SECTION 4. TYPES OF TELEWORK:

A. Regular and recurring Telework arrangements are approved work schedules allowing eligible employees to work at an approved alternative worksite at least one day per week (including from home). The number of days of Telework is based upon workload requirements, ability to maintain effective communications in the workplace, implement new work processes, and accomplish the mission of the Agency. When an employee submits a Telework request, he/she will meet with the supervisor to discuss these specifics. This discussion will assist the supervisor in recommending the number of days per week Telework should be authorized. Approving officials have the sole discretion to determine the number of days per week (from one to five) a Teleworker is approved to work. Approving officials will advise Teleworkers of the number of days per week they are authorized to Telework.

B. Ad hoc (intermittent) Telework means occasional, one time, or irregular Telework by an employee at an approved alternative worksite typically for a day, or a block of days, to work on projects or assignments that may be effectively performed away from the traditional worksite. Ad hoc (intermittent) Telework provides an ideal arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a local directive, preparing a brief or arguments, preparing an organization's budget submission, reviewing various types of proposals, or preparing research papers. Such situations may occur through the year or be a one-time event.

SECTION 5. TELEWORK AGREEMENTS

A. Prior to commencement of regular and recurring Telework arrangements, the supervisor and the employee must request approval to Telework using the form at Appendix C. Written approval or disapproval normally will occur, within 10 (ten) workdays of submission by the employee, but no later than 15 workdays. If disapproved, the employee will be provided with a written explanation of the reason. If approved, the employee must complete and sign a Telework Agreement (copy at Appendix D) that outlines the terms and conditions of the arrangements. The purpose of the Telework Agreement is to prescribe the approved alternative worksite, Telework scheduling, and to address personnel and security issues. If the agreement is for work from home, the employee must designate one area of the home as the official workstation, and must sign a self-certification safety checklist (copy at Appendix E) that proclaims the home safe. Appendix F must be completed by the supervisor and employee to ensure proper understanding of the Telework Program.

B. Individual participants may terminate their personal Telework agreement by giving advance written notice.

C. The Employer may modify or terminate a Telework arrangement if that arrangement is having a demonstrated undue adverse impact on work operations or performance. When practicable, the supervisor or manager will provide written notice prior to the cancellation of participation in order to provide adequate time for conversion back to the official duty station.

SECTION 6. REQUIREMENTS

Employees who wish to Telework must:

A. Be performing at the Fully Successful level.

B. Not have a disciplinary action in their record during the prior 18 month period (12 months for reprimands) from the date they requested to Telework. This provision may be waived by the Telework approving official.

C. Not be under a letter of leave restriction. This provision may be waived by the Telework approving official.

SECTION 7. GRIEVANCES

A. If an employee disputes the reason given by a supervisor for not approving him or her for Telework or for terminating his or her Telework Agreement, the employee may submit a grievance using the negotiated grievance procedure.

B. If the Union believes that the Employer is not complying with the negotiated policies or applicable laws, rules, or regulations concerning Teleworking, the matter may be grieved under the negotiated grievance procedure.

SECTION 8. INFORMATION

The parties agree to discuss emerging issues related to Telework when either party requests it. Such updates will include information concerning the number of positions designated as eligible by job title, series and grade, the number of employees requesting Telework and the number actually approved for Telework by Local activity and other information viewed as mutually relevant by the parties.

ARTICLE 10
CAREER DEVELOPMENT AND TRAINING

SECTION 1. GENERAL

A. The Employer will provide training, education and development opportunities in accordance with 5 CFR, Part 410. The DLA Council and the Employer shall encourage employees to take advantage of training and educational opportunities. Such training will add to skills and qualifications needed to increase their efficiency in the performance of their duties, meet future Agency requirements, and qualify for advancement.

B. Where non-job related courses are available only during duty hours at an area institution, the Employer will give appropriate consideration to an employee's request for a special tour of duty to permit the employee to take the course.

C. To the extent practicable, training directed by the Employer will be scheduled within employees' work hours. When it is not possible to do so, the employee's shift may be adjusted to encompass the hours of the training. Overtime pay for training is generally prohibited for FLSA Exempt positions, except as specifically addressed in exceptions described in 5 CFR 410. Overtime pay for training or attending lectures, meetings or conferences for employees covered by FLSA is described in 5 CFR 551.423, which provides for payment of overtime only when the training is directed (rather than permitted) by the Employer and the purpose of the training is to improve the employee's performance of the duties and responsibilities of his/her current position.

D. The Employer agrees to provide appropriate job related training to employees without regard to disability, race, religion, sex, age, national origin, or Union affiliation or non-affiliation.

SECTION 2. INDIVIDUAL DEVELOPMENT

An Individual Development Plan (IDP) will be reviewed and updated annually and discussed in conjunction with performance evaluation discussions. The Employer will assist the supervisor and the employee in the development of the IDP, upon request, and will provide access to appropriate sources of formal training (e.g. web sites, catalogs). Upon an employee's assignment to a new or different position, the Employer will inform him or her of the purpose of an IDP, and develop an IDP that outlines the skills or knowledge required for performance in the position and recognizes the employee's developmental interests. Additionally, the Employer shall make every reasonable effort to provide training and developmental activities identified on each employee's approved IDP when such training is related to the employee's official job duties.

SECTION 3. EXPENSES

A. The Employer will pay approved job related training and/or formal education expenses. Employees who are interested in pursuing courses of training or higher

education at their own expense are encouraged to do so. Employees may document such training in resumes/job applications and will be given appropriate credit for such.

B. Where employees have been directed to attend training during duty hours, they will be carried in a pay status, without charge to leave, while attending classes.

SECTION 4. VOLUNTARY PARTICIPATIONS/SELECTIONS

Employees may choose to submit or not submit applications for positions that are considered to be developmental or involve a career-ladder promotion. However, once selected into a career development program, developmental training assignments will be considered assignments of work.

SECTION 5. ANNUAL SURVEYS

The Employer will conduct an annual review of training requirements. Employees and the Union will participate in annual assessment and gap analysis to ensure that organizational, occupational and individual needs are addressed in corporate training solutions.

SECTION 6. TRAINING PROGRAMS

Employer's training programs may include but are not limited to the following:

A. Classroom Training
B. On-the-job Training
C. Technology-based Training, e.g. computer-based, satellite, e-learning
D. Coaching and mentoring
E. Cross-training and rotational assignments
F. Upward Mobility Programs (including OPM-approved waivers of qualification requirements)
G. Internship and other career ladder positions
H. Retirement planning (the parties encourage employees to participate in retirement planning training early in their careers to facilitate proper retirement planning).

SECTION 7. ACCREDITATION. When an institution of higher learning provides for accreditation of on-the-job training or experience, the Employer will, upon request of the institution, seek to have the institution accredit the Employer program.

SECTION 8. EMPLOYEE ORIENTATION.

A. The Union has the right to be present at New Employee Orientation briefings attended by unit employees, as they constitute formal discussions. Normally the Locals will be provided at least ten workdays advance notice of the orientation sessions, so that a representative can be sent to conduct a presentation.
B. At the New Employee Orientation, the Union may provide a brief (30 minutes or less) presentation regarding labor-management relations and the functions of Federal Unions.

C. The Employer will provide Council 169 Locals with a quarterly listing of all newly hired bargaining unit employees. This listing will include the organization, name, title, series and grade of employees gained during the previous quarter.

SECTION 9. ADVANCE NOTICE

Normally, employees will be given at least two weeks advance notice of training courses that require TDY. When scheduling training that will require TDY, the Employer will, upon request, take into consideration personal hardship or other job related training courses a candidate is enrolled in that would conflict.

SECTION 10. COUNCIL REQUESTS FOR INFORMATION

Upon request, the Employer will provide the Union with appropriate information needed to fulfill its representational responsibilities.

ARTICLE 11
INCENTIVE AWARDS

SECTION 1. The Incentive Awards Program will be administered on a fair and equitable basis in accordance with DLA regulations. The parties recognize that the Employer operates under a structure as a single enterprise and promotes the concept of "One Team-One Focus". To that extent, the parties further recognize the importance of teamwork in reaching organizational and Agency goals for achievement. The Employer agrees to give due consideration to using Group and Team Awards to foster teamwork and promote overall organizational achievement in recognition of the efforts of groups, organizations, and teams which have enhanced organizational excellence. The Employer has the discretion to use a wide variety of awards to recognize its employees for performance in support of DLA's mission and functions. Nothing in this agreement will preclude the Employer's use of other types of awards (i.e., individual awards).

SECTION 2. Incentive Awards Committees may be used to advise approving officials regarding awards programs and proposed awards. Council 169 Locals are entitled to a voting representative on any such committee (current or established in the future) that reviews awards for bargaining unit employees. Where such committees do not exist, they may be established with the mutual agreement of the parties. Where such committees are currently established and the Local has more than one member, such arrangement will continue. Disestablishment of such Committees may be done only with the mutual agreement of the parties.

SECTION 3. Awards will be approved or disapproved within a reasonable period of time. Awards will be presented to recipients in a timely manner. Any employee or group of employees considered deserving of an award by the Employer will be nominated in a timely manner. Union representatives who use official time will not be excluded from group awards. Awards for such employees may not be based upon the performance of representational functions.

SECTION 4. The Employer agrees to provide the Council 169 Locals a semi-annual report showing names, titles, series, grades of bargaining unit employees, the type of award received and dollar amount (if applicable) at each Local Activity. The Employer agrees to provide the Council 169 Locals a semi-annual report showing the type of award received and dollar amount (if applicable) for non-bargaining unit employees at each Local Activity. Further details regarding awards for non-bargaining unit employees will be provided upon showing of a particularized need for such information.

ARTICLE 12
POSITION CLASSIFICATION

SECTION 1. GENERAL

A. Each position covered by this agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade, and pay system in accordance with OPM and Agency regulations.
B. The description must clearly and concisely state the major duties responsibilities and supervisory relationships of the position. Position descriptions do not control work assignment. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.
C. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a recurring basis which are unrelated to his/her principal duties.
D. Employees will be furnished a copy of the description of the position to which assigned at the time of assignment and when the position is officially revised to reflect significant changes.

SECTION 2. APPLICATION OF CLASSIFICATION STANDARDS

A. Activities will apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The local Union will be notified reasonably in advance when any changes in position classification or job grading standards will impact on unit employees at the activity. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations and this MLA.
B. As an appropriate arrangement for employees adversely affected by the assignment of lower graded duties, the Employer will make every reasonable effort to assign work consistent with the employee's grade level in his or her current position of record.

SECTION 3. ACCURACY OF POSITION DESCRIPTIONS

An accurate position description is necessary to review the classification of a position. Questions regarding the accuracy of position descriptions are resolved using the negotiated grievance procedure. During the grievance procedure, the employee may request and receive an audit of his/her position description. Time limits for the grievance will be extended by the amount of time taken to complete the audit.

SECTION 4. CLASSIFICATION REVIEW AND APPEALS OF POSITION PAY PLANS, TITLES, SERIES AND GRADES

A. Upon request, the Classification Specialist shall explain all factors used in evaluating a position to an employee or Union representative. Upon request, the Employer

shall provide copies of evaluation statements to the Union, should such statements exist.

B. When an employee notifies the activity that he/she wishes to file an appeal regarding job title, series, or grade, he/she shall be furnished, upon request, information on appeal rights and procedures in applicable regulations. Contingent upon Union acceptance, an employee may elect to be represented by the local Union when appealing and when discussing appeal rights and procedures with the Human Resources Office.

C. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

SECTION 5. EFFECTIVE DATE

The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

SECTION 6. COPIES OF POSITION DESCRIPTIONS

Copies of unit position descriptions will be provided to the Union upon request. When a position is reclassified and it results in a change in series or grade, the local Union will be notified.

SECTION 7. ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

A. Environmental Differential (Federal Wage System). When it is not possible to minimize or practically eliminate hazardous working conditions through the use of personal protective equipment or changes to work practices, environmental differentials will be paid to Federal Wage System (WG) employees in accordance with applicable regulations.

B. Hazardous Duty Pay (General Schedule). Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations.

C. Grade Determination. It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the activity shall inform the employee and the Union whether or not such duties were taken into account in establishing the grade, including whether, absent those duties, the grade would have been lower.

D. Nothing in this article prohibits the establishment of Joint EDP committees on an ad hoc basis should a need arise.

ARTICLE 13
MERIT PROMOTION

SECTION 1. PURPOSE AND SCOPE

This Article is applicable to all promotions to Agency positions within the bargaining units represented by Council 169. Merit Promotion policy for DLA resides at the Headquarters level and is not delegated to the Field Activity level.

SECTION 2. PRINCIPLES

A. The Defense Logistics Agency is an equal opportunity Employer.
B. The Employer and the Council 169 share an interest in a fair and open merit promotion process that provides employees with the opportunity to advance in their careers based on merit.
C. Employee trust in the Program is an important factor in employee morale.
D. Because of the importance of the Merit Promotion Program to the Employer, Council 169 and DLA employees, the parties agree to work together to maintain the integrity of the Program and improve the level of trust in the Program.
E. The Employer requires a highly competent, fully integrated workforce in order to accomplish its mission.
F. The Employer may select or not select from among a group of referred promotion candidates, or candidates from other sources such as reinstatement, transfer, reassignment, excepted appointment, or those within reach on an appropriate OPM or delegated examining unit certificate.

SECTION 3. POLICY

A. Merit Promotion procedures apply to actions implementing the competitive placement (for over 120 days) of employees (including reinstatement and transfer eligibles) to positions at grade levels higher than those of their previous positions. They also apply to placement into positions that offer promotion to grades that are higher than the specific full performance level of any position previously held on a permanent basis.
B. In order to improve the credibility of the merit promotion process, the Employer will publish and provide the Council and Locals with information regarding promotion rates, average length of time in grade before promotion, and internal promotions relative to external hires, on a semi-annual basis.
C. Higher level duties and responsibilities will not be assigned to employees on a continuing basis when such assignment is not in accordance with the provisions and intent of this Article since such assignments create the impression of favoritism and pre-selection and impair employee confidence in the integrity of the promotion Program.
D. Violations of the promotion program can have serious impact on personnel management that goes beyond the particular cases involved. Proper promotion actions are essential to assure that the Employer is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Employer agrees to take appropriate and timely measures to correct deficiencies discovered.

E. Expedited Grievance Procedure for Merit Promotion:

1. The Employer and Council 169 share an interest in fair consideration of applicants for promotion. This expedited grievance procedure provides a means for rapid review of employee or Union grievances regarding qualifications or rating decisions. This procedure may be used by an employee or by the Union prior to the announcement of a selection.
2. In the event a grievance is filed using this procedure, the Employer will stay the selection process for five workdays, or until the grievance decision is rendered, whichever occurs first. If multiple grievances are filed, the Employer will suspend the selection process for five workdays from receipt of the first grievance.
3. Matters excluded
    a. Grievances not involving merit promotion [see the negotiated grievance Article].
    b. Merit promotion grievances filed subsequent to official announcement of selection[s].
4. Procedure: The Union/employee[s] may request specific information regarding the qualifications/rating determination to determine whether a grievance exists. The Employer agrees to provide such information in an expeditious manner in order to avoid any delay in processing a grievance. The written grievance must be initiated within 5 workdays after receipt of the requested information by the Union/employees. The Customer Account Manager (CAM) will meet telephonically or in person with the Union/employee to discuss the complaint within 3 work days from receipt of the complaint. The CAM will provide a written decision within 2 workdays of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance.
5. A grievance not resolved by this procedure may be advanced to the second step of the negotiated grievance procedure for Merit Promotion (Section 16).

SECTION 4. DEFINITIONS

A. Area of Consideration - The organizational and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotion or position change.
B. Cut-Off Score - A score combining all the measuring instruments being used in a rating plan to identify highly qualified candidates. Candidates whose scores are below the cut-off score will not be referred for consideration.
C. Highly Qualified Candidate - Candidates who, in addition to meeting the basic qualifications for a position, have a total score at or above the cut-off score and their performance of record is at or above fully successful.
D. Concurrent Consideration - The simultaneous consideration of Agency and non-Agency candidates for competitive promotion.
E. Minimum Area of Consideration - The narrowest area of consideration from which the search for qualified candidates may be made.
F. Promotion Certificate - The certificate containing the names of the top ranked candidates eligible to be considered by the selecting official for competitive promotion.

G. Selecting Official - The individual delegated authority by the Employer to make the decision regarding the selection for placement into a position.
H. Subject Matter Expert (SME) - A person who has knowledge and experience that has provided a familiarity with the duties, qualifications requirements, and responsibilities of the position.
I. Underrepresented Position - A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established DLA EEO and/or Affirmative Employment Program goal(s).

SECTION 5. PROMOTIONS EXCEPTED FROM COMPETITION

The following types of actions may be taken without regard to the competitive procedures established by this Article:

A. A promotion resulting from the upgrading of an employee's position due to the issuance of a new classification standard or the correction of an initial classification error.
B. A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.
C. Career promotion of an employee without current competition when at an earlier stage the employee was selected from a civil service certificate or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
D. A career ladder promotion following noncompetitive conversion of a cooperative education student.
E. A position change from a position having known potential to a position having no higher potential.
F. A temporary promotion of 120 days or less.
G. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.
H. Repromotion to a grade which is no higher than the highest grade previously held on a permanent basis or to a position which offers a non-competitive promotion to a position that is no higher than the specific full performance level of any position previously held on a permanent basis. This provision does not apply to an employee previously demoted for cause.
I. Promotion after failure to receive proper consideration in a competitive promotion action.
J. Promotion directed by the Field Activity Head or higher authority to effect the corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law.
K. While accretion of duties promotions may be proper and necessary under certain circumstances, it is very important to ensure, to the greatest extent possible, that they are used on a consistent basis. A non-competitive promotion is authorized when the employee's position is reconstituted because of either a planned management action or an unplanned accretion of additional duties and responsibilities, provided:

1. The employee will continue to perform the new duties as well as those of the current position.
2. The addition of new duties and responsibilities does not impact on the grade of any other encumbered position.
3. The employee meets all requirements for promotion to the position.
4. The position to which the employee is promoted is not a career ladder position.
5. The duties and responsibilities that support the higher-level position will continue beyond one (1) year.
6. Successive accretion of duties promotions are not ordinarily permitted. The Local will be advised in writing of such promotions.
7. When an employee is promoted by accretion of duties, immediate reassignment to another position is generally inappropriate, especially to another career field.

SECTION 6. RESPONSIBILITIES

A. DLA Human Resource Center Customer Support Offices will:

1. Administer the Merit Promotion Program and assure adequate advice and assistance is provided to supervisors and employees to enable them to discharge their responsibilities in connection with the program.
2. Appraise candidates for competitive promotion opportunities as objectively as possible and consistent with the facts as evidenced in actual performance.
3. Provide an easily accessible method for employees to obtain status of applications, preferably using the Internet or Intranet.
4. Provide advice, upon request, to employees with respect to the filing of applications and the regulatory aspects of the promotion program.
5. Provide the Union with access to the promotion referral list (minus applications) and subsequent supplemental list[s] thereto at the same time the list is submitted to the selecting/management official having the vacancy. If a decision is made to remove an employee from a promotion certificate, the Union and employee[s] affected will be advised and rationale provided prior to the change. Continued access is contingent upon the Union's adherence to confidentiality requirements.
6. Upon request from the Union/employee[s], the Employer will provide a breakout of the employee's rating information showing points assigned and skills credited.

B. Selecting Officials/Supervisors will:

1. Select candidates who they believe are the best qualified without regard to favoritism or other non-merit factors.
2. Make selection decisions within a reasonable time after receipt of a promotion certificate.
3. Release employees selected under this program normally not later than the beginning of the second pay period following final selection.

4. Document reasons for non-selection of employees eligible for repromotion priority who have been certified on a promotion certificate.

C. The Council 169 Local will bring matters of concern regarding the promotion program to the attention of the Customer Support Office as early as possible in an effort to reach informal resolutions.

D. Employees will:

1. Assure that applications are completed properly, accurately and in the detail required to permit a valid evaluation of their qualifications.
2. Cooperate in the resolution of questions concerning their qualifications and eligibility for a specific job vacancy or job category by providing pertinent information as may be requested or required.
3. Respond to the requirements of Job Opportunity Announcements (JOAs).
4. Advise their supervisors or co-workers of the job opportunities in which they are interested and arrange to be notified if such opportunities are advertised while they are absent on leave, detail, TDY, or at a training course.

SECTION 7. AREA OF CONSIDERATION

A. The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of highly qualified candidates, inclusive of underrepresented groups, from which to select and to provide adequate promotion opportunities for employees. The minimum area of consideration is employees of the activity in the commuting area, except for GS-14 and above which must be at least DLA-wide.

B. The Union will be consulted prior to expansion of the area of consideration.

C. Employees who are absent for an officially 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 8. CONCURRENT AND PRIORITY CONSIDERATION

A. When concurrent promotion consideration is to be given to non-DLA candidates for positions to be filled in accordance with this Article, the JOA will state the fact that such candidates will be rated by the same means and using the same criteria as to be used for rating DLA candidates, except as provided in Section 8B.
B. Priority consideration will be given to those qualified candidates who have entitlement to consideration under other regulatory requirements. These include employees affected by reduction-in-force or transfer of function in accordance with their eligibility and/or rights under the DOD Priority Placement Program, registrants in the OPM Interagency Career Transition Assistance Program (ICTAP), employees receiving priority consideration under EEO procedures, employees denied proper

consideration because of an error or program violation, employees transferred or detailed to international organizations, individuals in the military service who have reemployment rights, DOD overseas returnees, recovered disability annuitants and injury compensationers, and candidates referred through mandatory referral procedures under DOD Career Programs.

SECTION 9. JOB OPPORTUNITY ANNOUNCEMENTS

A. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA). JOAs will be printed or posted electronically via the Internet. JOAs will be printed and posted on official bulletin boards for those employees who do not have Internet access at their desks or available in common use areas.
B. As a minimum, JOAs shall include the following information:
    1. The JOA number.
    2. The position title(s), occupational series, and grades(s).
    3. Opening and closing dates.
    4. A brief summary of the representative duties of the position(s).
    5. Area of consideration.
    6. Qualification requirements, including a description of any modification of established qualification requirements.
    7. Selective placement factors, if any. The Employer shall notify the Union in writing prior to establishment of any selective placement factors.
    8. Specific skills upon which evaluation of applicants will be based, the relative weights of the skills, and the total points available for education, awards and skills.
    9. A statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable.
    10. Any test(s) required.
    11. Any unusual conditions of employment that it might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, etc.
    12. A statement that applications will be accepted from VRA eligibles and 30 percent or more disabled veterans. A statement concerning receipt of applications from Veteran's Employment Opportunities Act (VEOA) candidates will be placed on announcements when the area of consideration is open to applicants outside of DoD. VEOA candidates will be ranked separately from competitive status employees.
    13. The statement: "The Defense Logistics Agency is an equal opportunity Employer."
    14. Statement that basic eligibility requirements such as time in grade, minimum qualifications, and other regulatory requirements must be met by the closing date (or the closing/cut-off date of the register, if one is used).
    15. Length of temporary promotion or detail (if appropriate).
    16. How and where to apply, including any special forms required.
    17. Statement concerning payment or nonpayment of PCS.
    18. Statement as to whether the position is a drug testing designated position.
    19. Statement as to whether the position is subject to mobility or rotation.

20. Bargaining unit status.
21. Position sensitivity.

C. JOAs will be posted in appropriate places, such as electronic bulletin boards, electronic mail systems, or official bulletin boards developed for that purpose during the time limits within which applications will be accepted. Announcements issued for specific vacancies will remain open for a minimum of seven business days, except for those where the automated system is not used. In such cases, the minimum open period is ten business days.

D. An announcement issued for a specific vacancy or vacancies may also be used to fill any number of additional vacancies within six months after the closing date of the announcement that arise in the activity, provided the JOA contains a statement that the JOA will be used for the additional timeframe.

E. JOAs for positions for which there is an anticipated frequent, repetitive or continuous need may either be announced on an open continuous basis, or may be announced for a limited period and used to establish a register of top ranked candidates to be referred as appropriate vacancies arise.

    1. For JOAs announced on an open continuous basis, interested applicants within the area of consideration may apply at any time prior to cancellation of the JOA. Each time a vacancy occurs which will be filled from the JOA, all eligible candidates who have applied up to the date that the request to fill the vacancy (SF52) is received for recruitment will be considered. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligibles issued under the announcement.
    2. For JOAs that will be open for a limited period and used to establish continuing promotion registers, applicants may apply only during the limited period indicated. Eligible candidates will be placed in rank order on a register that will be used to fill similar vacancies as they occur for a specified period of time after the closing date of the JOA. Generally, a promotion register may be used for a period of up to two years provided the JOA is reopened at least every four months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously applied. If the JOA is not reopened, certificates may be issued for no more than four months after the closing date of the announcement. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligibles issued under the announcement.

F. To be accepted, applications must be received by the closing date of the announcement. For JOAs not using the automated system, applications must be postmarked by the closing date and received within five calendar days of the closing date.

G. Amendments, cancellations, extensions or other changes to JOAs will be publicized by issuance of an amended JOA.

SECTION 10. EVALUATION OF CANDIDATES FOR COMPETITIVE PROMOTIONS

A. The Employer and Council 169 recognize their shared interest in a consistent and efficient Merit Promotion system that provides for prompt filling of vacancies with high quality applicants.
B. The Employer will establish a Merit Promotion Advisory Board to provide input to the DLA Human Resources Center in the administration of the Merit Promotion Program. The purpose of the Board is to review the overall operation of the Merit Promotion Program, the Employer's implementation of the automated system and its impact, and provide insight and recommendations that help ensure the successful deployment of the software and the new merit promotion process.
    1. The Board will include three members designated by Council 169 to represent the interests of the Council and represented employees.
    2. The Board will meet quarterly and face-to-face. Union members will be on official travel and per diem. Meeting schedules will be coordinated so that, to the extent practicable, the meetings are scheduled at times and in locations agreeable to all participants. The Board Chair may designate the date, time and location of the meeting if agreement of all participants is not possible.
    3. The Board will continue for a term of two years, unless mutually agreed by the parties.
    4. Membership on the Board does not affect the Council's collective bargaining rights.
C. The Employer will use an automated system for evaluation of candidates. To the extent practicable, the use of the automated system will be phased in by location. The Employer will identify locations to be phased in each month until all are covered. It is the intent of the parties to have full deployment within one year after beginning. New locations to be covered by the automated system will be provided to Council 169 thirty days in advance. The Employer will consider the Council's comments in preparing the deployment schedule. No series will be covered by the automated system unless the majority of employees in the series have Internet access either at their desks or in a common-use setting such as a kiosk. The Employer agrees to provide training to employees and Union representatives regarding resume preparation and the operation of the product. For each position (or group of positions) that will be filled through competitive promotion procedures, the method of rating must be documented. This job analysis will address:
    1. The skills identified through job analysis as necessary for successful job performance and the relative weight assigned to each.
    2. The measurement methods to be used.
    3. Evaluation procedures to be followed and measuring information to be used, based solely on job-related criteria.
D. Skills to be used for evaluation purposes must be derived from the official position description for the position being filled.
E. Candidates who have a current annual performance rating of Minimally Acceptable or Unacceptable will not be certified for promotion consideration. They will be notified that they are ineligible for further consideration.

F. Applicants for promotion will be evaluated based upon related skills, education and awards. The relative importance of skills may be weighted as "less than average importance," "average importance" or "greater than average importance." Skills to be used and the weights of skills will be determined prior to issuance of the JOA.
G. Applicants will be evaluated using a 100 point scale. Candidates whose scores are below the cutoff score of 60 will not be referred for consideration.
H. Applicants will be advised, via e-mail, of the skills for which the automated system has awarded credit. In the event the Employer overrides the automated system determination, the employee will be notified of the change and the reason.
I. To assist employees in applying for positions using the automated system, the Employer will provide employees with information regarding locations where free Internet access is available. Where practicable, employees who do not have Internet access at their desk/workspace will be permitted to use available Employer computers to prepare and submit automated job applications during non-duty hours.
J. Employees in job series that are not yet covered by the automated system are still eligible to participate in automated system training.
K. The Employer and Council 169 agree that it is in the best interest of employees and the Employer to maintain a degree of consistency in evaluation of applicants. To that end, the expectation is that the Employer will not make frequent changes to crediting plans in the absence of significant changes to positions.

SECTION 11. REFERRAL OF CANDIDATES FOR SELECTION

A. A list of the best qualified candidates will be referred to the selecting official for consideration. The number to be referred will not exceed ten promotion candidates for each vacancy being filled, unless there are tie scores. Ties will not be broken. When there is more than one vacancy, one additional applicant will be referred for each additional vacancy.
B. When a promotion certificate contains at least three qualified promotion candidates, the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligibles.
C. If the promotion certificate contains fewer than three qualified promotion candidates, or if declinations reduce the number to fewer than three, the selecting official may request that recruitment efforts be renewed or he/she may proceed with the selection process. If recruitment is renewed, previous applicants need not reapply to receive consideration.
D. In cases where the position was announced at more than one grade level, the selecting official will be provided a list for each grade level.

SECTION 12. CANDIDATE INTERVIEWS

A. Candidates for promotion may be interviewed. Candidates who are not readily available need not be interviewed or may be interviewed by phone. The Selecting Official may choose not to interview candidates s/he has interviewed for the same position in the preceding six months. When the Selecting Official chooses not to interview all promotion applicants, the reasons for not interviewing will be documented in the Merit Promotion case file. When the number of referred

applicants does not exceed ten, if one applicant is interviewed, all must be interviewed.

B. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.
C. Whether or not to use Interview Panels will be negotiated in the Local Supplement. Use of such panels will be disclosed to the candidates at the time interviews are scheduled.
D. Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

SECTION 13. SELECTION. Selecting officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration, or from any other appropriate source.

SECTION 14. AVAILABILITY OF INFORMATION USING THE AUTOMATED SYSTEM

The Employer will make the following information available to employees via the Human Resources web site:

A. All currently open vacancy announcements.
B. This Article of the Master Labor Agreement.
C. Any subsequent agreements pertinent to the Merit Promotion Process.
D. Password protected personal information, available to individual employees, regarding their application history. Available information includes, but is not limited to:
    1. Jobs for which the employee has applied.
    2. The employee's numerical rating (if qualified).
    3. The reason for disqualification (if not qualified or eligible to apply).
    4. Any selection/non-selection information provided by the selecting official(s).
    5. The employee's relative ranking (Number X of Y qualified promotion applicants).

SECTION 15. RECORDS. Promotion actions will be documented and records maintained in accordance with requirements established by the OPM. The Council 169 Local representative shall have the right to review pertinent promotion records, upon request, subject to the limitations of the Privacy Act.

SECTION 16. GRIEVANCE PROCEDURE FOR MERIT PROMOTION

A. Mere non-selection for promotion cannot serve as the basis for a grievance. However, other procedural matters relating to merit promotion and under the cognizance of the Customer Support Office (e.g. qualification determinations, rating for the position) may be addressed by using the following procedure after selection(s) have been announced:
    1. Step 1: A written grievance will be provided to the appropriate Customer Account Manager (CAM) within 10 work days of becoming aware of the

action being challenged citing the nature of the concern and the requested relief. Within 5 work days of receipt of the grievance, the employee, Union representative and CAM will meet (telephonically or in person, if possible) to discuss the problem and attempt resolution. Within 10 work days of the meeting, the CAM will provide a written decision to the employee and the Union of the outcome of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance. Any grievance mistakenly submitted to the local level in accordance with the negotiated grievance procedure article will be considered timely and immediately forwarded to the appropriate CAM.

2. Step 2: If the answer provided at Step 1 is unacceptable, the employee may advance the written grievance within 10 work days to the Director of the CSO. Within 5 work days of receipt of the grievance, the Director of the CSO or designee will meet (telephonically or in person) with the employee and Union representative to discuss the allegation and requested relief. A final written decision will be provided within 10 work days of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance.
3. Step 3: If the answer provided at Step 2 is unacceptable, the employee/Union may advance the written grievance within 10 workdays to the Deputy Director, J-1. The Deputy Director, J-1 will issue a written decision within 10 work days to the employee/Union. The written decision will be the final Agency decision.

B. Failure on the part of the CAM to comply with the specified time limit specified in Step 1 will permit the grievance to be advanced to Step 2. Failure on the part of the grievant to comply with the time limits will serve as the basis for rejecting the grievance on the basis of timeliness.

C. If the Union is not satisfied with the final grievance decision, the Union may request the grievance be advanced to Arbitration in accordance with Article 37 of the Master Labor Agreement.

D. A declaration that the issue is nongrievable or nonarbitrable will become the threshold issue to be determined before the merit promotion grievance can be reviewed by an arbitrator.

ARTICLE 14
EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 1. GENERAL

A. The Employer agrees to implement an employee assistance program and to make employees and supervisors aware of the program. The purpose of the EAP is to assist individuals dealing with alcoholism, drug abuse, emotional disorders, family and marital crises, financial difficulties, physical abuse, and other personal problems that may affect job performance.
B. All proposed letters of discipline will state, "If you believe your behavior was caused by or related to an actual or perceived disabling condition, such as drug or alcohol dependency, or other personal problems, you may contact an EAP advisor."
C. In the case of an employee with an actual or perceived disability who enrolls in the EAP after receiving a notice of proposed disciplinary or adverse action, the Employer may consider holding the action in abeyance to allow participation in a rehabilitation program.

SECTION 2. COUNCIL-EMPLOYER COOPERATION

A. Council 169 agrees to cooperate fully with the Employer in attempting to rehabilitate affected employees who need assistance under the provisions of this program and improve work performance, if applicable.
B. Council 169 and the Employer recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.
C. Employees requiring the services of the EAP will be permitted to attend a maximum of six sessions for initial evaluation and referral. Such time will be in a duty status, if the employee is otherwise in a duty status.

SECTION 3. EMPLOYEE RESPONSIBILITY

When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Employer, supervisors will either advise or encourage troubled employees to pursue help through the Employee Assistance Program before considering disciplinary or other corrective action.

SECTION 4. USE OF SICK LEAVE UNDER THE PROGRAM

Employees undergoing a prescribed program of treatment will be granted accrued or advance sick leave on the same basis as any other illness when absence from work is necessary. Employees may also request leave without pay.

SECTION 5. PROGRAM TRAINING AND PUBLICITY

A. Union representatives may attend seminars, workshops, conferences or training sessions designed to acquaint employees with the program and its operation.
B. The Employer will annually inform employees and the Union of the program and its services.

ARTICLE 15
SAFETY AND HEALTH

SECTION 1. GENERAL

A. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, and in implementing regulations and directives.
B. Council 169 will support the Employer's efforts to acquaint every employee with his/her safety and health responsibilities. Any bargaining unit member who is performing duties, which he/she believes endangers his/her health or safety, will promptly notify the nearest available supervisor. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action.
C. An employee's bona fide refusal to work in unsafe or unhealthy areas, as described above in this Section, will not result in reprisal by the Employer. A "bona fide refusal" is based upon the employee's reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. (29 C.F.R. § 1960.46(a))
D. The Council 169 Local will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful. Copies of safety or health inspections of such spaces will be provided to Council 169 Locals.
E. Council 169 Local representatives who are engaged in investigations of work related accidents, reports of unsafe or unhealthful working conditions, safety and health inspections, or other safety and health related complaints will be considered to be performing representational functions.

SECTION 2. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

The Employer will furnish personal protective equipment (PPE) without charge or cost to the employee when it determines that such equipment is necessary for the work to be done safely. PPE and how it will be furnished will be negotiated in Local Supplements. Employees will be allowed to retain such equipment if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.). Employees are expected to exercise due care and diligence in use of PPE.

SECTION 3. SAFETY INSPECTIONS

A. The Employer will conduct annual safety inspections at every Agency installation. The Council 169 Local will be afforded an opportunity to participate in these inspections.
B. The Council 169 Local will be notified when a Federal health officer, Employer safety inspector or private contractor visits the facility for the purpose of a safety

inspection of spaces used by bargaining unit employees. A representative of the Council 169 Local will be invited to participate in these inspections. The Employer will provide the local with a timely copy of the inspection report.

C. Council 169 Locals may, at their expense, bring in their own appropriately certified experts to conduct safety inspections and/or testing. Such experts will be certified by OSHA. Such inspections and/or testing will be coordinated in advance through the local Safety Office and the Safety Office will accompany the inspector. Coordination will include the credentials of the inspector and/or lab and the testing/inspection protocols to be followed. The Safety Office will be provided with a timely copy of the report. It is understood that security considerations may preclude the admission of inspectors or testing personnel into restricted areas.

SECTION 4. FIRST-AID KITS

At activities where local health services are not available, the Employer will furnish one industrial first-aid kit for every 50 employees, and will ensure that at least one employee of the activity is qualified to administer first aid.

SECTION 5. HEALTH SERVICES AND MEDICAL EVALUATION

A. The Employer will provide the necessary Occupational Health medical surveillance for employees whose exposure in the performance of official duties requires medical surveillance. At a minimum, this will include all bargaining unit employees who are covered by a Medical Surveillance Program (MSP). Such employees will be notified in writing of the reasons for inclusion in the MSP. Such employees will be provided appropriate baseline, periodic and exit medical surveillance evaluations as determined by the occupational Health physician.

B. The Employer will provide employees whose positions are not covered by an MSP a diagnostic examination if they have been exposed to hazardous material or prolonged exposure to unhealthful working conditions and such examination is determined by competent medical authority to be necessary. In addition, employees have the option of seeking medical examinations from sources of their own choice at no cost to the Employer.

C. The Employer maintains the right to require medical examinations in accordance with 5 C.F.R. 339.301 at no cost to the employee, for employees covered by an MSP. However, employees maintain the right to submit additional medical documentation from sources of their choice at no cost to the Employer.

D. Information regarding Environmental Differential Pay is contained in Article 12 Section 7 of this MLA.

E. A review of the health services of each local organization will be conducted at least once a year.

SECTION 6. WORK IN UNSAFE AREAS

A. If an employee alleges that an unsafe work condition exists, the employee will inform the supervisor and may notify the Council 169 Local and Safety Office.

B. The provisions of DLA safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed so that employees who are involved in occupations with

identified safety/health hazards are made aware of the hazards, informed of safe work practices, and educated in the use of appropriate personal equipment.

C. Appropriate abatement procedures in accordance with DLA safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to correct a work area which has been determined by a competent authority to be unsafe or unhealthful.

D. Bargaining unit employees may sometimes be assigned to work alone, or in confined or restricted access spaces, where safety hazards exist. Employees required to work alone or in confined spaces will be provided a means of communication, such as a cell phone or two-way radio for emergency use. If the work is being performed in an area that is not conducive to the use of such devices, the Employer will ensure that the supervisor or other personnel check on the employee often to verify his/her safety.

E. Employees shall report accidents immediately as required by existing regulations. (Note: If an employee is injured, transportation for medical treatment will be provided in accordance with the provisions of Article 19). The Employer will notify the Council 169 Local President or designee in a timely manner after an accident is reported. The Council 169 Local will be permitted to dispatch a representative to the scene of a reported accident, subject to the official time provisions of Article 3. Such representatives will not interfere with the official investigation of accidents, but may investigate on behalf of the employee and the Union. Upon request, the Council 169 Local will be provided a copy of accident reports involving bargaining unit employees. On a quarterly basis, the Council 169 Local will be provided copies of safety reports (summaries) maintained by the Employer.

F. The Employer will promptly notify the Council 169 Local President or designee of any hazardous working condition or situation involving imminent danger (i.e., bomb threat, violence in the workplace, etc.) or when the force protection condition (FPCON) changes.

G. Employees are encouraged to detect and report unsafe work practices, unsafe conditions, and health hazards to the immediate supervisor or Safety and Health Officer, and the Council 169 Local.

SECTION 7. HEALTH AND SAFETY COMMITTEES

Where the Employer establishes a Safety and Health Committee to ensure compliance with OSHA requirements, the appropriate Council 169 Local will have a representative on that Committee. Disestablishment of such Committees is subject to the mid-term bargaining provisions of Article 5. The Safety and Health Committee shall have access to appropriate Agency information relevant to their duties, including information on the nature and hazardousness of substances in the Employer's workplace. The Safety and Health Committee will monitor performance of the Employer's Safety and Health programs.

SECTION 8. WELLNESS PROGRAMS

The Employer will publicize the availability of medical programs (such as Flu shots or blood pressure screening) that may be offered to employees as part of a Wellness Program. Participation in such programs is voluntary and may be done on official time if it is offered during the employee's duty hours.

SECTION 9. FIRE SAFETY

The Employer will provide fire evacuation routes and post evacuation plans in all work areas. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections as determined by the Fire Department.

SECTION 10. HEAT STRESS AND COLD WEATHER POLICY

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. Temperature extremes may place stress upon employees, therefore, factors such as temperature, humidity, heat index, wind chill, air flow may dictate procedures to provide relief from such stress. Policies to establish procedures for employees whose duties subject them to extreme heat or cold will be negotiated in Local Supplements.

SECTION 11. TRAINING

The Employer will provide appropriate job related safety and health training for employees including specialized job safety training appropriate to the work performed by the employee. Employees who are assigned to positions that are covered by a MSP or who are required to certify hazardous material will be provided the necessary training (necessary training may include the identification and classification of hazardous materials, proper packing and shipping methods, emergency procedures, etc.). In addition, employees required to perform such duties will be provided a user ID or password to the Hazardous Materials Information Resource System (HMIRS) and training on the use of this system.

ARTICLE 16
PRODUCTIVITY

It is to the mutual advantage of the Employer and of Council 169 to work together to improve and increase the productivity of DLA and the skills and capabilities of its employees.

ARTICLE 17
MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS

Consistent with ethics laws and regulations, employees are encouraged to join and participate in professional organizations and their meetings. Expenses for such membership and/or participation in these meetings, including travel and per diem, will be borne by the employee. At the discretion of the Employer, employees may be authorized official time and/or travel expenses to participate in such meetings when workload permits and participation in the meeting is in the interest of the Employer. When an employee is directed by the Employer to join and participate in professional organizations and their meetings, expenses, including travel and per diem, will be borne by the Employer.

ARTICLE 18
PERFORMANCE EVALUATION

SECTION 1. GENERAL

A. Periodic observation and evaluation of performance, accompanied by discussions, should serve to increase understanding between supervisors and subordinate employees regarding performance.

B. Management will prepare and use written performance plans to evaluate the work of subordinates. Performance plans will be applied to an employee in a fair and objective manner. Upon request, the Employer will provide the Union existing production records to substantiate that the application of the performance standards is based on a fair and objective review of actual production. The requested data must be relevant and for the purpose of carrying out representational duties.

C. Performance plans must be current and derived from the duties and responsibilities of the position, and be reasonably attainable.

D. Employees will be given the opportunity to participate in the initial development and substantial revision of performance plans for their positions. Employees may suggest changes to their performance plans during the rating cycle.

E. Management will keep employees informed periodically of their performance, and must provide them with counseling and training necessary to be fully productive.

F. Performance ratings will be one of the bases for decisions regarding employee training, awards, reassignments, promotions, within-grade increases and quality increases, retention, reductions in grade, and removals from the Federal Service. Those employees whose performance falls below the Fully Successful level will be given the opportunity to improve.

G. Employees who serve as representatives or officials of labor organizations will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions. Employees who spend 100% of their time as labor representatives or officials of labor organizations are considered unrateable for performance appraisal purposes.

SECTION 2. DEFINITIONS

A. Appraising Supervisor. The individual who is authorized to assign and review work, and is responsible to oversee performance of the employee being evaluated. This individual is normally the immediate supervisor who exercises full range of personnel management responsibility.

B. Approving Official. The individual(s) responsible for approving ratings submitted by the appraising supervisor for those ratings which fall below Fully Successful. This is normally the next higher level supervisor above the appraising supervisor.

C. Critical Element. A component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives, and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

D. Fully Successful. The performance level necessary for the employee to function adequately, fulfill the duties and responsibilities of the position, and properly contribute to meeting organizational performance goals.

E. Minimally Acceptable. Performance in which important aspects of work are deficient and improvement is necessary for the employee to properly contribute to achieving organizational goals. If the employee is rated at this level in one or more critical elements, a summary rating of Minimally Acceptable must be given.

F. Performance Appraisal. The process of reviewing and evaluating the performance of an employee against the written performance plan.

G. Performance Plan. The written combination of critical elements and standards of performance for them.

H. Performance Standard. The results-oriented statement that describes the level of performance established for a critical element in such dimensions as quality, quantity, timeliness, and manner of performance.

I. Rating of Record. The summary rating under 5 U.S.C. § 4302 ordinarily required at the end of the appraisal period (December 31).

J. Summary Rating. The written record of the appraisal of each critical element and the assignment of the summary adjective rating.

K. Unacceptable. Performance which substantially and consistently fails to meet the Fully Successful level for a critical element. If an employee is rated Unacceptable in one or more critical elements, a summary rating of Unacceptable must be given and the employee reassigned, demoted, or removed from the Federal service.

SECTION 3. PROCEDURES

A. Establishing Written Performance Plans

1. Written performance plans related to the duties and responsibilities of each position will be prepared, revised as necessary, and kept current. Performance plans will set forth the criteria by which work will be measured for each critical element. Employees will be encouraged to participate in the initial development of performance plans for their positions and may make suggestions to their supervisor concerning changes thereto during the rating cycle. Any substantial change to or revision of performance plans will be discussed with the concerned employees and their comments considered prior to the plan becoming official.

2. An employee will be provided a copy of the performance plan for his/her position at the beginning of each appraisal period, upon initial entry into the position, and when a new or revised performance plan is established.

3. When a new or substantially revised performance plan is prepared, copies of the draft plan will be provided to the employee(s) and the Union. While the content of the performance plans is the exclusive determination of the Employer, the Employer will give consideration to any comments received from the employee or Union prior to the performance plan(s) being finalized and implemented provided they are received within 5 work days. An employee's initials or signature does not imply agreement with the performance plan.

B. Discussing Performance with Employees

1. Performance appraisal is a continuous process involving periodic discussions between the supervisor and employee (at least twice per year, one mid-period discussion and a summary discussion at the end of the appraisal period or when performance is rated). Every effort should be made to assure that employees understand the performance plan for their positions, as well as the extent to which their performance meets standards. Employees, at their request, will receive clarification of any aspect of their plan which is not clear. When an employee's performance falls below the Fully Successful level, the employee will be counseled regarding his/her performance and the consequences that may result such as potential denial of a within-grade increase, inability to be considered for merit promotion and loss of RIF retention standing.
2. Each employee's performance should be discussed at the time a rating is given. If an employee is temporarily unavailable for this discussion, the supervisor should delay forwarding the completed rating to the servicing Customer Support Office (CSO) until the employee is available unless the absence is expected to last for more than 30 days.

C. Rating Performance

1. The fixed performance appraisal period for employees covered by this Article begins on January 1 and ends on December 31 each year. No requests for waivers to or variations from this rating period will be entertained. Ratings will normally be prepared and/or approved by February 15 of each year. Ratings will be based on at least 90 calendar days working under a performance plan for an appraising supervisor. When an employee changes from one position to another, but has served 90 calendar days in the former assignment for the losing supervisor, an appraisal will be prepared and forwarded to the gaining supervisor. To the extent that it is applicable, that appraisal will be considered when the employee's performance is rated at the end of the appraisal period. When a position change occurs during the last 90 days of the appraisal period and the employee is otherwise eligible for a rating, a rating of performance will be prepared. Ratings thus prepared will become the rating of record for the appraisal period.

2. An employee who has been on long-term training or other lengthy absence from duty, or for other reasons has not completed the minimum 90 days of work necessary for a rating at the end of the appraisal period, will have his/her appraisal period extended for a period of time necessary to provide the minimum 90 days working under a performance plan for an appraising supervisor that is required for a rating. A rating will be rendered at the end of the extended period. The former rating of record will continue in effect until the new rating is prepared, reviewed, and approved.
3. When either a temporary promotion or a reassignment NTE (date) is processed and the assignment lasts more than 9 months, the gaining supervisor will provide the employee's annual official performance rating. In addition, the gaining supervisor must also ensure that an appropriate performance plan exists for the position. If one is not available, he or she must follow the procedures outlined in section 3.A. above.
4. When a performance rating is prepared, each critical element will be rated as either Fully Successful, Minimally Acceptable, or Unacceptable unless the employee has had insufficient opportunity to demonstrate performance on an element(s). In this event, the critical element should be annotated as unrateable and should not be considered in determining the summary adjective rating. If an employee's performance fails to completely meet the Minimally Acceptable level, performance for that element should be rated Unacceptable. The summary adjective rating will be determined as provided on DLA Form 46, Performance Rating. Employees whose performance has been determined to be Fully Successful will be issued a certificate in lieu of the DLA Form 46.
5. Except when necessary to extend the performance appraisal period, performance ratings will be prepared by February 15 of each year.
6. The appraising supervisor will provide a copy of the completed performance rating to the employee, discuss its contents and the employee's performance, and obtain the employee's signature. The employee's signature does not imply agreement; it merely verifies that the rating has been received and discussed. A space is available for the employee to also comment on the form. When the Fully Successful certificate is used, the employee may write comments on the back of the form.
7. When an employee has been informed that his/her performance is below the Fully Successful level, the Employer will promptly initiate efforts to help the employee overcome the deficiencies. Section 4 provides further guidance to be followed when performance is considered to be at or below the Minimally Acceptable level.
8. When employees are appraised, supervisors will consider extenuating circumstances (such as special assignments, abnormal workload fluctuations, etc.).

D. Rerating Performance During the Appraisal Period

1. It is expected that employees will usually receive only one performance rating per year and that will occur by February 15 of each year. However, performance may be rerated when an employee's performance in one or more critical elements has become Unacceptable. Performance must be rerated when the rating of

record does not agree with the decision to grant or withhold a within grade increase. Normally, supervisors will counsel employees about performance deficiencies that would result in a denial of a within-grade increase sufficiently in advance of the due date (60 days, when practicable) so as to allow them the opportunity to improve their performance to the Fully Successful level.

2. A rerating may not take place until the employee has completed a minimum of 90 calendar days in the job working for an appraising supervisor, and at least 90 calendar days have elapsed since the previous rating. It is not necessary to rerate an employee at the end of a warning period (see Section 4 below) in order to take an appropriate performance-based personnel action.

E. Appraising Performance on a Detail, Temporary Promotion, or Reassignment NTE (date)

1. When a detail, temporary promotion, or reassignment NTE (date) within DLA is expected to last 120 days or more, the employee will be furnished with a copy of the performance plan for the position.
2. Upon completion of a detail, temporary promotion, or reassignment NTE (date) lasting 120 days or more, the employee will receive a performance rating. If the temporary promotion or reassignment NTE (date) lasted less than 9 months, such a rating is for information only and does not become the rating of record. It will be considered to the extent that it is applicable to the employee's regular position when the employee's performance is rated at the end of the appraisal period. See section 3C3 for information concerning longer temporary assignments.

F. Probationary Period Evaluation

1. During the 1-year probationary period required after competitive appointment, a new employee will be appraised to determine whether conduct, performance, and overall fitness warrants retention in the Federal service.
2. Management will evaluate a probationary employee's conduct and performance not later than the 10th month of probation period. A written evaluation and recommendation must be submitted on whether or not the employee should be retained. This probationary period evaluation does not take the place of the annual performance rating.
3. 5 CFR 315 provides guidance and procedural requirements for the separation of a probationary employee.

G. Performance Ratings and Other Personnel Actions

1. An employee's retention standing for reduction-in-force (RIF) will be determined in part by the last three annual summary ratings of record. Employees will receive 20 years of additional service credit for performance during RIF for each rating of Fully Successful. The number of years of extra service credit for performance during RIF for each rating of Fully Successful will be revised to conform to Part 351 Title 5, Code of Federal Regulations, if revisions to that

Part necessitate such changes. For employees who do not have the required ratings of record, 5 CFR 351.504 will be followed.

2. An employee's performance will govern the decision to grant or withhold a within grade increase when one is due. General Schedule (GS) employees must be performing at "an acceptable level of competence." An acceptable level of competence equates to a rating of record at the Fully Successful summary level. Employees covered by the Federal Wage System must perform at a "satisfactory" level as provided in 5 U.S.C. § 5343(e)(2). A satisfactory rating equates to a rating of record at the Fully Successful summary level. The most recent rating of record must agree with the decision to grant or withhold a within grade increase. Specific information on within grade increases is contained in DLA One Book Chapters for Within Grade Increases (WIGIs) and Quality Step Increases (QSIs).

H. Effective Dates for Ratings. The effective date for a performance rating will be the date it was put on record in the servicing CSO.

I. Performance Rating Grievances

1. Employees are expected to seek informal resolution of disagreements with their supervisors concerning performance ratings. A grievance may be filed only after a performance rating has been completed and communicated to the employee. If it is alleged that the summary rating has been incorrectly determined, this should be reviewed and corrected, if appropriate, by management. Only allegations of incorrect determinations of the summary ratings or ratings of individual critical elements may be grieved; the summary rating itself may not be grieved. The summary rating will be appropriately adjusted automatically depending upon the outcome of a grievance on one or more critical elements.
2. The expected norm of performance is the Fully Successful level. When an employee grieves one or more critical elements rated below Fully Successful, the burden of proof that the rating(s) given is proper rests with management.

SECTION 4. WARNING EMPLOYEES OF SERIOUS PERFORMANCE DEFICIENCIES

A. When performance is considered by management to be at or below the Minimally Acceptable level for non-probationary employees, the following course of action will be taken:

1. Minimally Acceptable performance: The supervisor will counsel the employee concerning the performance deficiencies, specifically identify areas of performance below the Fully Successful level, explain what must be done to improve, and suggest ways to make improvements. More than one such counseling session may be necessary before an employee is able to demonstrate Fully Successful performance.

2. Unacceptable performance: If performance is considered to be at the Unacceptable level in one or more critical elements after counseling and assistance, a letter of warning will be issued to the employee. The letter will state

that performance is considered to be Unacceptable, establish a period (normally a minimum of 90 days) during which the employee will be expected to attain the Fully Successful level in the deficient element(s), and generally include the following:

a. Identification of each critical element in which performance is considered to be Unacceptable, and description of those aspects of work that are deficient.
b. What performance is required to overcome the deficiencies.
c. The personnel action (reassignment, demotion, or removal) that may result if performance is not improved to above the Unacceptable level.

3. The written performance plan must form the basis for the requirements of the warning letter. During the warning period, the employee must be periodically counseled noting where improvements have been made and where they have not. A written record of each counseling session should be kept showing the date, nature of assistance and advice, and how the employee is progressing. If an annual performance rating becomes due during the warning period, the rating will be deferred until the end of the period and the employee will be so notified.

4. The letter of warning will be canceled and the employee informed if during, or at the end of the warning period, performance has improved to the Fully Successful level. If performance has improved only to the Minimally Acceptable level, the employee may be reassigned. If not reassigned, management should continue efforts to assist the employee to reach the Fully Successful level. In accordance with 5 U.S.C. § 4302(b)(6), if performance is Unacceptable in one or more critical elements at the end of the warning period, the employee must be either reassigned or demoted to a position where it is considered by management that he/she could perform all critical elements at the Fully Successful level, or must be removed from the Federal service.

SECTION 5. REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

A. An employee may be reassigned, demoted, or removed from the Federal service because of Unacceptable performance in one or more critical job elements. A decision for such action may only be based on instances of Unacceptable performance which occurred within a 12-month period ending with the date of the proposed action. However, before it is proposed to remove an employee for Unacceptable performance, consideration must be given to the advisability of a reassignment or demotion to another position where it is likely the employee could perform acceptably.
B. Demotions and removals due to Unacceptable performance are actions subject to the formal job protection procedures. When proposing to take such an action under 5 CFR 432, the following procedures will be followed:

1. Employees will be advised of their right to representation and will be given a minimum 30 calendar day advance notice.

2. A charge of "Unacceptable performance" will be used. The description of the charge must list the critical job elements and standards of performance that were not met. It must include the basic facts developed in following the warning period outlined in paragraph A above.
3. A reasonable amount of official time to prepare and present a reply to the charge must be given and the employee so informed in the notice of proposed action.
4. Any records or documents relied upon to support the charge will be made available or provided to the employee or the representative for review upon request. Information on this matter must be also provided in the notice of proposed action.
5. Any reply made by the employee must be carefully considered. If it is decided that the proposed action is warranted and supported, the employee will be given a notice of decision. The decision to take the action must be made by the approving official. The notice of decision must include information on the employee's appeal or grievance rights, as appropriate, as well as the right of Union representation.
6. The employee will be notified in writing when it is decided to cancel the proposed action.

C. A performance-based action may also be taken under 5 CFR 752 when the requirements of these regulations are followed.

D. The procedural requirements above do not apply to the separation of employees during their probationary period after competitive appointment. Requirements pertaining to probationers are contained in Part 315, 5 CFR.

SECTION 6. PERFORMANCE APPRAISAL RECORDS

A. An Employee Performance Folder (EPF) will be established and maintained for all employees. Copies of performance ratings and the performance plans on which they are based will be placed in the EPF. These records will be retained for 4 years. Documents supporting performance ratings will be retained for not less than 1 nor more than 4 years. The number of years these documents will be retained will be changed to conform to Part 293, Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes.

B. Employees will be given access to their EPF. Access will also be provided to the employee's designated representative, and other DLA officials who have a need for the records.

C. At the time the Official Personnel Folder (OPF) of an employee is sent to another non-DLA agency to which the employee is transferring, the performance ratings for the last 4 years, including the performance plan on which the most recent rating was based, will be moved from the EPF to the left side (temporary) of the OPF. When the OPF is transferred to the gaining agency, these performance records will accompany it. The number of years these documents will be retained will be changed to conform to Part 293, Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes.

ARTICLE 19
WORKERS COMPENSATION

The parties acknowledge that the Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits derived to employees under the Federal Employees Compensation Act. The DLA Injury Compensation Center (ICC) will administer the OWCP program for the Employer. The Employer will publish information about the program and its benefits, points of contact at the ICC and telephone numbers for employees needing information concerning processing of OWCP claims. The Employer will provide a toll free number for CONUS employees to contact the ICC.

A. Employees are responsible for reporting all job-related injuries, or reactivated injuries and illnesses to the appropriate supervisor. If an employee requires medical treatment for the (traumatic) injury, the Employer should complete the front of Form CA-16, Authorization for Examination and/or Treatment. Where there is no time to complete a Form CA-16, the Employer may authorize medical treatment by telephone and send the completed form to the medical facility. Unless precluded by medical emergency, employees have the right to treatment by the health care provider of their choice. When an employee is injured on the job and is unable to transport himself/herself to a medical facility, the Employer will make transportation arrangements to and from the facility, unless the employee requests otherwise. Normally, transportation from the medical facility will not be the responsibility of the Employer if the employee is admitted to the hospital.

B. The injured employee will be furnished a form CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation) (normally within forty-eight (48) hours after report of the injury) for completion. If the employee is unable to complete the Form CA-1, the Employer will promptly complete as much of the form as practicable, and forward the form through the appropriate channels.

C. When an employee has suffered illness or injury in the performance of duties, the Employer will counsel the employee in such matters as their right to file for compensation benefits. The counseling will include an explanation of Continuation of Pay (COP) benefits, when applicable; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick leave, and the right to a personal representative. The counseling mentioned above is not all-inclusive. This counseling and assistance will be available until the OWCP claim is closed or the employee is no longer employed by DLA.

D. The Employer will not prevent an employee from filing a claim and will process the claim that has been submitted. However, it is understood the Employer will document its knowledge of the circumstances surrounding the injury, which may be different from the information provided by the employee. If the Employer controverts the OWCP claim, the employee and a personal representative will be

provided a copy of all information pertaining to the claim which is retained by the Employer.

E. The Employer agrees to assist the employee in contacting appropriate OWCP authorities in an effort to expedite payment of claims. The employee and a personal representative, with consent of the employee, will be permitted to review and obtain copies of any documents retained by the Employer relating to the claim. Both the employee and the personal representative (if a DLA employee) will be allowed a reasonable amount of official time for these activities.

F. If the compensable injury is reactivated during the period ending not later than 90 days after the employee returns to duty and the Employer authorizes a medical examination in connection therewith, the absence for such examination shall be administratively excused and not charged to leave.

G. Employees receiving COP may be ordered to report for medical examinations for the purpose of enabling the Employer to determine medical limitations, which may affect placement decisions. However, the Employer must offer employees the opportunity to provide medical documentation from their own medical care provider.

ARTICLE 20
HOURS OF DUTY

SECTION 1. GENERAL

The Employer and Council 169 agree that within the parameters stipulated in Sections 2 and 3, the establishment of work schedules and the administration of this Article are matters appropriate for negotiation at the local level.

SECTION 2. STANDARD WORKWEEK

Normally, the basic workweek is 5 consecutive calendar days, unless local circumstances require a modification, during which:

A. Unless an employee is on an approved alternative work schedule, full-time employees are required to be on duty regularly 8 hours per day.
B. Part-time employees are required to be on duty regularly on officially prescribed days and hours.

SECTION 3. WORK SCHEDULES

A. Work schedules which provide for a basic workweek and for hours of duty on the same hours each day of the basic workweek shall be established.
B. Paid lunches may be negotiated locally and must be in accordance with applicable laws and regulations. The parties recognize that these are only for those circumstances where employees are required to perform substantial official duties during their lunch period.
C. Consistent with the nature of the work assignment, work schedules may provide for a reasonable amount of time to be included in the scheduled tour of duty for those tasks, which are related directly to the performance of work assignments, such as personal cleanliness and storage as well as a cleanup of Government property, tools and equipment.
D. Arrangements for scheduling breaks shall be negotiated in Local Supplements.
E. The Employer shall notify the Council 169 Local and employees at least 1 week in advance of any change in work schedules, except upon determination that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Employer agrees that when it is practicable, such notification will be 2 weeks in advance.

SECTION 4. FLEXITIME

Subject to restrictions of Article 2, installation of flexitime within the administrative workweek and basic workweek stipulations set forth in Section 2 may be negotiated in Local Supplements.

SECTION 5. ALTERNATIVE WORK SCHEDULES

Alternative Work Schedules (AWS) may be negotiated in Local Supplements.

ARTICLE 21
OVERTIME ASSIGNMENTS

SECTION 1. GENERAL

A. The Employer and Council 169 agree that within the parameters set forth in this Article the establishment of procedures and the administration of this Article are matters for negotiation in Local Supplements in accordance with Article 38.
B. Payment for overtime worked or granting compensatory time off, in lieu thereof, shall be in accordance with applicable laws and Government-wide regulations.

SECTION 2. SCHEDULING AND APPROVAL OF OVERTIME

A. Except for emergency situations, as determined by the approving official, overtime work shall be scheduled in advance of and approved in writing prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved orally and the oral approval reduced to writing prior to the submission of the Time and Attendance Report.
B. Overtime may be necessary to support mission needs. When the need for overtime arises, and in accordance with procedures negotiated at the local level, the Employer will solicit volunteers from qualified employees. In the event time is limited or an insufficient number of volunteers are available, employees may be required to work mandatory overtime if mission needs require. In the event mandatory overtime is necessary, an employee will be excused when the employee is unable to perform the overtime work for approved medical reasons and it is certified in writing. The Employer will give due consideration to an employee's request to be excused based upon an unavoidable personal hardship (e.g., the need to retrieve a child from child care, car pools, etc.).
C. To the extent possible, overtime assignments to employees within an organizational element shall be on a fair and equitable basis.
D. Overtime assignments shall not be made as a reward or punishment.

SECTION 3. CALL-BACK OVERTIME WORK

A. "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which he/she is required to return to the place of employment to perform the work.
B. Employees shall be provided advance notice, to the maximum extent possible, of the requirement to perform call-back overtime work.
C. At least 2 hours overtime pay is guaranteed for call-back overtime work.

SECTION 4. ON CALL OVERTIME

An "on-call condition" is defined as those occasional situations when an employee is notified that he/she is subject to call during a specified period of time outside his/her normal tour of duty. Overtime shall be approved only for the specified period of the "on call condition"

which qualifies as "hours of work" as defined by governing laws, regulations, and decisions of the Comptroller General.

SECTION 5. BEEPERS

This Article may be supplemented in accordance with Article 38 to address policies for carrying beepers outside of normal work hours.

ARTICLE 22
ADMINISTRATIVE LEAVE

SECTION 1. GENERAL

A. For the purpose of this Article, administrative leave is defined as an excused absence from duty without loss of pay and without charge to leave.

B. The Agency and the Council 169 agree that within the parameters set forth in Sections 2 through 6, the establishment of administrative leave procedures is a matter for negotiation at the local level.

SECTION 2. REGISTRATION AND VOTING

Excused absence may be granted to permit an employee to report to work three hours after the polls open or leave work three hours before the polls close, whichever is less time away from work.

SECTION 3. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

When practicable, all unit employees on an installation under DLA control will be subject to the same policy regarding delayed arrival, early dismissal and closure.

A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the local activity:
   1. Notification procedures shall be established in accordance with the circumstances attendant to each local situation. When those procedures provide for public media announcement and when any employee has reasonably relied on a public media announcement that his/her duty station or that all Federal offices in his/her area are closed due to weather or other conditions, he/she will not be considered AWOL or charged leave if, in fact, the duty station remains open and the employee, relying on the announcement, is unaware that it is open.
   2. Workdays in which Federal offices are closed are non-workdays for leave purposes. Regular employees are excused without charge to leave or loss of pay; this does not apply to employees in a non-pay status on the days immediately before and after the day the office is closed.
B. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon his or her duty or leave status at the time of dismissal:
   1. If the employee was on active duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.
   2. If the employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time the employee departed until the time set for dismissal.
   3. If the employee was scheduled to report for duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.

4. If the employee was absent on approved leave for the entire work-shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or LWOP, as applicable).

C. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station, or an assigned site away from the duty station, prevents an employee from getting to work on time or not at all, the employee may be granted administrative leave on a case-by-case basis, provided that the employee presents to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency.

D. When an employee is officially authorized to use his/her privately owned vehicle for the convenience of the Government and that vehicle breaks down or is otherwise inoperative, the employee shall be in a duty status in connection with emergency repairs to the vehicle if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions.

SECTION 4. VETERANS PARTICIPATING IN MILITARY FUNERAL CEREMONIES

A. Employees who are veterans may be granted administrative leave not to exceed four contiguous hours in any workday to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.

B. Supervisors may also excuse absences up to four hours for veterans, for the purpose of participating as active pallbearers or as members of firing squads or guards of honor, in funerals of active duty military not covered above or for such participation in funerals of veterans.

C. Upon request and workload permitting, annual leave/leave without pay may be approved in conjunction with the administrative leave for the remainder of the workday.

SECTION 5. BLOOD DONATION

A. Provided that it is approved in advance, employees shall be granted administrative leave not to exceed four contiguous hours in a workday for the purposes of making blood donations and recuperating from donating blood. This provision does not apply to employees making blood donations for their own use or who receive compensation for giving blood.

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

SECTION 6. EMERGENCY RESCUE OR PROTECTIVE WORK

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

ARTICLE 23
LEAVE WITHOUT PAY

SECTION 1. A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE Union Representative. The Employer shall be given as much advance notice as possible but not less than 10 workdays. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Employer. To the extent of its authority, the Employer shall place the employee upon his/her return in the position the employee left, or one of like seniority, status, grade and pay.

SECTION 2. Leave Without Pay for Employees

A. Absences can be charged to LWOP only when the employee specifically requests LWOP or has insufficient annual leave, sick leave or compensatory time available to cover an approved absence. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension. It must not be confused with absence without leave (AWOL).
B. The granting of LWOP is a matter of administrative discretion except as follows:
    1. A disabled veteran must not be denied LWOP if necessary to cover an absence for medical treatment.
    2. A Reservist or National Guardsman must not be denied LWOP if necessary to perform active military training duties.
C. Circumstances in which LWOP may be requested include (but are not limited to) the following:
    1. Educational purposes when the course of study is in line with the work performed with DLA and completion of the course would serve the best interests of DLA.
    2. Temporary service with a non-Federal or private enterprise when it will contribute to the public welfare or when experience to be gained will benefit DLA.
    3. For recovery from illness or disability not of a permanent nature.
    4. For protecting an employee's status and benefits pending final action by Office of Personnel Management on a claim for disability retirement, after all sick and annual leave has been exhausted.
    5. For protecting an employee's status and benefits pending action by Worker's Compensation on a claim resulting from a work-related illness or injury or during a period the employee is carried on the rolls while he is being compensated by Worker's Compensation.
    6. To avoid a break in service.
    7. For service with a recognized employee organization.
    8. For use in lieu of annual leave or sick leave.
    9. For Military Reservists who are required to perform weekend drills

ARTICLE 24
ANNUAL LEAVE

GENERAL PROVISIONS. Procedures for administration of annual leave are subject to Local Supplementation, consistent with the following:

A. Employees have the right to accrue annual leave.
B. The Employer will consider workload in making decisions to approve or deny annual leave requests.
C. Although the reasons an employee wants to take annual leave are normally not the concern of the Employer, there may be situations where denial of annual leave would create a personal hardship. In those instances, the employee may elect to share the reasons for requesting leave and the Employer will consider those reasons in making a decision.
D. Consistent with workload requirements, the Employer shall schedule work so as to approve leave requests such that employees may have an annual vacation leave period of at least 2 consecutive weeks.
E. Employees will be paid for accrued annual leave at the time they separate from the government.
F. Leave will be taken in 15 minute increments if less than a full hour is used.
G. When leave has been requested and approved, the Employer will not cancel approval except to meet situations of emergency or urgent operating problems. When previously approved leave must be rescheduled, the employee will be advised (in writing if requested) of the reason for the change as soon as practicable after the need for the change has been determined. Every practicable effort shall be made to accommodate the employee's revised leave request.
H. In an emergency the employee must contact his/her supervisor or the supervisor's designated representative, normally within two hours after the start of his/her shift and request annual leave. Emergency annual leave will be granted on an individual case-by-case basis. The Employer will have a person available during each shift who has the authority to grant requests for emergency leave.
I. The maximum amount of advance annual leave which may be granted is the number of hours which will be accrued by the employee before the end of the leave year, or for those employees serving under temporary appointments that amount they will earn by the scheduled expiration date of their appointments not to exceed the amount they will be able to accrue by the end of the leave year.

ARTICLE 25
SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave will be taken in 15-minute increments if less than a full hour is used. Sick leave is an employee benefit to be used when an employee:

A. Receives medical, dental, or optical examination or treatment;
B. Is incapacitated by physical or mental illness, injury, pregnancy, or childbirth;
C. Provides care for a family member as the result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment;
D. Provides care for a family member with a serious health condition;
E. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
F. Would, because of exposure to a communicable disease (as determined by health authorities), jeopardize the health of others by presence on the job;
G. Must be absent from work for adoption related activities.

SECTION 2. When possible, sick leave will be scheduled in advance of its use. When advance planning is not possible, the employee must contact his/her supervisor or the supervisor's designated representative normally within two hours after the start of his/her shift and request sick leave. When incapacitation will last five or fewer work days, the employee may advise the supervisor of the anticipated duration of the absence. Daily calls during that time are not required. Procedures for administration of this section may be negotiated at the local level.

SECTION 3. Employees may be required to produce administratively acceptable evidence to support a request for sick leave. The employee's self-certification is generally considered administratively acceptable for sick leave requests. A health care practitioner's certification is required when the employee is under leave restriction or leave abuse is suspected. Examples of potential leave misuse include:

A. Absence after paydays.
B. Sick leave before or after holidays.
C. Monday-Friday sick leave, consecutive workdays.
D. Absences during heavy workloads or undesirable duties.
E. Intermittent sick leave use of short duration with vague excuses.
F. Sick leave being used as soon as it is accrued.

In such cases, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick leave record, or if the supervisor determines that counseling/warning is inappropriate, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants.

Health care practitioner's certificates must include the employee's name, the dates of incapacitation or treatment and the signature of the health care practitioner to be acceptable. When an employee's health care practitioner is contacted by non-medical personnel of the Employer, any requested information will be restricted to determining the authenticity of the medical certificate and not the medical history of the employee.

SECTION 4. Time spent by employees in obtaining job related medical examination or treatment at the appropriate health unit shall be time in duty status.

SECTION 5. When there is reasonable expectation that an employee will return to duty in cases of serious illness or disability, an employee should be advanced sick leave up to the maximum of 240 hours provided that:

A. The employee submits a written request to the supervisor prior to the desired effective date of the advance leave unless precluded or prevented from doing so by the disability or illness. The employee's request must be supported by a health care practitioner's statement.

B. There is reasonable assurance that the employee will return to duty for a sufficient period of time to earn the sick leave that is advanced.

C. All earned sick leave to the employee's credit is used before the date the advanced leave is to begin.

SECTION 6. An employee with a low sick leave balance should specify what leave category should be charged when their sick leave balance is exhausted. If requested in advance by the employee, an absence which would otherwise be chargeable to sick leave shall be charged to annual leave provided that the employee has sufficient annual leave available.

SECTION 7. If an employee absent due to illness is charged AWOL and provides administratively acceptable evidence of the illness, the time will be changed to the appropriate approved leave category.

SECTION 8. Leave requested under the Family Medical Leave Act and the Federal Employees Family Friendly Leave Act are administered under the provisions of Article 26 - Family and Medical Leave Act (FMLA), Federal Employees Family Friendly Leave Act of 1994 (FEFFLA), and Bone Marrow/Organ Donation Leave.

ARTICLE 26

FAMILY AND MEDICAL LEAVE ACT (FMLA), FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE ACT OF 1994 (FEFFLA), AND BONE MARROW/ORGAN DONATION LEAVE

SECTION 1. FMLA ENTITLEMENT

Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- the birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.

Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. The amount of sick leave that may be used to care for a family member is limited. FMLA leave is in addition to other paid time off available to an employee.

SECTION 2. FMLA JOB BENEFITS AND PROTECTION

- Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment."
- An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

SECTION 3. FMLA ADVANCE NOTICE AND MEDICAL CERTIFICATION

- An employee must provide written notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable.
- Within three work days, the Employer will approve or disapprove FMLA leave requests or ask for additional medical certification. If disapproved, the rationale for the decision will be provided. Decisions and requests for medical certification will be in writing.
- The Employer may request medical certification in accordance with 5 CFR 630.1207 (Medical Certification) for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee. The Employer will safeguard the privacy of such data. In general, medical information must be sufficient to show that the employee or family member is seriously ill, the date the illness began and the expected duration of

the illness, the need for care by the employee in cases of family care, and whether the employee or family member is incapacitated. In addition, the request for leave must include a statement that the employee will be providing care to the family member.

SECTION 4. FEFFLA SICK LEAVE TO CARE FOR A FAMILY MEMBER

Most employees may use a total of up to 104 hours (13 workdays) of sick leave each leave year to:

- provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
- provide care for a family member as a result of medical, dental, or optical examination or treatment; or
- make arrangements necessitated by the death of a family member or attend the funeral of a family member.

A covered full-time employee may use 40 hours (5 workdays) of sick leave each leave year for these purposes. An additional 64 hours (8 workdays) of sick leave may be used each year if the employee maintains a balance of at least 80 hours of sick leave in his or her account. Part-time employees and employees with uncommon tours of duty are also covered, and the amount of sick leave permitted for family care and bereavement is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.

"Family member" is defined as:

- spouse, and parents thereof;
- children, including adopted children, and spouses thereof;
- parents;
- brothers and sisters, and spouses thereof; and
- any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 5. FEFFLA SICK LEAVE FOR ADOPTION

Employees are permitted to use sick leave for purposes related to the adoption of a child. Employees may use sick leave for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

SECTION 6. LEAVE TO SERVE AS A BONE-MARROW OR ORGAN DONOR

Employees are entitled to up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. Employees are also entitled to up to 30 days of leave to serve as an organ donor. Leave for bone marrow and organ donation is not sick or annual leave. It is a new category of leave that is in addition to annual and sick leave.

ARTICLE 27
COURT LEAVE

SECTION 1. AUTHORIZED LEAVE

In accordance with applicable regulations, an employee will be authorized absence from work status without charge to leave or loss of pay, to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State or Local Government.

SECTION 2.

A. If an employee is summoned for jury service/jury qualification or subpoenaed as a witness as described above, s/he shall be paid at his/her established rate of pay. A night shift employee who performs such service during the day shall be granted court leave for his/her regularly scheduled tour of duty (54 Comp. Gen. 147, August 27, 1974). If an employee is on approved leave/credit hours when called for jury/witness service, court leave shall be substituted.
B. When an employee is summoned for jury/witness service, s/he shall notify his/her supervisor as soon as possible. When an employee is excused or released from jury/witness service, s/he may be expected to return to duty provided there are at least two hours remaining in his/her scheduled work period, excluding travel time; i.e., after the employee would arrive at the work site, and provided the return to work imposes no hardship on the employee. In determining whether the employee should return to work, the supervisor shall consider such factors as the type of transportation available, the distance involved, travel time, and any other pertinent factor. If it is reasonably determined that the employee should return to work, the employee may request and be granted annual leave/credit hours rather than return to work. Such annual leave/credit hours will be approved in the absence of significant workload considerations.
C. Upon return to duty, the employee should present to the Employer written evidence of time served as soon as possible, but within the current pay period if possible.

ARTICLE 28
OFFICIAL TRAVEL

SECTION 1. GENERAL

A. This Article is applicable to all official travel performed by the bargaining unit represented by the Union.
B. The Employer and Council 169 agree:
   1. That within the parameters set forth herein, the establishment of procedures for administration of Sections 2 through 5 of this Article are matters for negotiation in Local Supplements as specified in the Supplementation Article.
   2. An employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays, or luxury accommodations, which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.
C. Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees who are required to travel), as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Civilian Personnel Joint Travel Regulations (JTR).

SECTION 2. TRAVEL ORDERS

A. Except for emergency situations, as determined by the approving official, temporary duty (TDY) travel orders shall be issued in sufficient time prior to the departure on TDY so as to permit the employee to make orderly arrangements for obtaining transportation requests and authorized advance for travel expenses.
B. The TDY travel orders may authorize an advance of funds to the employee for travel and transportation expenses not to exceed the maximum amount authorized by the JTR, provided that such amount is not less than $50.
C. Local travel authorizations which approve the use of a privately owned vehicle (POV) by the employee as being more advantageous to the Government or for the convenience of the Government, shall be issued in advance.

SECTION 3. SCHEDULING TDY TRAVEL

To the maximum extent possible, travel shall be scheduled so that the employee shall perform travel during his/her regularly scheduled work hours. Should this not be possible and the resultant travel meets the criteria of 5 U.S.C. § 5542 (overtime rates; computation) or the Fair Labor Standards Act (as appropriate) the employee shall be paid overtime. Employees will be paid overtime in accordance with applicable laws and regulations. When the payment of overtime is precluded by governing laws and/or Government-wide regulations, the approving official who orders such travel shall record the reasons therefore and upon request of the employees shall furnish a copy of the statement to the employee.

SECTION 4. TEMPORARY DUTY ASSIGNMENTS. When the TDY assignment requires the employee to be away from his/her permanent duty station for more than 30 days and the assignment does not require the employee to remain at the place of TDY on non-workdays:

A. The approving official may direct, in the TDY orders, that the employee return to his/her permanent duty station for the non-workdays provided that the cost to the Government for round trip transportation and per diem or actual expense allowance is less than the per diem or actual expense allowance that would have been payable had the employee remained at the place of TDY and the employee's availability for duty on the scheduled TDY workdays is not affected adversely.
B. The employee may voluntarily return to his/her permanent duty station provided that his/her availability for duty on the scheduled TDY workdays is not affected adversely. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the per diem or actual expense allowance to which the employee would have been entitled had he/she remained at the place of TDY.

SECTION 5. MODES OF TRANSPORTATION

A. The approving official shall determine the mode of transportation which is most advantageous to the Government. In selecting the particular method of transportation to be used, the approving official shall consider the nature and duties of the employee requiring travel, the total cost to the Government, the total distance of travel, the number of points to be visited, and energy conservation.
B. If an approving official determines that an automobile is required for travel, a Government-owned or leased automobile shall be used whenever it is reasonably available. The use of POV may be authorized only if it is more advantageous to the Government or for the convenience of the Government.
C. When an employee elects to travel by a method of transportation other than that officially approved, reimbursement to the employee shall be limited to the cost on a constructive basis that would have been incurred by the Government for the officially approved mode of transportation or the actual cost incurred by the employee, whichever is the lesser.

SECTION 6. TRAVEL VOUCHERS. Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate office for processing. The employee shall be permitted to resolve any matters concerning financial reimbursement during his/her regularly scheduled work hours without loss of pay or charge to leave. The Employer will advise the employee of the appropriate office or point of contact who will provide advice on the processing of the travel voucher and financial entitlements.

SECTION 7. GOVERNMENT TRAVEL CREDIT CARD (GTCC)

A. The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirement that official travel will be charged on the GTCC and that

the Employer must have certain procedures in place regarding travel. The GTCC is an Employer tool to be used in carrying out official travel. It is a Government-issued card for official business only and is not a personal credit card of the employee. Infrequent travelers (those who are not required to travel more than twice per year) are exempt from using the GTCC. The Employer will publish information on its web page that explains the purpose of the travel card, its proper uses and answers common questions about using the card. It will also publish information for those who are exempt from using the GTCC. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.

B. Any bargaining unit employee who has been issued a GTCC and is identified as an infrequent traveler will be notified two weeks in advance before their travel card is deactivated provided the card issuer gives DLA more than two weeks notice. In the event DLA does not receive two weeks notice, the Employer will notify the employee within two workdays of receiving notice. The preferred notification method will be by e-mail unless the cardholder does not have e-mail access. In cases where the bargaining unit member does not have e-mail access, the cardholder will be notified in writing that his/her card will be deactivated and the date of deactivation. Notification will include information on options available to infrequent travelers. Such information will also be posted to the DLA Travel web page and available in hard copy upon request.

C. Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging, transportation and rental car expenses. Any amount of reimbursement due in excess of that paid to the card issuer will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the card issuer under the split disbursement process, including any charges made by persons the employee allows to use the card.

D. Employees who file timely travel claims upon completion of travel (defined by the Financial Management Regulation Vol. 9, Chapter 8, Section 080501 to be within 5 working days of return to the Permanent Duty Station) but fail to receive the allowable reimbursement in a timely manner by the Employer (after 30 days of receipt of the travel claim) AND who incur late fees in such cases from the card issuer will be authorized to submit a supplemental travel voucher to servicing travel pay office for the reimbursement of the late fees assessed. Employees will also be entitled to the appropriate amount of interest authorized by the Prompt Payment Act. This reimbursement provision also applies when an employee cannot file a timely claim due to actions of the Employer (e.g., delays in processing vouchers or issuing travel orders.)

E. In the event an employee's account becomes 55 days delinquent, the Employer will contact the employee upon receipt of the 55 day notice. Employees will be contacted by the Activity Program Coordinator (APC) via email (when available) and

advised that the employee should contact the APC as soon as possible to discuss an urgent matter related to their travel card. When email is not available, the Employer will advise the employee, via telephone or in writing, of the delinquency. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.

F. Prior to an employee becoming subject to salary offset, the employee will be notified, in writing, of his/her due process rights under the Debt Collection Act of 1982. The Employer will provide such employees with the procedures used for salary offset and will respond to questions from the employee regarding the process. In the event of an erroneous salary offset, the Employer will provide assistance to the employee to resolve the matter, including speaking with and writing to the servicing travel pay office on the employee's behalf. For purposes of this paragraph, e-mail is a suitable means of communicating in writing. The employee will be provided a copy of the written communication.

G. Should the Employer decide to lower the amount of credit available to a travel cardholder, the cardholder will be informed of the change 30 days in advance. Cardholders needing additional amounts of credit for valid government travel will be advised to contact the APC or designee for assistance in obtaining the increased amount of credit.

H. Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, or regulation.

I. Employees may have a Union representative during conversations and meetings regarding disputes involving the GTCC. These meetings may be in person or by teleconference.

J. Unresolved disputes may be addressed using the Negotiated Grievance Procedure.

K. Should either party identify any procedural problem with the implementation of the Salary Offset process, the parties agree to meet, discuss and, with the mutual agreement of both parties, negotiate the problem issue.

SECTION 8. Travel Orders for Union Representatives. Union representatives who are employees may travel for official representational and training functions in situations where this MLA does not authorize payment of travel expenses. When official time or annual leave is authorized for such functions, the employees will be issued no cost travel orders. Payment of expenses for such orders is the responsibility of the Union or the individual. Requests for travel orders under this Section will be initiated by the Local President or designee or Council 169 officer by contacting the servicing Human Resources Office.

ARTICLE 29
REASSIGNMENTS, DETAILS AND LOANS

SECTION 1. DEFINITIONS

A. A "reassignment" is defined as any change of an employee from one position to another without demotion or promotion within the Agency.
B. A "detail" is the temporary assignment of an employee without change of Civil Service status or pay to a different position, other than his/her official position, for a specified period of time, with the employee returning to his/her regular duties at the end of the detail.
C. A "loan" is the short-term assignment (10 workdays or less) of an employee to another supervisor or organization to meet temporary or limited work situations where the position has the same grade, series and basic duties as his/her regularly assigned position. Loans are typically used in distribution depots. Assignments for more than 10 workdays will be considered to be details.
D. A "Reassignment Not to Exceed NTE" is defined as a temporary reassignment that will expire on the "NTE" date.

SECTION 2. REASSIGNMENTS

A. The Employer has the right to select employees for reassignment. Local Supplements will address procedures to be followed to effect such selections.
B. Normally, an employee will be advised, in writing, at least 15 calendar days prior to an Employer directed reassignment. The Employer will concurrently notify the Union when an employee is involuntarily reassigned outside the bargaining unit.
C. The Employer shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of his/her position to duties, which the employee is qualified and capable of performing. Placements of this nature will be temporary, generally not exceeding 90 days. After this period, action shall be taken to review or reassess the employee's condition. Dependent on the employee's condition and qualifications, the Employer may return the employee to his/her official position of record, extend the temporary assignment, assign the employee to a position at the same or lower grade, or counsel the employee on disability retirement if the employee is eligible. The Employer may initiate separation if reassignment or change to lower grade is not possible because of disabilities and absence of vacancies for which the employee meets qualification requirements. If such an employee submits a request for Disability Retirement, the Employer will consider the option of carrying the employee in a sick, annual, or leave without pay status, as appropriate.
D. The Employer will ensure that the needs of physically disabled employees are considered in reassignment actions.
E. The Employer will consider a request for reassignment, or not to be reassigned, based upon an employee's personal hardship. These reasons will be discussed with the employee before the supervisor makes a final decision. Procedures for review of hardship requests will be negotiated in Local Supplements.
F. When management determines it will fill a vacancy(s) by voluntary reassignment, employees shall be notified by electronic and/or paper postings. The notifications

will be posted for 10 workdays in order to permit interested employees to respond. All qualified employees who properly advise the Employer of their interest in the posted reassignment will be considered.

G. If a known likely RIF situation exists, employees will not be reassigned to positions that the Employer knows will adversely or positively affect their RIF placement rights.

SECTION 3. DETAILS

A. Procedures for effecting details will be negotiated in Local Supplements.
B. In addition to helping meet mission needs, details are a way of broadening experience and demonstrating ability to perform at a higher level. Employees with disabilities who are serving under excepted appointments may be considered for details.
C. An official record shall be made by the Employer of any detail over 30 days. For any detail over 30 days, the Employer shall file a copy of the SF 52 or SF 50, including a written statement of duties and responsibilities, as a permanent part of the employee's Official Personnel Folder (OPF). A copy of the SF 52 or SF 50 will be made available electronically and/or by paper means to the employee.
D. Upon request, an employee may have a detail of less than 30 days made a matter of record in his/her OPF.
E. Details will be used judiciously and will be terminated as soon as the Employer determines the need for the detail no longer exists.
F. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he/she shall be temporarily promoted and paid at the higher rate.
G. The Employer will not repeatedly detail an employee for thirty (30) calendar days or less solely to avoid temporarily promoting employees performing higher graded duties.
H. Employees will be given as much advance notice as practicable when a detail which is expected to last from one (1) day to one (1) workweek. Employees will normally be given at least seven calendar days advance written notice of a detail which is expected to last from one work week up to thirty (30) calendar days.

SECTION 4. LOANS

Procedures for effecting loans will be negotiated in Local Supplements.

SECTION 5. REASSIGNMENTS (NTE)

Procedures for effecting reassignments (NTE) will be negotiated in Local Supplements.

ARTICLE 30
REORGANIZATION

SECTION 1. DEFINITION OF REORGANIZATION

A reorganization is defined as the planned elimination, addition or redistribution of significant functions or duties in an organization and/or organizational unit.

SECTION 2. PROCEDURES

When a reorganization is the cause of a personnel action involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, reduction-in-force procedures must be followed. When the Employer uses reduction-in-force procedures it must follow them in all respects. Some situations which may require the use of reduction-in-force procedures are:

A. When a reclassification of an employee's position due to erosion of duties will take effect within 180 days after the activity has formally announced a reduction-in-force in the employee's competitive area; and
B. When there is an assignment to an occupied position in a different competitive level which involves bumping or retreating.

SECTION 3. NOTIFICATION OF REORGANIZATION

The Employer shall provide the appropriate Council 169 Local with not less than 30 calendar days notice prior to effecting reassignment actions resulting from the reorganization in order to afford the Council 169 Local an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. Notification will include the final organization structure ("wiring diagram") and the numbers, job titles and grades of positions involved. If a reorganization requires the application of adverse action, reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

SECTION 4. STABILITY OF POSITIONS PRIOR TO EFFECTING A REORGANIZATION.

Because employees who are detailed or loaned are still assigned to their positions of record, such assignments have no effect on retention standing or placement rights and may be processed at any time during a reorganization. However, if the Employer determines that it will reassign employee[s] out of an organization that will be directly affected by an announced reorganization, the Employer agrees to notify the appropriate Union local prior to effecting the reassignment. In the event a reorganization leads to use of RIF procedures, placement actions will be based upon an employee's position and organization of record.

SECTION 5. SUCCESSOR POSITIONS

When a position in an organization is abolished as a result of a reorganization and an identical position is to be established at the same grade within 30 days in a new organization within the

activity, the incumbent of the old position will be accorded priority consideration for assignment to the newly established position, unless this would conflict with the assignment rights of another employee. The foregoing is subject to management's discretion to decide to fill the newly established position and to the incumbent of the old position being qualified for the newly established position.

SECTION 6. SHIFT REALIGNMENT. This section may be supplemented at the local level to determine procedures for shift realignments following reorganizations.

ARTICLE 31
REDUCTION-IN-FORCE

SECTION 1. DEFINITION

This Article shall be interpreted to conform with 5 CFR 351. A "reduction-in-force" occurs when the Employer releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Agency has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force will take effect within 180 days, or when the need to make a place for a person exercising reemployment rights requires the Employer to release the employee. Reduction-in-force procedures do not apply to the return of an employee to his/her regular position following a temporary promotion or to the release of a reemployed annuitant. Reductions-in-force do not include the reclassification of a position resulting in a downgrade other than as provided in 5 CFR 351.

SECTION 2. STATEMENT OF PRINCIPLES

A. The Employer and Council 169 share a mutual interest in assisting employees who are adversely affected by RIF.
B. The parties agree that placement efforts are a priority and are most effective when employees are actively involved in those efforts.
C. The Employer will support employee job search efforts and will approve employee use of annual leave for this purpose unless work requirements do not permit the employee's release.
D. To the extent practicable, the Employer will provide job education and re-training programs such as resume counseling, lectures, professional conferences, and workshops, etc., during duty hours. The Employer will give consideration to reasonable amounts of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by RIF. The amounts of such time and the procedures for using it are appropriately negotiated at the local level between the organization conducting the RIF and the AFGE local(s) representing the employees.
E. When the Employer becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means such as reassignment, attrition, use of vacant positions for placement, filling positions at the full performance level, waiver or modification of qualification requirements, and positive placement efforts.
F. The Employer will contact and aid the appropriate state employment service concerning all affected employees for job placement and re-training services.

SECTION 3. NOTIFICATION

The parties share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the administrative needs of the Employer.

A. Prior to announcing a RIF to employees, the Employer will notify the President of the appropriate Council 169 Local(s) of any reduction-in-force in order to negotiate appropriate arrangements for implementation of the specific reduction-in-force. The notice will be in writing and, when practicable, provided at least 90 calendar days prior to the effective date of the RIF. The notice will include the reason for the RIF, the types and estimated number of positions to be abolished, and the proposed effective date.
B. Affected employees will be notified not less than 60 calendar days prior to the effective date. To the extent practicable, RIF notices will be delivered in person.

SECTION 4. DOCUMENTATION

Following notification of a reduction-in-force, the Employer shall furnish to the Council 169 Local(s), upon request, any relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act or other statutory limitations. The request for information must meet the requirements of 5 U.S.C. Section 7114(b)(4) and must demonstrate a particularized need for the information.

SECTION 5. EFFECTIVE DATE

The Employer shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his/her competitive level. An extra copy of this notice will be given to the employee should s/he desire to have Union representation. The Council 169 Local(s) will be notified when the Employer retains an employee under a mandatory or permissive temporary exception.

SECTION 6. OFFERS OF PLACEMENT

A. The Employer shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with 5 CFR 351. An offer, if made, shall be to a position with either no reduction in grade or pay, or with the least reduction possible in consideration of positions available, employee qualifications, and the retention standing of other competing employees.
B. This section is subject to Local Supplementation to allow the Union to be present during the RIF assignment process, in order to better represent affected employees and offer their insights to those making the assignments. The Employer may require the Union observer(s) to step out of the room if necessary to preserve its deliberative process.

SECTION 7. RESPONSE TO OFFER

Employees shall respond to an offer of employment in another position in writing within 10 calendar days after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer.

SECTION 8. COMPETITIVE LEVELS AND RETENTION REGISTERS

The Employer shall establish competitive levels and retention registers in accordance with applicable laws and regulations. The Council 169 Local(s) will be provided a copy of the appropriate retention registers (including name, pay plan, series, grade, title, subgroup and adjusted RIF service computation date) at the time the RIF notices are issued. The Council 169 Local(s) will also receive any updates to the retention registers. Such information will be safeguarded and used only for representational purposes. The affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. All lists, records, and information pertaining to a reduction-in-force shall be maintained by the appropriate Customer Support Office for at least 1 year following the effective date of the RIF.

SECTION 9. SEPARATION

The Employer will make reasonable efforts to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found may be counseled on the benefits to which they may be entitled, including information concerning discontinued service retirement, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained. This section may be supplemented at the local level to define the term "commuting area."

SECTION 10. WAIVER OF QUALIFICATIONS

In accordance with applicable regulations, when the Employer is unable to offer an assignment, the Employer may waive qualifications of employees who will be separated due to reduction-in-force for vacant positions which do not contain selective placement factors, provided the Employer determines the employee is able to perform the work of the position without undue interruption and the employee meets any OPM-established minimum education requirements. "Undue interruption" means a degree of interruption that would prevent the completion of required work by the employee 90 days after the employee has been placed in the position. At the time RIF notices are issued, the Employer will notify the Council 169 Local(s) of decisions to waive qualifications.

SECTION 11. INFORMATION TO EMPLOYEES

The Employer shall provide information needed by employees to understand fully the reduction-in-force and how and why they are affected. The Employer shall provide equitable treatment for all employees and make every reasonable effort to retain status employees during a reduction-in-force.

SECTION 12. RETIREMENT

Prior to and during the reduction-in-force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Employer will freely advise the employee of any prospective retirement rights.

SECTION 13. COMPETITIVE AREA

The competitive areas will be established in accordance with applicable laws, rules, and regulations. Descriptions of competitive areas must be readily available and generally must be established 90 days before the effective date of a RIF.

SECTION 14. DISPLACEMENT

The Employer will not fill a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place until it has considered all reasonable alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the reduction-in-force. In considering these alternatives, the Employer will review the possibility and feasibility of redesigning a vacant position.

SECTION 15. RELOCATION

In connection with a RIF and where applicable, the Employer agrees to grant official time and pay relocation expenses as provided by appropriate regulations.

ARTICLE 32
TRANSFER OF FUNCTION

SECTION 1. DEFINITION

A "transfer of function" is defined as the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

SECTION 2. PROCEDURES

In transfers of function within DLA:

A. The Employer will provide notification to the appropriate Council 169 Local(s) not less than 60 calendar days prior to the effective date of any approved transfer of function. Council 169 may waive this notification period.

B. Transfers of function within commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.

C. Where employees are being relocated to a different commuting area, the losing Employer will:

1. Provide the appropriate Council 169 Local(s) with the maximum notice possible but not less than 60 calendar days notice prior to the effective date of any approved transfer of function in order to negotiate the impact and procedures for the implementation of the transfer of function.

2. Assist and counsel the affected employee(s) in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.

3. Counsel the employee(s) on individual rights relating to retirement and severance pay and placement potential.

4. Give any employee(s) affected by a transfer of function outside the commuting area, causing physical move, not less than 60 calendar days notice in writing of the transfer of function which provides for at least 30 calendar days for the employee to respond as to whether he/she is willing to accompany the function.

5. The Employer will provide affected employees with 30 calendar days to respond to a specific job offer.

6. When the Employer becomes aware that a transfer of function may result in employees being separated, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means such as reassignment, attrition, use of vacant positions for placement, filling positions at the full

performance level, waiver or modification of qualification requirements, and positive placement efforts. The Employer will contact and aid the appropriate state employment service concerning all affected employees for job placement and re-training services.

SECTION 3. DOCUMENTATION

Following notification of a transfer of function, the Employer shall furnish the Council 169 Local, upon request, any relevant and available documentation or information concerning the transfer of function, subject to any Privacy Act limitations.

ARTICLE 33
CONTRACTING OUT AND OUTSOURCING

SECTION 1. GENERAL

For purposes of this Article, the term "Contracting Out" refers to decisions made by the Employer subject to the A-76 process. The term "Outsource" as defined here applies when the Employer decides to use contractor support to supplement its current workforce in addressing fluctuations in mission workload. It is understood that the Employer retains the right to contract out work in accordance with 5 U.S.C. 7106(a)(2)(b). Contracting out is not subject to the negotiated grievance procedure.

SECTION 2. NOTIFICATION OF CONTRACTING OUT

A. The Employer will notify Council 169 Local officials at the time a study is initiated to contract out work which is presently being performed by members of the bargaining unit. When it is known that more than one field activity will be involved in that work, the Employer will notify the Council 169 Executive Board.
B. The Employer will provide to the Council 169 Local such information concerning the contracting out study as requested by the Local so long as the information is not restricted by law, rule, regulation or other directives and instructions.
C. Should the Employer establish a Most Efficient Organization (MEO) or Performance Work Statement (PWS) team to implement the A-76 study, the Council 169 Local may nominate an observer to offer their insight into the process. If the meetings involve management deliberations, the Union observer may be required to step out of the room to preserve the deliberative process. The parties agree to safeguard information, including proprietary information, consistent with applicable regulations.

SECTION 3. NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT

A. Upon award of a contract or implementation of a MEO that will adversely affect members of the bargaining unit, the Employer will notify the affected DLA Council Local(s) and Council 169 Executive Board. The Council 169 Local may, within 15 calendar days, request negotiation with the Employer in accordance with 5 U.S.C. 7106(b) (2) and (3) of the Civil Service Reform Act. Should Reduction in Force procedures be required, the Employer will follow the provisions negotiated in Article 31 to attempt to minimize the adverse effects on bargaining unit employees.
B. The Employer and Council 169 recognize the "right of first refusal" required by Federal Acquisition Regulation (FAR) 7.305(c).

SECTION 4. NOTIFICATION OF OUTSOURCING

The Employer will notify the Council 169 Local when it has decided to outsource. The Employer recognizes its duty to satisfy its bargaining obligations should conditions of

employment for bargaining unit employees be affected by its decision to outsource. Upon request, the Employer will discuss the outsourcing decision with the Council 169 Local and provide information, if available, and release of the information is not restricted by law, rule or regulation. When it is known that more than one field activity will be involved in the work to be outsourced, the Employer will notify the Council 169 Executive Board.

ARTICLE 34
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. GENERAL

A. A "disciplinary action" is defined as a written reprimand or a suspension for 14 calendar days or less. Also included are oral admonishments although these are considered to be informal disciplinary actions.
B. An "adverse action" is defined as a removal, a suspension for more than 14 calendar days, or a reduction in grade and/or pay taken for cause.
C. For purposes of this Article, the term "adverse action" does not apply to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 7511(a)(1)(A), a suspension or removal taken in the interest of national security, an action taken under reduction-in-force procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction in grade or removal of employees based on unacceptable performance pursuant to 5 U.S.C. 4303.
D. Disciplinary or adverse actions will be taken only for just and sufficient cause and in accordance with applicable laws and regulations.
E. Contingent upon the circumstances of the individual case and the need to investigate and collect information, disciplinary and adverse actions will be initiated in a reasonable period of time (generally 15 work days) after the supervisor becomes aware of the incident which is the basis for the action. At such time as the Supervisor believes it is likely he/she will propose or effect a formal disciplinary action, the Supervisor will advise the employee that the action is being considered and the general basis of the action.
F. At any meeting initiated by the Agency between an employee and an Agency official which the employee reasonably believes may result in an adverse or disciplinary action, a DLA Council Local representative shall be given the opportunity to be present upon the employee's request in accordance with Article 4 of this Master Agreement and supplements. Local Supplements to Article 4 may include additional notice requirements. If representation is requested, the meeting will not be delayed after four hours unless mutually agreed. The Employer reserves the right to cancel the investigatory interview once the employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources. The inquiry shall be conducted in such a manner as to avoid personal embarrassment to the affected employee.

SECTION 2. PROCEDURES FOR ORAL ADMONISHMENTS

Being the least disciplinary measure, oral admonishments will normally be a matter between the employee and his/her supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary corrective action with the employee. The incident and necessary correction will be documented by the supervisor; the employee will be so advised and, upon request,

provided a copy of the dated documentation. Information concerning oral admonishments will not be retained more than 12 months.

SECTION 3. PROCEDURES FOR REPRIMANDS AND SUSPENSIONS OF 14 CALENDAR DAYS OR LESS

A. When the Agency proposes to reprimand or suspend an employee for 14 calendar days or less, the following procedures will apply:
    1. The Agency will give the employee at least 7 calendar days written notice of the proposed action.
    2. Notices will state the nature and specific reason(s) for the proposed action.
    3. The Agency will give the employee at least 7 calendar days to respond orally and/or in writing and to furnish materials to support the reply.
    4. Notices will inform the employee of his/her right to consult with a member of the servicing Customer Support Office staff regarding procedural adequacy of the proposed action and of the employee's right to reply.
    5. Notices will inform the employee of his/her right to representation.
    6. Notices will inform the employee that any request for extension of time to reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.
    7. The Employer will provide the employee copies of documentation used to support the action. Any material/evidence that is not disclosed to the employee may not be used in support of an action against the employee.
B. After the time for the employee's reply has elapsed, the Agency will issue a written final decision to the employee. The decision notice will:
    1. Indicate whether the proposed action will be effected, modified, withdrawn, or held in abeyance. In no case will the action taken be more severe than that proposed in the advance notice.
    2. State the findings with respect to each reason(s) stated in the notice of proposed action.
    3. Inform the employee of his/her grievance rights in accordance with Section 6 of this Article.
C. A Letter of reprimand will be placed in the employee's Official Personnel Folder for not more than 12 months unless the employee receives another disciplinary or adverse action for a similar or related offense within the 12 month period. If this occurs it will serve to extend the retention of the former reprimand(s) for another 12 months. In no case, however, will a reprimand remain in an employee's Official Personnel Folder for more than 24 months.

SECTION 4. PROCEDURES FOR REMOVAL, SUSPENSION FOR MORE THAN 14 CALENDAR DAYS, AND REDUCTION IN GRADE AND OR PAY

A. All of the procedural requirements in Section 3 A and B apply except that the advance period will be not less than 30 calendar days, and the employee will be given at least 20 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or other supportive documents.

B. The 30 calendar day advance written notice period is not required for a removal or an indefinite suspension when there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In such cases, the advance notice period will be not less than 10 calendar days and the reply period will be not less than 7 calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed 10 calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. 7513(b).

SECTION 5. LETTERS OF WARNING AND INSTRUCTION

A. A letter of warning and instruction is not a disciplinary action, but may be used to clarify a procedure, issue specific instruction, or impose certain requirements in an attempt to correct a deficiency in performance or conduct before a disciplinary action becomes necessary.
B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder and the employee will be so notified. Information concerning the letter of warning shall not be retained more than 12 months. At anytime after the issuance of the letter, the employee's conduct and/or performance will be reviewed to determine whether there has been sufficient improvement to warrant destruction of the letter.

SECTION 6. GRIEVANCE/APPEAL RIGHTS

A. An employee who is dissatisfied with the Agency's decision to effect an adverse action may elect to either appeal the decision in accordance with 5 U.S.C. 7701 or 7702 as applicable, or grieve the decision in accordance with the negotiated grievance procedure (Article 36) but not both.
B. An employee who is dissatisfied with the Agency's decision to effect a disciplinary action may elect to grieve the decision in accordance with the negotiated grievance procedure (Article 36).

SECTION 7. LOCAL SUPPLEMENTATION FOR ALTERNATIVE FORMS OF DISCIPLINE

This Article may be supplemented in accordance with Article 38 to add provisions for alternative forms of discipline for attendance related offenses. Such programs may be used in lieu of traditional disciplinary actions.

SECTION 8. ACTIONS BASED UPON SECURITY CLEARANCE INVESTIGATIONS

Security clearance investigations are conducted to determine eligibility for security clearances and not as a form of reprisal. Employees affected by security clearance decisions will be provided a written description of their due process rights.

ARTICLE 35
DRUG TESTING PROGRAM

SECTION 1. GENERAL

This Article provides for application of the Employer's drug testing program as it relates to bargaining unit employees. The parties agree that illegal use or possession of drugs by employees, on or off duty, is inconsistent with accomplishing the Employer's mission. Accordingly, the Employer, pursuant to Executive Order 12564, has established a Drug Free Workplace Program (DFWP) in furtherance of its national defense mission.

A. If an employee believes his or her position has been wrongly designated as a testing designated position, the employee may grieve the designation under the negotiated grievance procedure. Such grievances are limited to the determination as to whether the Employer followed the criteria established in its policy, not the content of the policy itself.
B. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment and may not use illegal drug abuse or addiction as an excuse for misconduct or less than fully satisfactory work performance. Employees are required to comply with the Employer's DFWP and refusal to do so will subject the employee to disciplinary action.
C. The employee's cooperation of availing him or herself of assistance will be considered by the Employer when proposing or effecting disciplinary or adverse action, related to conduct or performance of the employee.

SECTION 2. TESTING PROGRAM

The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The parties share an interest in ensuring that only those employees who occupy properly identified Testing Designated Positions (TDPs) be subject to random testing and that only those employees selected for properly identified TDPs be subject to pre-employment drug testing.

A. Testing Designated Position (TDP) means a position that has been designated by the Director, DLA, as subject to random drug testing.
    1. An employee occupying a TDP will receive written notice that his or her position has been determined to meet the criteria and justification for random drug testing at least 30 days before the individual is subject to unannounced random testing. The notice will include the reason for inclusion, the appeal procedure for requesting review of the designation and the name of a point of contact for questions regarding the decision. In addition, the notice will include a statement that the employee is entitled to Union representation if they choose to appeal their designation.
    2. Bargaining unit employees selected for random testing will be selected on the basis of neutral criteria.
    3. An employee may appeal the testing designation of his/her position within 30 days following receipt of the written notice, and within 30 days

of any material change in the duties of the position. If new information becomes available, an employee may appeal the TDP designation within 30 days of becoming aware of the new information.

B. Types of drug testing are:

1. *Random Testing* of bargaining unit employees in TDPs and other bargaining unit personnel who volunteer for such tests.
2. *Reasonable Suspicion Testing*. Although such testing does not require certainty, mere hunches are not sufficient to meet this standard. Further information regarding the levels of approval required for reasonable suspicion testing are included in the Employer's Drug Free Workplace policy. Reasonable suspicion testing may be based upon, among other things,
    a) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
    b) A pattern of abnormal conduct or erratic behavior;
    c) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
    d) Information provided by reliable and credible sources or independently corroborated, or;
    e) Newly discovered evidence that the employee has tampered with a previous drug test.
3. *Applicant Testing* for appointments made by the Employer (including reassignments, transfer, or detail for more than 120 days) to positions with TDP designation. Applicant testing is not required for employees who currently occupy a TDP within the Agency and have satisfied the requirements for entry into their current TDP.
4. *Follow-up Testing* is required as part of the rehabilitation or counseling program under the EAP.
5. *Accident Testing*. Such testing is mandatory when an employee is involved in a Class A, B, or C mishap. Testing may be required as a result of a Class D mishap based upon the circumstances of the accident or unsafe act. If the Employer suspects that illegal drug use was responsible for a Class E mishap, it will follow the procedures to initiate Reasonable Suspicion Testing. Mishap categories are periodically updated by DoD to adjust dollar values. At the time of this MLA, DoD Instruction 6055.7 defines mishaps as follows:
    a) Class A Mishap. The resulting total cost of reportable damage is $1,000,000 or more; a DoD aircraft, missile, or spacecraft is destroyed; or an injury and/or occupational illness results in a fatality or permanent total disability.
    b) Class B Mishap. The resulting total cost of reportable property damage is $200,000 or more, but less than $1,000,000; an injury and/or occupational illness results in permanent partial disability; or when five or more personnel are inpatient hospitalized.

c) Class C Mishap. The resulting total cost of property damage is $10,000 or more, but less than $200,000; a nonfatal injury that causes any loss of time from work beyond the day or shift on which it occurred; or a nonfatal illness or disability that causes loss of time from work or disability at any time (lost time case). Reporting this class of mishap is optional.

d) Class D Mishap. The resulting total cost of property damage is less than $10,000, or a nonfatal injury that does not meet the criteria of a Class C mishap (no lost time case).

e) Class E Mishap. A mishap involving a First Aid injury/illness.

C. All employees required to take a drug test at the direction of the Employer will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time, or be released.

D. When an employee is selected for random testing and is unable to transport himself/herself (for example, due to being in a car pool) to the collection facility, the Employer will make transportation arrangements to and from the facility. In cases of reasonable suspicion, accident or unsafe practice, or follow-up testing, the Employer will arrange for transportation of the Employee to and from the collection site.

E. When the employee drives to and from the collection site, local mileage for travel to and from the collection site will be paid in accordance with the provisions of the Joint Travel Regulations.

F. Pre-employment testing for Reduction in Force RIF). An employee whose RIF placement rights result in placement in a TDP is subject to pre-employment testing. In the event the employee believes he/she is not medically qualified for the position, the employee will be allowed five calendar days from the date the position is formally offered to submit medical documentation to prove the medical disqualification. The requirement to submit to testing will be delayed until the employee has provided the information or five days have elapsed, whichever occurs first. For the purposes of the RIF at hand, an employee providing acceptable medical documentation will be considered medically disqualified. The employee is not entitled to recant at a later date and demand placement in the position. Such delays will not be permitted if the delay will result in another employee being adversely affected by the RIF.

SECTION 3. RANDOM SELECTION FOR TESTING

A. The Employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing. A bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the Employer in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs and may withdraw from participation at any time.

B. A bargaining unit employee selected for random drug testing may obtain a deferral of testing if the employee's first-line supervisor and second-line supervisor concur that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative, or Leave Without Pay)

2. In official travel status (TDY) or is about to embark on travel that was scheduled prior to testing notification.

SECTION 4. SPECIFIC NOTIFICATION OF TEST

Employees selected for drug testing will be specifically informed of any impending test and informed in writing of each of the following:

A. The reasons for ordering the drug testing and how the employee was selected for the test (e.g., random, reasonable suspicion, investigation or an accident, etc.).
B. The consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s).
C. The notice will advise the employee of his/her right to Union representation during the collection process. Unavailability of a Union representative will not delay collection of the sample.

SECTION 5. METHODS AND PROCEDURES FOR TESTING

The Employer agrees that methods and equipment used to test for illegal drug usage will conform to Department of Health and Human Services mandatory guidelines.

SECTION 6. COLLECTION PROCEDURES

A. Upon direction by management, designated employees will report to the designated location to be tested.
B. Collection procedures will provide for employee privacy and dignity. Unless direct observation collection is authorized, employees subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the employee is not observed while providing the sample.
C. All samples collected will be subject to a strict chain of custody in order to maintain the integrity of the samples and results.
D. Union representatives requested by employees are to function as observers and may not interfere with the collection.

SECTION 7. SAFE HARBOR

The Employer agrees to provide an opportunity for assistance to those employees who voluntarily seek treatment for illegal drug use. "Safe Harbor" insulates the employee from discipline only for admitted acts of using illegal drugs when the Employer was unaware of such use. However, an employee may be disciplined for other misconduct.

SECTION 8. ADMINISTRATIVE ACTION

Any employee who is determined to be an illegal user of drugs and who occupies a sensitive position must be removed from that position through appropriate personnel action. The employee may be returned to duty in a sensitive position, as part of a counseling or rehabilitation program if, in the sole discretion of the Director of DLA or designee, he or she determines that returning the employee to duty in the sensitive position would not endanger public health, safety or national security.

SECTION 9. EMPLOYEE ASSISTANCE PROGRAM REFERRAL

A. Employees who receive a first confirmed positive test result, or who voluntarily admit illegal drug use under Section 7, will be referred to the EAP.
B. When it appears EAP referral is appropriate, the Union will encourage the employee to respond positively to the referral.

SECTION 10. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. Records, files, and information pertaining to employee drug tests and test results will be handled confidentially and maintained in a secure manner.
B. Information will be released only to those officials of the Employer that have a need to know, and are authorized by applicable law, rule or regulation to receive such information.
C. Regardless of the test results, any employee who is the subject of a drug test will, upon written request to the Drug Program Coordinator, have access to any records relating to his or her drug test.
D. The Employer will take necessary actions to protect the confidentiality of employee drug test records, which may include appropriate disciplinary action when such information is disclosed improperly.

SECTION 11. UNION REPRESENTATION

A. A grievance concerning an alleged impropriety in the drug testing process will be handled by the parties in the same manner as any other grievance. The parties will cooperate in attempts to resolve any dispute according to the negotiated grievance procedure.
B. Upon request, the employee will be provided information concerning the drug testing process and the chain of custody.
C. Employees may have Union representation (as an observer) during the collection process, in discussions with the Medical Review Officer, and in discussions with supervisors concerning the test results. Unavailability of a Union representative will not delay collection of the sample.

SECTION 12. DISCLOSURE OF INFORMATION TO COUNCIL 169

A. The Employer agrees to provide Council 169 an annual report that documents statistical information regarding the Drug Testing Program. The report will include the total number of bargaining unit employees tested, the total number of bargaining unit employees who tested positive, total number and types of disciplinary actions taken. The Employer also agrees to provide Council 169 an annual list of all bargaining unit positions designated as TDP and the reason for such designation. Following receipt of such information, Council 169 may submit documentation to the Director, DLA, requesting a review of positions designated as TDP. The documentation will include the specific rationale for disputing the TDP designation. Either party may include discussion of issues regarding the Drug-Free Workplace Program as it relates to bargaining unit personnel as an agenda item for the quarterly labor/management meetings.

ARTICLE 36
GRIEVANCE PROCEDURES

SECTION 1. GENERAL

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement.

SECTION 2. OPTIONAL LOCAL GRIEVANCE PROCEDURES

A. Council 169 Locals and organizations identified in Article 38, Supplementation, may negotiate the steps of a grievance procedure, as part of their supplemental agreement to this Master Agreement, different from those specified in Section 8A of this Article. Such supplementation may include a negotiated alternative dispute resolution process that may be inserted at any step of the negotiated grievance procedure. Any such locally negotiated procedures must provide for the final Agency decision to be made within the local organization. Procedures will not provide for further review at the DLA Headquarters level.

B. In the event the Council 169 Local elects not to negotiate the steps of the local grievance procedure, the steps specified in Section 8A of this Article must be adhered to for the resolution of grievances.

SECTION 3. COVERAGE AND SCOPE

A. Unless supplemented, this Article shall constitute the sole and exclusive procedure available to the Employer, the Union and employees of the bargaining unit for the resolution of grievances applicable to any matter involving the interpretation, application, or violation of this agreement, Local Supplements, or matters involving the interpretation and implementation of laws, policies, regulations and practices of the Employer not specifically covered by this Agreement.

B. Employee(s) Grievance. A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, application and/or violation of this Agreement or the Supplement under which the employee(s) is covered, or the interpretation or application of any law, rule or regulation with respect to personnel policies, practices and any other matters affecting conditions of employment.

C. Council 169 Local or Local Employer Grievance. A grievance by a Council 169 Local or local organization is a request for relief over the local interpretation or application of this Agreement or its Local Supplement covering the two parties, or the local interpretation or application of Employer regulations covering personnel policies and practices and other matters affecting conditions of employment.

D. Executive Board of the Council 169 or DLA Headquarters Grievance. A grievance by the Executive Board of the Council 169 or DLA Headquarters officials is a request for relief covering disputes between the parties over actions taken or alleged failure to take appropriate action which involves the interpretation and application of

this Master Agreement, or an Executive Board of the Council 169 or DLA Headquarters interpretation or application of any rule or regulation covering personnel policies and practices and other matters affecting employment.

SECTION 4. MATTERS EXCLUDED

Excluded from the grievance procedure are:

A. Any claimed violation of Subchapter III of 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 of 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. Mere non-selection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.
G. Termination of temporary promotion.
H. Termination while serving under a time limited appointment.
I. Non-adoption of a suggestion.
J. Preliminary notice of a proposed action which, if effected, would be covered by this Article or excluded by A through E above.
K. Disapproval of honorary or discretionary awards.
L. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.
M. Separation of probationary employees during their probationary period.
N. Reduction in Force.

SECTION 5. APPEAL OR GRIEVANCE OPTION

An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his/her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purposes of this Section and pursuant to 5 U.S.C. 7121(d) and (e)(1), an employee shall be deemed to have exercised his/her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

SECTION 6. EXCLUSIVE PROCEDURE

A. With the exception of Merit Promotion grievances under Article 13, this is the exclusive procedure available to bargaining unit employees for the resolution of grievances.
B. Council 169 or its local affiliates has the right to act in its behalf or on the behalf of any employee(s) to present and process grievances.

SECTION 7. REPRESENTATION

A. An employee who files a grievance under this procedure may only be represented by an individual designated by the Council 169 Local. The provisions of Article 1, Section 3 apply as appropriate.

B. An employee or group of employee(s) may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and providing that a Council 169 Local representative is given an opportunity to be present at the grievance proceeding.

C. A Council 169 Local representative will be on official time when performing representational functions under this Article during normal duty hours. In the interest of expeditious and economical processing of grievances, the Council 169 Local will designate a representative from within the local organization and, whenever possible, from the immediate worksite or office of the grievant(s). When it is not possible to designate a representative at the immediate worksite or office, attendant to the circumstances of the particular case, the Agency will pay for a reasonable amount of travel and per diem, as applicable, for the Council 169 Local representative for representational functions associated with the final step of the grievance procedure specified in Section 8 of this Article. Authorization for such payment will be subject to the TDY provisions of this Agreement. In no case will the Employer grant official time or bear the costs of travel and per diem for such representational functions for a representative who is not an employee of DLA, unless mutually agreed otherwise.

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SECTION 8. GRIEVANCE PROCEDURE

A. This procedure applies unless the parties negotiate an alternative grievance procedure as provided in Section 2 above. The following procedure shall be adhered to in cases of grievances filed by an employee(s), or on behalf of an employee(s). Time frames may be extended by mutual agreement to assure the grievance is presented to the lowest level management official with authority to render a decision.

1. Step 1. The grievance shall first be taken up orally by the grievant(s) and the Council 169 Local representative with the immediate supervisor (or lowest level management official with authority to grant the requested relief). The informal grievance must be initiated within 20 work days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. A written decision will be given to the grievant and the Council 169 Local representative within 5 workdays after presentation of the grievance. The decision will contain specific rationale for the decision.

2. Step 2. If the matter is not satisfactorily settled within 5 workdays following the initial discussion, the grievant may, within 10 workdays, submit the complaint, in writing, to the local organization Commander. For DLA Headquarters organizations, the Head of the Local Organization is the J-

Code Director or equivalent. If the Head of the Local Organization is not in the employee's chain of command, the grievance will go to the equivalent level in the employee's chain of command. The Council 169 Local representative and grievant(s) will be provided a written answer within 10 workdays following the meeting. The decision will contain the specific rationale for the decision. If the grievance is alleged to be untimely or non arbitrable, the allegation will be contained in the Step 2 decision, with the specific reasons for the allegation. All issues of grievability or timeliness shall be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 37, Arbitration. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance. Such decision will be the final Employer decision for purposes of these procedures.

B. Employee grievances concerning formal disciplinary or adverse actions, or removal based upon unacceptable performance grievable under this Article will begin at the last step of the grievance procedure. In these cases, the time limit for filing the grievance will be 10 workdays after receipt of the notice of decision.

C. A Council 169 Local (Union grievances) or Employer initiated grievances will begin at the last step of the grievance procedure. Grievances filed by the Employer shall be submitted to the Council 169 Local President. Grievances submitted by the Council 169 Local shall be submitted to the head of the Local Organization.

D. If the Local Organization or the Council 169 Local representative is not satisfied with the decision on the grievance, either party may request that the grievance be advanced to arbitration in accordance with Article 37 of this Master Labor Agreement. Such request must be made within 20 workdays after receipt of the final step decision.

E. Written grievances must be signed by the grievant(s) and must include the following data:

1. The aggrieved employee(s)' name, position title, grade, and organization.
2. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data.
3. A brief statement of the step(s) taken to informally resolve the grievance.
4. The personal remedy (corrective, not punitive action) that is being sought.
5. A statement that discrimination based on race, color, religion, age, sex, or national origin is or is not an issue in the grievance.
6. Identification of the employee's representative.

F. Grievances over the interpretation and/or application of the Master Labor Agreement which are resolved through local grievance or arbitration procedures shall not be construed as establishing controlling precedent over that portion of the Master Labor Agreement which was at issue and shall be binding only on the Council 169 Local and local organization involved.

SECTION 9. DISPUTES BETWEEN THE EXECUTIVE BOARD OF AFGE COUNCIL 169 AND DLA HEADQUARTERS

A. This procedure covers disputes over actions taken (or alleged failure to take appropriate actions) by the Executive Board of AFGE Council 169 or DLA Headquarters officials which involve the interpretation and application of this Master Labor Agreement.

B. The Council 169 and the Employer agree to exert every effort to resolve matters raised under this procedure informally and in as expeditious a manner as possible. To facilitate informal resolution:

    1. Council 169 or the Employer shall fully inform the other party of the matter of concern at the earliest opportunity.

    2. Informal resolutions shall not be construed as establishing binding precedent on a particular practice or, necessarily, on the interpretation of the Master Labor Agreement.

C. If the matter is not resolved informally:

    1. The Council 169 President/Director, DLA (or designee), whichever is the grieving party, shall communicate in writing to the other party, stating the precise nature of the grievance, a description of the full background and/or circumstances leading to the grievance, applicable records and/or supporting documents, a specific citation of the portion(s) of the Master Labor Agreement which is applicable to the grievance along with a statement explaining why or in what manner it is felt that the particular portion(s) is being misinterpreted or misapplied, the specific relief or adjustment requested, and a description of efforts taken to resolve the matter informally along with a statement explaining why offered informal resolutions, if any, were not considered satisfactory.
    2. The Council 169 President/Director, DLA (or his designee), whichever is the responding party, shall prepare a final written response to the written grievance within 15 working days following receipt of the grievance.
    3. The grieving party will notify the respondent of its acceptance of the final written response or its intent to advance the matter to arbitration in accordance with Article 37 of this Master Labor Agreement within 20 workdays following receipt of the response.

SECTION 10. FAILURE TO MEET TIME REQUIREMENTS

Time limits at any step of the grievance procedure may be extended by the mutual consent of the parties. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process.

SECTION 11. WITNESSES

All DLA employee(s) called by the parties to testify on matters regarding a grievance being processed under this Article shall be in a duty status and paid travel and per diem expenses in accordance with appropriate regulations.

SECTION 12. RECORDS AND DOCUMENTATION

The Employer shall, upon request, furnish the grievant(s) and the Union with pertinent records, regarding a grievance under this Article, subject to limitations of applicable laws and regulations. Upon receipt by the Employer of a timely, written request for information under this Section, the time limits for processing at any step are held in abeyance pending management's written response to the request.

ARTICLE 37
ARBITRATION

SECTION 1. GENERAL

This Article establishes procedures for the arbitration of disputes between the DLA Council and the Employer which are not satisfactorily resolved by the negotiated grievance procedure contained in Articles 13 and 36 of this Master Labor Agreement.

SECTION 2. SELECTION OF ARBITRATOR

A. If the DLA Council and the Agency fail to settle any grievance processed under Article 36 of this Agreement, either party may, within the time limits specified in the negotiated grievance procedure, notify the other in writing of its intention to submit the matter to arbitration. Within 5 working days from receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators. The request to FMCS will include a brief statement of the issue(s) in dispute. If the parties cannot mutually agree on the statement to be provided, each party may submit a separate statement.
B. Within 5 working days from receipt of the list, the parties will confer, as appropriate, to choose an arbitrator. If they cannot mutually agree on one name from the list, the parties will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. The FMCS shall be immediately notified of the selection.
C. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) either party refused to participate in the selection of an arbitrator, and/or (2) upon inaction or unreasonable delay on the part of either party.
D. This Section may supplemented as provided in Article 38 to provide for establishment of an alternative procedure for selection of arbitrators using permanent panels.

SECTION 3. ARBITRATION PROCEEDINGS

A. Once an arbitration hearing has been scheduled, there shall be no postponement or rescheduling of the hearing except by the written mutual agreement of the parties.
B. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties desires a transcript of the proceedings, that party shall be responsible for making arrangements for and the full cost of the transcript. If the other party later wishes a copy of the transcript, that party shall pay for half of the combined cost of the original transcript and the second copy.
C. At least 10 working days before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify along with a listing of facts and/or evidence that may be stipulated in advance of the hearing. If the parties cannot agree on a slate of witnesses, it shall be at the sole discretion of the arbitrator to determine who may testify.

D. The grievant, his/her representative, and the DLA employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration hearing. All DLA participants shall be in a duty status.
E. The arbitrator's award shall be limited solely to answering the question(s) put to him/her by the parties' submission. In the event the parties are unable to agree to a submission statement, the arbitrator shall be empowered to formulate his/her own statement of the issue(s) to be resolved.
F. The arbitrator shall be requested to render and simultaneously serve a written decision upon both parties within 30 calendar days after the conclusion of the hearing.
G. Local Supplements may provide for expedited arbitration procedures.

SECTION 4. COST OF ARBITRATION

The fee and expenses of the arbitrator shall be borne equally by the parties including the cost of the list of arbitrators obtained from the FMCS. The parties are encouraged to enter into settlement discussions early in the process. In the event either party initiates a settlement discussion after the point in time an arbitrator's fees are incurred, and a settlement agreement is reached on or before the date of the hearing, the offeror of the settlement shall pay all fees and expenses charged by the arbitrator.

SECTION 5. EXCEPTIONS TO ARBITRATOR'S AWARD

The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

SECTION 6. CLARIFICATION OF ARBITRATOR'S AWARD

Disputes between the parties over the application of an arbitrator's award may be returned for clarification. The party seeking clarification shall bear the full cost of such clarification.

ARTICLE 38
SUPPLEMENTATION

SECTION 1. AUTHORITY OF THE MASTER LABOR AGREEMENT

This Agreement is a Master Labor Agreement consisting of 49 articles. Any supplemental agreements shall not delete, change, nullify, or conflict with any provision, policy or procedure in this Agreement. No additional articles can be added into supplemental agreements negotiated beneath the level of exclusive recognition.

SECTION 2. DEFINITIONS

A. Local Supplement. A term agreement negotiated upon completion of this MLA concerning matters specifically authorized for supplementation. Such agreements are negotiated at the levels described in Section 3B.

B. Memorandum of Understanding or Agreement. An agreement regarding changes in conditions of employment. Such agreements are normally negotiated at the level where the change is occurring.

SECTION 3. APPROPRIATE MATTERS FOR LOCAL SUPPLEMENTATION

A. Only those matters specifically cited in this Master Agreement as being appropriate for negotiation at the local level may be negotiated locally. All other matters must be negotiated between Council 169 and HQ DLA.

B. Local Supplements to Sections authorized by this MLA will be negotiated as follows:

1. DLA Headquarters, its field activities and DESC (one agreement)
2. DRMS Headquarters and DLIS (one agreement)
3. DRMS field (one agreement covering all)
4. DDC Headquarters, DDSP, and Depots with less than 30 Bargaining Unit Employees (one agreement)
5. Distribution Depots with 30 or more employees (one agreement each). DDRV and DDMA will negotiate a single supplement covering both activities.
6. Defense Supply Center Columbus
7. Defense Supply Center Philadelphia
8. Defense Supply Center Richmond

C. Whenever a single agreement covering more than one field activity or Council Local is to be negotiated in accordance with the provisions of this article, each local covered by the Supplemental Agreement shall be allowed at least one representative to serve on the negotiating team. Travel and per diem and official time (for the time the DLA employee would have otherwise been in a duty status) will be authorized for no more than five Union representatives for each supplemental negotiation.

SECTION 4. ORGANIZATIONAL CHANGES DURING THE TERM OF THE MLA AND SUPPLEMENTS

In the event components of two or more of the organizations above are combined, HQ DLA and Council 169 will negotiate to determine the Supplement(s) applicable to the affected employees. In the interim, affected employees will continue to be covered by current practices and Supplements. If a new Supplement is to be negotiated, the provisions of Section 3 above apply.

SECTION 5. INTERPRETATION AND APPLICATION OF THE MASTER AGREEMENT BENEATH THE LEVEL OF EXCLUSIVE RECOGNITION

Any third-party interpretation and/or application of this Agreement which is initiated and processed by the parties at the local level, shall only be binding upon the individual Council Local and the Employer at the local level.

SECTION 6. EXISTING LOCAL LABOR-MANAGEMENT AGREEMENTS

Supplemental Agreements and Memoranda of Agreement negotiated under the previous Master Labor Agreement have expired. Practices resulting from such agreements that are not in conflict with this MLA and that concern mandatory subjects of bargaining remain in effect until the parties negotiate new Supplemental Agreements. Procedures for negotiation of local supplements will begin no sooner than 30 days after the effective date of this Master Labor Agreement.

SECTION 7. LOCAL MID-TERM BARGAINING

Negotiations regarding changes in working conditions during the term of this MLA are covered by the procedures in Article 5. Such negotiations are subject to the review provisions of Section 8 of this Article.

SECTION 8. REVIEW OF SUPPLEMENTS/MEMORANDA OF AGREEMENT AND RESOLUTION OF SUPPLEMENTATION DISPUTES

A. Review of Supplements/Memoranda of Agreement. Upon completion of negotiations all supplements and agreements will be forwarded to HQ DLA and Council 169 for review. The parties have 30 days to identify provisions which are in conflict with this Master Labor Agreement, statute or government-wide regulation. If either party determines that supplemental language deletes, changes, nullifies or conflicts with any provision, policy or procedure in this agreement, such language will be remanded to the local parties for renegotiation, unless the other party submits the matter for binding arbitration within the time limits specified in Article 37 - Arbitration.

B. Local disputes regarding interpretation of this Article will be referred to Council 169

and HQ DLA for resolution. When a dispute has been submitted to HQ DLA and Council 169, the proposal at issue will be held in abeyance pending final determination of the dispute. If the parties at the level of exclusive recognition cannot resolve the matter, either party may submit it to binding arbitration within the time limits specified in Article 37 – Arbitration.

C. These provisions do not apply to disputes regarding the threshold issue of negotiability.

ARTICLE 39
STAYS OF CERTAIN PERSONNEL ACTIONS

SECTION 1. GENERAL

An employee has 10 work days after receipt of the Notice of Decision to file a timely grievance in order to be granted a stay of any suspension or adverse personnel actions. Such stays will also be granted to an employee who files a timely appeal to the Merit Systems Protection Board, when applicable.

A. The Employer's decision to suspend an employee for 14 days or less will be stayed for 90 days from the date of the notice of decision or until the grievance procedure (exclusive of arbitration) is completed, whichever comes first.
B. The Employer's decision to take an adverse action against a bargaining unit employee will be stayed for 90 days from the effective date of the action, until the MSPB issues a decision, or until an arbitrator issues an award, whichever comes first.

SECTION 2. PROCEDURE

Any grievance of the employee shall immediately be advanced to the second step of the negotiated grievance procedure under Article 36, or the appropriate step in the negotiated grievance procedure in the applicable Local Supplement. The stay shall be contingent upon the reasonable advancement of the grievance through the procedures provided in Articles 36 or the applicable Local Supplement. In the case of MSPB appeals, all timeframes applicable to MSPB will apply. Otherwise, the effective date of the removal will be as stated in the notice of final Agency decision.

SECTION 3. ACTIONS NOT COVERED

This article does not apply to removals where there is sufficient evidence that: (1) retention of the employee is injurious to him/herself, his/her fellow workers, or the general public; (2) retention of the employee is resulting or will result in damage to Government property; or (3) may compromise national security or the internal security practices of the Employer. This Article does not apply where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

ARTICLE 40
PERSONNEL RECORDS

SECTION 1. GENERAL

The Employer will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

SECTION 2. OFFICIAL PERSONNEL FOLDER (OPF)

A. The Official Personnel Folder is the official repository for records affecting an employee's status and Federal service. The folder provides the basic source of factual data about the employee's Federal employment history. It is used primarily by the servicing Customer Support Office in screening qualifications for RIF placement, determining status, computing length of service, and other information needed in providing personnel services. Normally, OPFs are not used to determine qualifications for Merit Promotion.

B. The Employer shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF. The Employer may automate OPFs and maintain them in accordance with statutes and regulations.

C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM.

D. Employees and their designated representative shall be permitted to review any document appearing in the employee's OPF upon request. If the representative seeks to review the OPF without the employee present, the employee must provide written authorization to the Employer.

E. Authorized personnel, not employed by the Employer, may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF, and upon request, the information from this accounting will be made available to the employee.

F. Employees, upon request, shall be advised of the length of time the Employer intends to maintain unfavorable material in the OPF.

G. Records of charges placed in the OPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.

H. No derogatory material of any nature shall be placed in the employee's OPF, or the supervisor's files (formerly accomplished using the obsolete "SF-7B" card and

attachments) without their express knowledge. The employee will be informed before any derogatory entry is filed. When a notation concerning counseling, oral admonishment, disciplinary action, adverse action, etc., is entered into the supervisor's files, the entry will be discussed and the employee shall be advised of their right to make written comments. Initialing or signing the document does not confer agreement. Upon request, employees shall be furnished copies of any and all data the supervisor is maintaining concerning their employment. At the sole discretion of the supervisor, negative notations regarding counseling or oral admonishments may be removed from the supervisor's file when the employee's conduct improves.

ARTICLE 41
PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION I. GENERAL

A. For the purpose of this Article:
   1. The term "employee" refers to any bargaining unit employee who is a member in good standing of any Council 169 Local.
   2. The term "servicing payroll office" refers to the Defense Finance and Accounting Service (DFAS) office which is currently responsible for processing the pay of the employee.
   3. The term "payroll allotment" refers to a voluntary authorization by the employee for a deduction in a specified amount to be made from the employee's pay each pay period for the payment of dues, associated with his/her membership, to the Council 169 Local.

B. The Employer and Council 169 agree that the Council 169 Local and the Employer are each responsible for fully informing the employee that his/her authorization for a payroll allotment:
   1. Is completely voluntary; and
   2. May be revoked only after a period of at least 1 year has elapsed from the effective date thereof. Thereafter, revocation of dues deductions will be effected based upon the date (e.g. anniversary, specific) negotiated in the Local Supplement authorized by the Supplementation Article in this Agreement.

SECTION 2. AUTHORIZATION OF PAYROLL ALLOTMENT

A. Only one payroll allotment shall be authorized for an employee for dues deductions.
B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, shall be used. The Council 169 Local shall purchase and distribute this form to the employees.
C. The Council 169 Local shall furnish the Employer with written notification of the name and title of the Council 169 Local official who is designated to sign the certification on the SF 1187.
D. The Council 169 Local shall be responsible for furnishing the servicing payroll office with a certified schedule of payroll allotments supported by completed SF 1187s that are signed by the designated Council 169 Local official and the employees.
E. The payroll allotment shall be in an amount determined by the Council 169 Local.
   1. No more than two changes in the amount of the payroll allotment shall be made during a calendar year.
   2. Written notification of a change in the amount of the payroll allotment shall be furnished to the servicing payroll office by the Council 169 Local.
   3. The change in the amount of the payroll allotment shall become effective with the first complete pay period which occurs 30 days after the written notification is received by the servicing payroll office.

SECTION 3. TERMINATION OF AUTHORIZATION

The payroll allotment shall be terminated when any of the following situations occur:

A. The employee retires.
B. The employee dies.
C. The employee is separated.
D. The employee transfers to another servicing payroll office within the Agency or outside the Agency.
E. The employee ceases to be a member of the bargaining units.
F. The employee ceases to be a member in good standing of the Council 169 Local. If this occurs, the Council 169 Local shall be responsible for promptly furnishing written notification to the servicing payroll office.
G. The employee files a written notification (SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues) with the servicing payroll office. Termination dates are a matter to be negotiated in the Local Supplements authorized by the Supplementation Article in this Agreement.

SECTION 4. PROCESSING PAYROLL ALLOTMENTS

A. Payroll allotments shall be processed at no cost to the Council 169 Local or the employee.
B. The effective date of the payroll allotment will be no later than the first pay period following submission of the SF 1187 to the servicing payroll office for processing.
C. Except as stipulated in D below, the servicing payroll office shall deduct the amount of the payroll allotment each pay period.
D. No dues shall be withheld or deducted for any pay period in which the employee's net salary, after other legal or required deductions, is insufficient to cover the full amount of the payroll allotment.
E. After each pay period the servicing payroll office will remit the payroll allotment deductions either by check to the Council 169 Local or by electronic funds transfer to the financial establishment and account authorized by the Council 169 Local. The following information will be provided:
    1. The names of employees from whom deductions were made and the amount of each deduction, their Social Security Numbers and their organization assignment.
    2. The total number of employees from whom dues were withheld.
    3. The total amount withheld.
    4. The names of employees from whom no dues were deducted in accordance with D above.
    5. A copy of any written revocation received by the servicing payroll office since the previous remittance.
    6. A remark to indicate when the deduction is from the final pay of an employee due to separation, retirement or if the employee is deceased.

ARTICLE 42
LABOR-MANAGEMENT TRAINING

SECTION 1. UNION SPONSORED TRAINING

It is to the advantage of the parties if Union officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Workload permitting, officers and stewards may be granted reasonable amounts of official time to attend AFGE-sponsored training sessions or other labor relations-related training courses, which are available at no cost to the Government, either for tuition or for travel and per diem. When the Employer approves such official time, it will issue "no cost" travel orders upon request.

SECTION 2. MANAGEMENT SPONSORED TRAINING

The Employer agrees to provide each Council 169 Local with a copy of the training calendar, if one is prepared. Workload permitting, the Local President or designee shall be afforded the opportunity to attend training offered to employees when such training facilitates the Union's ability to carry out its representational functions.

Examples of such training include, but are not limited to ADR, OWCP, DTS, OSHA and labor-management conferences.

When such training is approved the Employer will grant official time for the Local President or designee, along with travel and per diem when travel is required.

SECTION 3. MASTER LABOR AGREEMENT (MLA) AND MLA SUPPLEMENT TRAINING

A. Within 60 days of the effective date of this MLA, the Employer will provide official time for a three-day "train the Trainer" session for Local Presidents or their designee. Travel expenses will be paid for up to nine Council 169 Executive Board members and the Local Presidents or their designee, if they are DLA employees. Travel expenses for non-DLA employees will be the responsibility of the Union.
B. Up to 24 hours of official time will be granted for each AFGE local representative for training on this MLA. The Council 169 Local will provide a schedule and list of trainees at least three weeks in advance. While the timing of release for such training is subject to workload considerations, the Employer recognizes that timely provision of such training is in the interest of both parties.
C. Training regarding Local Supplements will be negotiated at the local level.

ARTICLE 43
COPIES OF AGREEMENT

SECTION 1. GENERAL

The Employer will provide printed booklet copies (8.5" x 11") of this Master Labor Agreement and changes thereto to each employee in the bargaining unit and will also post the Agreement and changes thereto on the DLA Human Resources home page. The Employer will also provide printed copies of applicable Local Supplements to employees. Procedures for distributing agreements that take the form of Memoranda of Understanding or similar documents will be negotiated at the local level.

SECTION 2. COPIES FOR LOCALS

The Employer shall initially furnish each Council 169 Local copies of this MLA and any applicable Local Supplements. The number provided will be equal to 10% of the number of unit employees represented by the Local. The Employer will provide additional copies to locals upon request. The expenses for printing and distribution of this Agreement and changes thereto will be borne by the Employer.

SECTION 3. COPIES FOR EMPLOYEES

The Employer will give new employees a copy of this Master Labor Agreement and changes thereto and the applicable Local Supplement at the time the employee is being processed for employment.

ARTICLE 44
UNFAIR LABOR PRACTICE CHARGES

Both DLA and the Council recognize that they have the legal right to file Unfair Labor Practice (ULP) charges when either party believes it is in their interest to do so. At the time either party elects to file a ULP, the charging party will provide an information copy to the President of the DLA Council and the Director of Human Resources at DLA Headquarters. A ten workday period following receipt of the charge will be used to address the concern. The charging party will notify the FLRA of this provision of the Master Labor Agreement at the time the charge is filed and will request that no action be taken during the ten workday period.

ARTICLE 45
POLICE OFFICERS AND FIREFIGHTERS

This Master Labor Agreement covers firefighters and police officers who are in the bargaining unit. Issues unique to such positions where the provisions of the MLA are not applicable, such as but not limited to overtime for firefighters, will be negotiated in Local Supplements as identified in Article 38, Supplementation.

ARTICLE 46
EMPLOYER-UNION COOPERATION

SECTION 1. It is agreed by the parties that periodic meetings between their representatives will promote the spirit and intent of the Civil Service Reform Act and enhance understanding on matters of mutual concern.

SECTION 2. A joint Labor-Management Committee will be established in the supplements identified in Article 38, Supplementation. The parties will mutually determine the frequency of their meetings and the number of their representatives. Meetings will be scheduled during normal working hours to permit discussion of agenda items but will not include overtime.

SECTION 3. It is further agreed that other meetings between the Union and management officials at any level may be scheduled whenever the need arises. The party requesting such meeting will give reasonable notice to the other party concerning the subject of the meeting.

SECTION 4. The foregoing sections will not preclude existing methods of Employer-Employee communication such as periodic Town Hall meetings, Newsbreaks, Safety Meetings, etc., designed to provide an exchange of views between supervisors, Union representatives, and bargaining unit employees. The parties mutually agree that these informal methods of communications are valuable and will continue.

SECTION 5. If the Employer determines that Union officials must be assigned to a different shift or work schedule, the local Union President will be notified in advance to allow the Union an opportunity to propose alternatives to ensure continuous representation of unit employees. In addition, the Union may request the Employer to consider assignment of Union officials to different shifts or work schedules to facilitate performance of representational functions.

ARTICLE 47
CHILD CARE SERVICES

At DLA facilities where child care services are available, the Employer agrees that such facilities will be governed by applicable Department of Defense regulations and the Military Child Care Act to ensure that a safe and healthful environment is provided. The Employer agrees to meet, confer and attempt to resolve specific issues related to child care services with local Union officials.

ARTICLE 48
PERSONAL AUDIO DEVICES

The Union and the Employer agree that use of personal audio devices may positively affect productivity and employee morale. They may also serve to inconvenience or distract other employees and generate dissension in the workplace.

Use of such devices is permitted to the extent that such use does not create a safety hazard or inconvenience other employees or customers. When a dispute regarding audio devices arises among employees, the employees will attempt to resolve it among themselves. If that is unsuccessful, the employees, a Union representative and the supervisor will meet in an attempt to resolve the matter. If that is unsuccessful, the supervisor will render a decision.

ARTICLE 49
DURATION AND TERMINATION

SECTION 1. This Agreement shall remain in effect for a period of 3 years from its effective date and shall automatically be renewed for additional periods of three years, subject to applicable law and/or regulations, unless either party gives written notice to the other party of its desire to renegotiate portions of this Agreement between 90 to 60 calendar days prior to the three year anniversary. Such negotiations, if held, will be separate and distinct from mid-term bargaining set forth in this Agreement.

SECTION 2

This Agreement is executed September 30, 2003, and binding upon the parties as of October 9, 2003.

APPENDIX A
OFFICIAL TIME FORM

NAME OF UNION OFFICIAL: _____

TIME AND DATE FOR WHICH OFFICIAL TIME IS REQUESTED:
_____

- ☐ Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
- ☐ Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
- ☐ Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
- ☐ Participation on committees or panels as authorized by this Agreement.
- ☐ Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
- ☐ Participation in formal discussions.
- ☐ Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.
- ☐ Other (State reason):
  _____
  _____

REQUESTOR'S SIGNATURE AND DATE: _____

SUPERVISOR'S ACTION (SIGNATURE AND DATE):

Approve: _____ Disapprove:_____*

* If disapproved due to workload reasons, indicate time and date when approval can be granted:
_____

Time Union representative departed:_____
Time Union representative returned: _____

Copy to:
CSO-C/CSO-N and Council Local

APPENDIX B
OFFICIAL TIME REPORT FOR UNION OFFICIALS

This form is solely for the purpose of accurately reporting the use of official time by Union officials who have block grants of official time to conduct labor relations business during their duty time (See Article 3, Section 3.B.2).

Name _____ Pay Period Ending _____

Week 1	Code N	Code G	Code M	Code C	Code F	Code T	Code A	Code O	Daily Totals
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Weekly Totals									

Week 2	Code N	Code G	Code M	Code C	Code F	Code T	Code A	Code O	Daily Totals
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Weekly Totals									

Code N - Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
Code G - Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
Code M - Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
Code C - Participation on committees or panels as authorized by this Agreement.
Code F - Participation in Formal Discussions.
Code T - Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA rules and regulations, and other third party hearings.
Code A - Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.
Code O - Other

APPENDIX C

TELEWORK REQUEST AND APPROVAL FORM

EMPLOYEE _____

ORGANIZATION _____

JOB TITLE _____

GRADE & JOB SERIES _____

TELEPHONE _____

LAST PERFORMANCE EVALUATION RATING _____
DATE _____

DESCRIPTION OF WORK TO BE PERFORMED:
_____
_____
_____
_____

DESCRIPTION OF OUTPUTS:
_____
_____
_____
_____

BENEFITS FOR EMPLOYEE AND THE EMPLOYER (CHECK ALL THAT APPLY):

- ☐ Improved Productivity
- ☐ Improved Morale
- ☐ Incentive to remain with DLA
- ☐ Environmental Concerns
- ☐ Improved Job Access
- ☐ Reduced Commuting Cost
- ☐ Workspace Availability
- ☐ Reduced Parking
- ☐ Promoting DLA as an Employer
- ☐ Other:_____
  _____
  _____

NUMBER OF COMMUTER MILES SAVED PER TELEWORK DAY _____

EQUIPMENT AND SOFTWARE REQUIRED:

_____
_____
_____
_____

START DATE_____ END DATE _____

IF REGULAR AND RECURRING:

TELEWORK TOUR OF DUTY: FROM _____ TO _____ (e.g., 8:30 A.M.-5:00 P.M., including a one-half hour lunch period)

Number of days per week Telework is Recommended:
☐1 ☐2 ☐3 ☐4 ☐5

Day(s) of the week employee will Telework:

_____

- ☐ Fixed schedule in accordance with the collective bargaining agreement
- ☐ Flexitime in accordance with the collective bargaining agreement
- ☐ AWS in accordance with the collective bargaining agreement

Alternative Work Site Address: _____
_____
_____
_____

B. <u>IF PERIODIC OR AD HOC (INTERMITTENT)</u>

TELEWORK TOUR OF DUTY: FROM _____ TO _____ (e.g., 8:30 A.M.-5:00 P.M., including a one-half hour lunch period)

Dates employee will Telework:

_____

- ☐ Fixed schedule in accordance with the collective bargaining agreement
- ☐ Flexitime in accordance with the collective bargaining agreement
- ☐ AWS in accordance with the collective bargaining agreement

Alternative Work Site Address: _____
_____

EMPLOYEE'S SIGNATURE_____ DATE_____

SUPERVISOR'S SIGNATURE_____ DATE_____

Supervisor's Recommendation: Approved _____ Disapproved _____

APPROVING OFFICIAL_____ DATE_____

APPROVED _____ DISAPPROVED _____ *

Number of days per week Telework is authorized:
☐1 ☐2 ☐3 ☐4 ☐5

*If disapproved provide written response to employee explaining why

APPENDIX D
TELEWORK AGREEMENT

The following constitutes an agreement between

Employee: _____

Job Title: _____ Grade & Job Series: _____

Supervisor: _____

1. Employee volunteers to participate in the program and to adhere to applicable policies, guidelines, and procedures. Agency concurs with employee participation and agrees to adhere to applicable policies, guidelines and procedures.

2. Participation in the program will last _____ commencing on _____ and ending on _____.

3. Employee's official duty station tour of duty will be from _____ to _____ (e.g., 8:30 A.M. to 5:00 P.M. including a one-half hour non-paid lunch period) on the following days:
_____.

Employee's Telework tour of duty will be from _____ to _____ on the following days: _____.

- ☐ Fixed schedule in accordance with collective bargaining agreement
- ☐ Flexitime in accordance with collective bargaining agreement
- ☐ AWS in accordance with local collective bargaining agreement

Number of days per week Telework is authorized:
☐1 ☐2 ☐3 ☐4 ☐5

4. Employee's official duty station address is:
_____
_____
_____

5. The approved alternative worksite address is:
_____
_____

Phone Number: _____

6. These dates/times may be modified as needed to meet mission requirements as required or approved by the supervisor in accordance with the collective bargaining agreement.

7. All pay, leave, and travel entitlements will be based on the employee's official duty station.

8. Employee's timekeeper will have a copy of the employee's Telework schedule and will record the time and attendance as if performing official duties at the official duty station.

9. If leave is taken, employee will notify the supervisor following the collective bargaining agreement.

10. Employee will continue to work in pay status while working at the alternative work site. If employee works overtime that has been approved in advance, he/she will be compensated in accordance with applicable law, regulations, or other pay guidance. The employee will not work in excess of his/her prescheduled tour of duty (including overtime, compensatory time, religious time, or credit hours) unless he or she receives permission from his or her supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Telework program or other appropriate action.

11. If employee uses Government equipment, employee will use and protect the Government equipment in accordance with Agency policy and procedures. Government-owned equipment will be serviced and maintained by the government. If an employee provides his/her own equipment he/she is responsible for purchasing and installing any software, servicing it and maintaining it. Use of personally owned computer equipment to connect to the DLA network is approved if appropriate security software is installed and security procedures are followed to avoid risk of intrusion or impact to the DLA environment.

12. DLA retains the right to inspect the home work site, by appointment only, to ensure proper maintenance of Government-owned property and safety standards, provided management has reasonable cause to believe that a hazardous work environment exists.

13. DLA will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using DLA equipment in the employee's residence, except to the extent DLA is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

14. DLA will not be responsible for operating, maintenance, or any other costs (e.g., utilities) whatsoever associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided by statute and implementing regulations.

15. Employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official alternate work site. Any accident

or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a Telework employee will occur outside of the premises of the official duty station, the supervisor must investigate all reports as soon as practical following notification.

16. The employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official government business. The government's potential exposure to liability is restricted to this official work or office area for purposes of Telework.

17. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

18. All assignments will be completed according to the work procedures, guidelines and standards stated in the employee's performance plan.

19. Employees will apply approved safeguards to protect Government/DLA records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-679, codified at Section 552a, Title 5 United States Code..

20. Employees shall manage all files, records, papers, or machine-readable materials and other documentary materials, regardless of physical form or characteristics, made or received during Telework in accordance with DLAI 5015.1, DLA Records Management Procedures and Records Schedule.

21. No classified documents (hard copy or electronic) may be taken to, or created, at an employee's alternative work site. For Official Use Only and sensitive non-classified data may be taken to alternative work sites if necessary precautions are taken to protect the data, consistent with DoD regulations.

22. Telework will be terminated if it adversely affects the performance of the employee.

23. Supervisors have the authority to call an employee in to the official duty station for mission needs at any time. Call back outside the Telework hours/dates are handled in accordance with the collective bargaining agreement.

24. After appropriate notice to the supervisor, the employee may cancel the Telework arrangement.

25. The employee continues to be covered by the DLA standards of conduct while working at the alternative work site.

26. The employee acknowledges that Telework is not a substitute for dependent care.

_____	_____
Supervisor's Signature	Date
_____	_____
Employee's Signature	Date

If either the supervisor or employee cancels this agreement, fill in the information below:

Cancellation Date: _____

Reason(s) for cancellation:

_____
_____
_____
_____
_____
_____

☐ Employee-initiated ☐ Supervisor-initiated

_____	_____
Supervisor's Signature	Date
_____	_____
Employee's Signature	Date

APPENDIX E
SELF-CERTIFICATION HOME
SAFETY CHECKLIST

NAME: _____

ORGANIZATION: _____

HOME WORK SITE ADDRESS:

_____

_____

_____

HOME WORK SITE TELEPHONE: _____

Describe the designated work area, e.g., bedroom, den, living room, etc.

_____

The following checklist is designed to assess the overall safety of the alternative work site. Each participant should read and complete the Self-Certification Safety Checklist. A copy of this checklist should be attached to the Telework Agreement.

1. Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance? Yes ____ No ____

2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)? Yes ____ No ____

3. Will the building's electrical system permit the grounding of electrical equipment? Yes ____ No ____

4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes ____ No ____

5. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes ____ No ____

6. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes ____ No ____

Employee's Signature:_____ Date:_____

APPENDIX F
SUPERVISOR – EMPLOYEE CHECKLIST

EMPLOYEE NAME: _____

SUPERVISOR'S NAME: _____

The following checklist is designed to ensure that the Teleworker and supervisor are properly oriented to the policies and procedures of the Telework Program. Questions 4, 5, and 6 may not be applicable to the Telework employee. If this is the case, state non-applicable or N.A.

1. Employee/Supervisor has read DLA Telework Policy and Procedure. Date: _____

2. Employee has been provided with a schedule of work hours. Date: _____

3. Employee has been issued/has not been issued government furnished equipment. (If no equipment has been issued please mark N.A. on the date line.) Date: _____

4. Equipment issued by DLA is documented and properly receipted.

Check as applicable:	Yes	No
Computer	___	___
Modem	___	___
Fax machine	___	___
Telephone	___	___
Other	___	___

5. Policies and procedures for care of equipment issued by the Agency have been explained and are clearly understood. Date: _____

6. Policies and procedures covering classified, secure, or Privacy Act data have been discussed and are clearly understood. Date: _____

7. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met. Date: _____

8. Performance and conduct expectations have been discussed and are understood. Date: _____

9. Employee understands that the supervisor may terminate employee participation, in accordance with established administrative procedures and Union-negotiated agreements. Date: _____

10. Employee has participated in training. Date: _____

11. Supervisor has participated in training. Date: _____

12. Telework Agreement has been completed and signed. Date: _____

Employee's Signature _____ Date: _____

Supervisor's Signature _____ Date: _____

EXECUTION OF AGREEMENT

The Defense Logistics Agency and the American Federation of Government Employees Council 169, hereby execute this Master Labor Agreement on September 30, 2003.

For the Union:

Phillip E. Porter
President and Chief Negotiator,
American Federation of
Government Employees Council 169

Lynnell P. Tyree, Team Member

Teresa G. Lindauer, Team Member

Patsy J. Mullenix, Team Member

Richard L. Achey, Team Member

Brunson N. Edwards, Team Member

Frank D. Rienti, Jr., Team Member

David M. Andrews, Team Member

For the Employer:

Keith W. Lippert
Vice Admiral, SC, USN
Director,
Defense Logistics Agency

Jeffrey R. Neal, Chief Negotiator

Karen D. Hilliard, Team Member

Frederick N. Baillie, Team Member

Larry J. Wilson, Team Member

Walter Thomas, Team Member

Carol K. Lutz, Team Member

Mary A. Howard, Team Member