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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 "Agency," and the DLA Council of American Federation of Government Employees (AFGE) AFL-CIO Locals, hereinafter referred to as the "DLA Council" (which shall include all employees in the bargaining units). The parties agree that the provisions of this Agreement apply to the AFGE AFL-CIO professional and nonprofessional consolidated units of DLA employees.

The Agency and the DLA Council 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 a cooperative relationship with the DLA Council, in the formulation and implementation of policies and practices which affect them. Both parties are committed to the development of a program which achieves that objective.

PREAMBLE

This is a Supplement to the Master Agreement between the Defense Logistics Agency (DLA) and the DLA Council of American Federation of Government Employees Locals (DLA Council). This Supplemental Agreement is made and entered into by and between the Headquarters Defense Logistics Agency (HQ DLA) and its field activities physically located at Cameron Station, Alexandria, Virginia, and DLA Council Local 2449.

It is the intent of the parties hereto to be bound by the provisions of the Master Agreement between DLA and the DLA Council and the Supplement to that Agreement as contained herein. The purpose of this Supplement is to promote and improve the efficient administration of the Federal Service and the well-being of civilian employees within the meaning of Title VII of the Civil Service Reform Act of 1978 (CSRA), to establish a basic understanding relative to personnel policy, practices and procedures, matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest.

This Agreement supersedes the Supplemental Agreement between Headquarters, DLA and DLA Field Activities Located at Cameron Station; and DLA Council Local 2449, dated September 1983.

SUMMARY OF CHANGES TO SUPPLEMENTAL AGREEMENT
BETWEEN
DLA COUNCIL AFGE LOCAL AND DLA ACTIVITIES AT CAMERON STATION

ARTICLE S-1 PARTIES TO AGREEMENT AND BARGAINING UNITS COVERED

1. Section 1D. Change.

Provide the Union with a list of appointments, promotions and reassignments within the bargaining unit on a quarterly basis rather than upon request.

2. Section 1E. New.

Provide the Union with a semiannual list of bargaining unit employees and their home addresses.

ARTICLE S-5 PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

1. Section 1A. Change.

Clarify an already existing requirement to specifically indicate that DTIC and DFSC as well as DASC regulations proposing changes relating to personnel practices or matters affecting conditions of employment of bargaining unit employees are to be furnished to the Union.

2. Section 1B, 2A and 2B. Change.

Provides the Union with several additional days to respond to proposed changes to personnel practices.

ARTICLE S-6 USE OF OFFICIAL FACILITIES

1. Section 3. Change.

Deletes provision to furnish Union access to AUTOVON.

2. Section 6. Change.

Permits the Union to request meeting space during working hours. Approval is at the Employer's discretion subject to availability.

3. Section 11. New.

Subject to certain conditions, permits elected officials of the Local to use the agency's personal computers (PCs) located in their immediate work areas.

ARTICLE S-13 MERIT PROMOTION

1. Section 8C(2). Change.

Adds requirement to notify Union in advance if a Job Opportunity Announcement is to be opened for less than seven days.

2. Section 10A(1). Change.

Deletes Union right to have panel member or observer at merit promotion panel proceedings. Provides, instead, for Union to make nominations to panels.

3. Section 10A(2). Delete.

Deletes provision which permitted Union representative to suspend merit promotion panel proceedings.

4. Section 11A. Change.

Changes "rating official(s)" to "designated rater(s)".

5. Section 12C. New.

Specifies policy on providing excused absence for interviews conducted for positions announced under local merit promotion procedures.

6. Section 13. Change.

Clarifies employee consideration rights when referred for competitive promotion. Provides for non-selected employees to receive written reason(s) for another candidate's selection if an oral explanation was not satisfactory.

ARTICLE S-14 MEDICAL BEHAVORIAL PROGRAM

Rename Article to "EMPLOYEE ASSISTANCE PROGRAM."

ARTICLE S-18 PERFORMANCE EVALUATION

1. Section 2. Delete.

Deletes section which merely made references to statute.

2. Section 3C(1). Delete.

Deletes section which previously established an employee's birth month as his/her performance evaluation date.

3. Section 3C(6). Renumber as Section 3C(7) and change.

Requires that an employee be provided with written instructions for performance improvement if any critical elements are rated at the Minimally Acceptable level on an annual appraisal. Requirement does not apply if employee has previously been provided with such instructions during the rating period.

4. Section 3C(7). Delete.

Deletes section which makes reference to the no longer used method of establishing an employee's performance appraisal due date.

ARTICLE S-22 ADMINISTRATIVE LEAVE

1. SECTION 3A(1),3A(2) AND 3B. Change.

Revise sections to conform with Master Agreement format.

2. Section 3A(3). Delete.

Master Agreement now provides information for granting excused absence in cases of base closure after commencement of workday.

ARTICLE S-28 OFFICIAL TRAVEL

1. Section 3. Delete.

Section no longer required. Subject matter, i.e., employee travel outside regular duty hours, is now included in Master Agreement.

ARTICLE S-38 EXPEDITED ARBITRATION

Delete Title and change to "Not Used."

ARTICLE 1
PARTIES TO THE AGREEMENT AND BARGAINING UNITS COVERED

SECTION 1

The sole and exclusive representative of the consolidated bargaining units, is defined in FLRA Certificates Case Number 22-09044 (UC) as amended 9 May 1979, and any subsequent amendments thereto.

SECTION 2

As the delegated bargaining agent of the consolidated units, the DLA Council has the full authority to meet and confer with the Agency for the purpose of entering into negotiated agreements covering the members of the consolidated units 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 units. The DLA Council 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 units. 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 Agency or one of its PLFA's and the DLA Council or a local labor organization, each party will notify the other of the name and authority delegated to such agent.

SECTION 4

A. The DLA Council and the Agency 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 employees which are not presently a part of one of the consolidated units, it will be the joint position of the DLA Council and the Agency to the Federal Labor Relations Authority that the employees should become a part of the professional or nonprofessional employees consolidated unit, as appropriate.

B. The DLA Council and the Agency agree that if there is a supplemental agreement in effect at the PLFA of employees who are newly organized into one of the consolidated units, the supplemental agreement will automatically cover these employees.

SECTION 5

The DLA Council shall be given the opportunity to be present at formal discussions between the Agency and bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the employees in the bargaining units. Subject to negotiations at the PLFA level, the DLA Council Local may be given the opportunity to be present at informal discussions.

Article S-1

PARTIES TO THE AGREEMENT AND BARGAINING UNITS COVERED

(1) Section 1A. DLA Council Local 2449, hereinafter referred to as the Union for purposes of this Supplemental Agreement, is recognized as the sole and exclusive representative, as authorized by the DLA Council, of the bargaining unit as defined in the FLRA Certificates cited in the Master Agreement and any subsequent amendments thereto as they apply to the DLA Headquarters and field activities physically located at Cameron Station, Alexandria, Virginia, hereinafter referred to as the Employer.

(2) Section 1B. As of the date of this Supplement, the bargaining unit represented by the Union consists of all nonsupervisory, nonprofessional employees at DLA Headquarters and field activities located at Cameron Station, Alexandria, Virginia, except as follows. Excluded from the bargaining unit are all professional employees, management officials, supervisors, guards, and temporary employees. Also excluded are those employees described by 5 USC 7112(b). These are confidential employees; employees engaged in personnel work in other than a purely clerical capacity; employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; employees primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity; and employees who are engaged in administering any provision of law relating to labor-management relations.

(3) Section 1C. The Civilian Personnel Officer will, by the 30th of January of each year, furnish the Union President with a list of the Employer's occupied positions, indicating those considered to be within the bargaining unit. The list will include the name of the employee, the position title and grade and the major organizational segment in which the position is located. If any disagreements arise concerning the identification of a specific position or positions that cannot be resolved through discussion between the parties, either or both parties, at their discretion, will use the procedures for petitioning for unit clarification under the regulations of the Federal Labor Relations Authority to resolve such disputes.

(4) Section 1D. The Civilian Personnel Officer will provide the Union President a quarterly list of all employees appointed, promoted or reassigned to bargaining unit positions within the quarter. The list will be as of 31 March, 30 June, 30 September and 31 December of each year. Dependent upon system constraints, such lists will be provided by the 10th workday following the end of the quarter.

(5) Section 1E. The Accounting and Finance Officer will provide the Union President a semiannual listing of all bargaining unit employees and their home addresses. The list will be as of 30 June and 31 December of each year. Dependent upon system constraints, such lists will be provided by the 10th workday following the end of the semiannual period.

(6) Section 6. Unless otherwise amended by this Supplement, the parties will be bound by the terms of the Master Agreement as written. For purposes of applying the Master Agreement at the organizational level of the parties to this Supplement, the term "Union" will be substituted for "DLA Council" and the term "Employer" substituted for "Agency" as appropriate.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

SECTION 1

The Agency and the DLA Council are and shall be governed by all applicable laws of the United States, including those in effect on the effective date of this Master Agreement and those which are subsequently enacted. They also are and shall be governed by all applicable Government-wide regulations in effect at the time that this Agreement is executed. The Agency 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 unless such rule or regulation is properly subject to the provisions of 5 U.S.C. § 7116(a)(7).

SECTION 2

The DLA Council, however, recognizes that DLA is a component of the Department of Defense (DOD) and that it must, therefore, operate strictly within the limits of the authority delegated to the Director of DLA by the Secretary of Defense and that it must comply with and implement all non-discretionary directives issued by the Office of the Secretary of Defense (OSD) concerning matters not covered in this Agreement and not in conflict with this Agreement. At the same time, the DLA recognizes the right of the DLA Council, in any given case, to allege that no compelling need exists for DLA to implement a specific DOD directive and to seek relief by exercising the privileges accorded to it by 5 U.S.C. § 7117. Where the DOD, or the Federal Relations Authority, determines that no compelling need for the directive exists, the matter may be negotiated at that time.

SECTION 3

Nothing in this Agreement does, or ever shall, impinge upon, negate, reduce or detract from the rights and privileges which are vested in the Agency by virtue of the provisions of 5 U.S.C. § 7106, "Management Rights." Pursuant to the exercise of these rights, it always has been and it shall for the duration of this Agreement, be the policy and the practice of the Director of the Agency to delegate to the Commanders of the Primary Field Activities, to the maximum feasible extent, the powers and authorities to formulate and to implement the policies, rules and regulations which affect their employees.

ARTICLE S-2

GOVERNING LAWS AND REGULATIONS

(1) Section 1. In the event any provision of this Supplement is hereafter found in conflict with Article 2, Section 1, of the Master Agreement, the party (Employer or Union) identifying the conflict shall promptly notify the other party in writing. Negotiations to resolve such conflicts will be held in accordance with Section 2, Article S-5, of this Supplement.

ARTICLE 3
LABOR-MANAGEMENT RELATIONS BETWEEN THE PARTIES

SECTION 1 - COUNCIL OFFICERS

A, The Agency agrees to recognize the National President and the other nationally elected officers of the DLA Council, as specified in the Council's Constitution. It also agrees to recognize an appointed representative of the DLA Council stationed in the Agency Headquarters in the event that the Council elects to appoint such a representative when there is no nationally elected Council officer stationed at DLA Headquarters.

B. The DLA Council will keep the Agency informed of the names and addresses of the Council national elected officers.

C. The Agency agrees to provide reasonable amounts of official time to Council officers to perform their duties as national officers.

D. The DLA Council will advise the Agency of the elected or appointed representative, stationed at Cameron Station, who shall be the point of contact between the Agency Headquarters and the Council. The Agency will provide the representative so designated with accurate, current information on Agency policies. If the person designated to perform this function is a DLA employee on active duty he/she shall be provided sufficient official time to perform his/her Council duties.

SECTION 2 - DLA COUNCIL LOCALS

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

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

SECTION 3 - OFFICIAL TIME

A. General

1. Definitions:

a. "Official time" means time granted by the Agency to a bargaining unit employee whose name has been provided in accordance with Section 2 of this Article by the DLA Council Local President to the Head of the PLFA as being an elected, designated, or appointed officer or representative of the DLA Council 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 (Article 36, Section 7C) representational functions performed while on official time includes travel and per diem.

b. "Representational functions" means the following activities:

(1) 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.

(2) Presentation and processing of grievances in accordance with Article 36 of this Agreement.

(3) Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.

(4) Participation on committees or panels as authorized by this Agreement.

(5) Participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.

(6) When negotiating "face-to-face" a supplement to this Master Agreement and mid-term proposals after reasonable time has transpired for all parties to prepare, transmit, consider, and communicate on articles and issues through use of mail and telephone.

(7) When mutually agreed through negotiations by the parties at the PLFA level attendant to the circumstances at the PLFA.

2. 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.

B. Use of Official Time. The Agency and the DLA Council share the mutual responsibility to ensure that use of official time is reasonable.

C. Release of DLA Council Local Officials to Perform Representational Functions.

Each DLA Council Local official/steward will notify his/her supervisor each time representation duties begin and end in order that proper time and attendance records may be maintained and to permit supervisor assessment of the reasonableness of official time.

D. Official Time for DLA Council Officers

1. Members of the DLA Council Executive Board recognized in Section 1, paragraph A above, will be authorized official time, including travel and per diem, for the purpose of negotiating (or renegotiating upon expiration of this Master Agreement) the Master Agreement. They will be authorized official time, including travel and per diem, to engage in "mid-contract" bargaining on those occasions agreed upon in Article 5 of this Agreement. In disputes between the Headquarters and the Executive Board under Articles 36 and 37, and in third party proceedings concerning this Master Agreement, official time, including travel and per diem, will be provided.

2. It is expected that Executive Board members can maintain effective contact with Agency Headquarters officials and DLA Council 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 Council/Local's implementation and application of this Agreement at/from their worksite. The Agency 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 DLA Council Executive Board member to be authorized travel to a PLFA or the Agency Headquarters. Such travel will be authorized and approved by the Headquarters DLA Personnel Office.

SECTION 4 - REPRESENTATION

The word "representative" as used in this Master Agreement means <u>one</u> representative. However, the Agency agrees that in those situations when meetings require the attendance of an employee and his/her representative, the Agency 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 supervisory/managerial representatives.

ARTICLE S-3

LABOR-MANAGEMENT RELATIONS BETWEEN THE PARTIES

(1) Section 2A. The Union will provide the Employer, in writing at least semiannually, a complete list of all elected and appointed officers, committeemen, building representatives and other Union representatives and the areas to which each of them is assigned. The Union will notify the Employer of individual changes within 48 hours after they occur. This list need not include appointments or assignments relating to Union internal affairs.

(2) Section 3B. Both the Union and the Employer have the responsibility to assure the judicious use of official time granted to Union officials and representatives to carry out labor-management relation functions. Consequently, the Employer will review the use of official time periodically, and through the consultation process with the Union attempt to informally work out any difficulties which may occur.

(3) Section 3C. Union representatives will be permitted a reasonable amount of official time to leave their work areas to perform authorized representational functions, after requesting permission from their supervisor. Such permission will not be withheld without cause. If not immediately approved, the supervisor will inform the representative of the specific reason(s) for not excusing the absence. The representative will report back to his/her supervisor upon conclusion of the authorized absence.

(4) Section 5A. The Employer shall not engage in any of the practices prohibited by Section 7116(a) of the CSRA.

(5) Section 5B. The Union shall not engage in any of the practices prohibited by Section 7116(b) and (c) of the CSRA.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1 - GENERAL

Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the DLA Council or to refrain from any such activity. The right to assist the DLA Council extends to participation in the management of the DLA Council and to acting for the DLA Council in the capacity of a DLA Council representative, including presentation of its views to officials of the Agency, the Executive Branch, the Congress, or other appropriate authority. The Agency and the DLA Council 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 DLA Council and its Locals.

SECTION 2 - EMPLOYEE RIGHT TO PARTICIPATE

Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the DLA Council.

SECTION 3 - EMPLOYEE CONCERNS

Employees have the rights and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Agency or DLA Council representative at the lowest level capable of resolving the matter.

SECTION 4

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

B. When an employee exercises his/her rights under This Section and when the DLA Council Local representative of the employee is not immediately available, the meeting will be deferred for a reasonable period of time to permit the presence of the Council representative if the Agency elects to hold the meeting.

C. The Agency shall annually inform all members of the bargaining units of their rights, as set forth in this Section.

SECTION 5

If an employee has a problem or situation which he/she desires to discuss with a DLA Council Local representative during working hours, he/she will advise his/her supervisor 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 Agency. If not immediately approved, the supervisor will inform the employee of the earliest time that the employee can leave.

SECTION 6

Employees are entitled to their pay checks at the proper times and in the proper amounts. Each PLFA will make every reasonable effort 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 7

A. The PLFA will advise new employees of their right to join or assist the DLA Council 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 DLA Council Local representatives. The DLA Council Local shall provide sufficient copies of the AFGE Health Benefits and Life Insurance brochures for inclusion in new employee orientation material.

B. The PLFA annually 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. This notice will also remind the employees of their responsibility to seek Civilian Personnel Office (CPO) counseling and assistance on a case-by-case basis.

SECTION 8

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

ARTICLE S-4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

(1) Section 5. If the employee's absence cannot be immediately approved, the supervisor will also inform the employee of the specific reason(s) for not excusing the employee.

(2) Section 7B. Annual notification to employees regarding general requirements for payments of health benefit premiums during LWOP status may be accomplished by notice in the HQ DLA Bulletin or posting on official bulletin boards.

ARTICLE 5

PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

SECTION 1 - MATTERS NOT INCLUDED IN THE AGREEMENT

A. The Headquarters DLA agrees to transmit to the President of the DLA Council, 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.

B. Upon receipt of such a proposed change, the President of the Council, or his/her designated agent, may, within 15 calendar days, request negotiations concerning the proposed changes.

C. If the DLA Council requests negotiations concerning the proposed change, it shall provide the Agency with its proposals within 45 additional days.

D. Within 60 days of receiving the Council's proposals, the Agency and the Council will confer, as necessary, to achieve an agreement. It is intended that this will be accomplished primarily through telephone and/or written communication when the Council representative is not located at Headquarters DLA, Cameron Station.

E. If at the end of 60 days any proposals remain unresolved, the parties will make an attempt at "face-to-face" negotiations. If after this there are issues still unresolved, the parties will jointly petition the Federal Service Impasses Panel to settle the issue under the final offer settlement procedures.

F. The Agency shall not supplement or enforce any change except for nondiscretionary changes prior to the completion of negotiations or, in the event of impasse, prior to a decision by the Federal Service Impasses Panel or other such appropriate authority as may be called upon to resolve the differences.

G. 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 paragraph A through F and the understanding established in Article 2, Section 2 shall apply.

SECTION 2 - MATTERS INCLUDED IN THE AGREEMENT

A. If a future law mandates a change to this Agreement, the Agency 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 aspect of the change, notify the Agency in writing within 15 calendar days of receipt of the notification from the Agency. Upon request from the President of the Council, the parties shall, within 30 calendar days, initiate "face-to-face" negotiations. The number of representatives participating in the negotiations shall be mutually agreed upon, but in no case shall exceed three per side. Neither the Agency 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 Agency and the Council mutually recognize and agree that their respective proposals may 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.

B. The Agency shall not implement any discretionary negotiable aspect of the contractual change until the negotiation process is complete or in the event of impasse, prior to a decision by the Federal Service Impasses Panel or other such appropriate authority as may be called upon to resolve the differences.

SECTION 3

With regard to "face-to-face" negotiations under this Article, the Agency will pay travel and per them for DLA employee-DLA Council representatives.

SECTION 4

In order to expedite "mid-term" negotiations at the PLFA level, the parties shall develop similar procedures for negotiating contract changes which are directed toward resolving disputes concerning "mid-term" bargaining through communications prior to "face-to-face" negotiations.

ARTICLE S-5

PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

(1) Section 1. Matters Not Included in the Agreement.

A. The Employer will furnish the President of the Union, or his/her designated agent, all proposed new or changed DASC, DFSC, and DTIC regulations, 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 Supplemental Agreement, on matters not specifically covered in this Supplemental Agreement.

B. Upon receipt of such a proposed change, the President of the Union or his/her designated agent may, within 15 calendar days, request negotiations concerning the proposed change.

C. If the Union requests negotiations concerning the proposed change, it shall provide the Employer with its proposals within 30 additional days.

D. Within 30 days of receiving the Union's proposals, the Employer and the Union will confer, as necessary, to achieve an agreement.

E. If after 60 days there are issues still unresolved, the parties will jointly petition the Federal Service Impasses Panel to settle the issues under the final offer settlement procedures.

(2) Section 2. Matters Included in the Agreement.

A. If a future law mandates a change to this Supplemental Agreement, the Employer will promptly notify the Union President or his/her designee, in writing, of the proposed specific change. The Union shall, if it desires to negotiate any negotiable aspect of the change, notify the Employer, in writing, within 20 calendar days of receipt of the notification from the Employer. Upon request from the President of the Union, the parties shall, within 30 calendar days, initiate negotiations. Unless mutually agreed upon, neither the Employer nor the Union will be permitted to propose changes unrelated to the mandate of the law.

B. In addition to changes which may be mandated by future law, the parties may, at any time they mutually agree to do so, negotiate amendments to this Supplemental Agreement. The party requesting negotiations shall do so in writing. Such request will identify the Article and Section to be renegotiated and include the proposed change. Within 15 calendar days after receipt of the request, the receiving party shall advise the requesting party of its willingness or unwillingness to reopen negotiations. If negotiations are to be undertaken, they will be initiated within 30 calendar days after agreement to negotiate was resolved.

(3) Section 3. Negotiating Teams. The number of representatives participating in any negotiations held under the provisions of Sections 1 and 2 above shall be mutually agreed upon, but in no case shall it exceed three per team.

ARTICLE 6

USE OF OFFICIAL FACILITIES

SECTION 1

The DLA Council shall be provided private office space at the DLA Headquarters, access to AUTOVON, a lockable file cabinet, and other furniture as required. Other additional items may be provided by mutual agreement.

SECTION 2

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

SECTION 3

Each DLA Council Local shall be provided office space, access to AUTOVON, or in the absence of AUTOVON, FTS, if available, a lockable file cabinet, and other furniture as required in accordance with arrangements to be agreed upon by the parties at the PLFA level.

SECTION 4

The DLA Council Local shall be granted access to all FPM, FLRA, OPM, MSPB, GAO and other public regulations and decisions as may be maintained by the PLFA. The Agency shall, upon request, provide relevant information relating to matters covered by this Agreement and shall make available specific citations or references to such other relevant documents as may be requested by the Council, provided the information is reasonably available and is not prohibited or excluded from disclosure by law.

ARTICLE S-6

USE OF OFFICIAL FACILITIES

(1) Section 3. The Employer will provide office space to the Union. Such space will be sufficient to accommodate at least one desk, three file cabinets, one 34" X 60" table and five chairs. The Employer will furnish the above equipment and all utilities including a telephone. The space and equipment will be such as to maintain Union business and records in a confidential manner. Equipment and utilities will be provided without charge to the Union. The telephone will be provided free of charge except for commercial toll calls for which the Union will pay the rate charged by the telephone company.

(2) Section 5. The Employer agrees to request four reserved parking spaces from the Post Commander, Cameron Station, to be assigned to the Union's elected officers. The Union will inform the Commander, DASC, in writing, as to the desired location of the spaces. If, at some future date, the administrative control of parking spaces reverts to the Employer, this Section will be subject to renegotiation.

(3) Section 6. DASC will normally provide space for conferences, meetings, and other approved Union functions outside of regular working hours. Such requests will be submitted at least five working days in advance. The Union may also request space for meetings during working hours, however, provision of such space will be at the Employer's discretion and will be provided only when it is readily available and doesn't conflict with another management need.

(4) Section 7. The Union will be permitted to utilize the Employer's Civilian Personnel Newsletter and the unofficial portion of the HQ DLA Bulletin to publish articles or other Union information. Similarly, the Employer will be permitted to utilize the Union's internal information newsletter. Each party, however, will retain full control over their respective media and retain the right to disapprove requests to publish the other's material. Any disapproval will be in writing and will include the reason(s) for the disapproval.

(5) Section 8. The Employer will furnish space on all official bulletin boards in the area in which employees of the unit work. The space provided will be a minimum of 15" in width on the existing bulletin boards. However, the Employer reserves the right to review all material prior to posting by the Union. The Employer will review and return all material submitted within one workday. The Union will be responsible for posting and removing material and for maintaining their allotted portion of the bulletin boards in an orderly condition.

(6) Section 9. The Employer will permit the Union to use the internal mail distribution facilities to transmit Union correspondence and the Union newsletter. The Union will transmit all correspondence in a sealed envelope with the first line addressed to a specific individual. The newsletter may be distributed through internal mass distribution procedures, however, the Employer reserves the right, after consultation with the Union, to withdraw any issues it finds objectionable and to discontinue this service at any time.

(7) Section 10. The use of the Employer's official mail channels for personal mail is discouraged, and employees are expected to make other arrangements for receipt of such mail. The Employer, at the same time, agrees that an employee's privacy should be protected and recognizes that some official mail is of a private nature which should not be indiscriminately opened by others. Accordingly, as provided in DASC Regulation 5325.1, incoming mail which is "first line" addressed to an individual will not be opened by anyone but the addressee. If, however, the addressee is on leave or will be absent from the work site for more than two workdays and the envelope is not annotated that the contents are personal or private, such mail may be opened by the addressee's supervisor to determine if the contents require immediate action. If the envelope is annotated that the contents are personal or private, the mail will be retained, unopened, until the employee's return, unless the employee had left other instructions.

(8) Section 11. DLA employees who are elected officials of DLA Council AFGE Local 2449 will be permitted, during their nonduty time, to use the agency's personal computers (PCs) located in their immediate work areas for the preparation of Union correspondence provided such use will not interfere with the accomplishment of the agency's mission. The Union will assure that their officials are sufficiently knowledgeable in the operation of a PC and the software being used so as to minimize the risk of accidental loss of data stored in the system due to operator error. It is also agreed that the Union will not access any non-Union data stored in the system nor attempt to gain access to any other system through the PC being used.

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 DLA Council has agreed to permit its inclusion, pursuant to 5 U.S.C. § 4703(1) or

2. Until there has been consultation or negotiation, as appropriate, with the DLA Council if the project is not covered by this Agreement, pursuant 5 U.S.C. § 4703(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 S-7

RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

No supplementation required.

ARTICLE 8
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1

The Agency and the DLA Council acknowledge their mutual responsibility assuring that no one who has authority to take, direct, recommend, or approve any personnel action, or to influence, directly or indirectly anyone in the taking, directing, recommending or approving of any personnel action, shall discriminate for or against any employee on the basis of race, color, religion, sex, or national origin, as prohibited under the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair Labor Standards Amendments of 1974; on the basis of sex as prohibited under the Fair Labor Standards Act of 1938; on the basis of a mental or physical handicapping condition under the Rehabilitative Act of 1973; or on the basis of marital status or political affiliation as prohibited under any law, rule, or regulation.

SECTION 2

The parties pledge to do everything, jointly and severally, which can lawfully be done to achieve, at the earliest practicable date, a DLA workforce which is fully reflective of the Nation's diversity. To that end, they agree that the DLA shall have an Agency-wide Affirmative Action Program Plan (AAPP) (which includes a Federal Equal Opportunity Recruitment Program) and that every PLFA shall have a PLFA-wide AAPP whose explicitly stated principal objective is, and shall continue to be, a workforce which is fully integrated with respect to both minorities and women in all organizational elements, in all occupational categories, and at all grade levels.

SECTION 3

In pursuit of this principal and ultimate EEO objective, it is agreed that, when filling positions in which minorities or women are presently underrepresented, every reasonable and lawful action will be taken to remedy this situation by affirmatively considering minority and female candidates.

SECTION 4

Complaints of discrimination based upon alleged violation of any of the laws or directives listed in Section 1 above will be given prompt and fair consideration and every effort will be made to provide a just and expeditious resolution of each such complaint. Persons who make such complaints of alleged discrimination or who participate in the presentation of such complaints shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal.

SECTION 5 The Agency has the duty and the responsibility to provide competent EEO Counselors who shall be available to give prompt attention to all EEO complaints. Collective bargaining agreements negotiated at the PLFA level may, at the discretion of the parties to such agreements, provide for the nomination by the DLA Council Local of candidates to be considered by the PLFA to be selected and trained to serve as EEO Counselors. The names and telephone numbers of all EEO Counselors at each PLFA will be posted on official bulletin boards within that PLFA.

SECTION 6

A person who files an EEO complaint has the right to be represented by any representative of his/her choosing during any stage of the complaint procedure. When a complainant elects to exercise that right, he/she must advise the Agency in writing of the name of his/her chosen representative. The complainant may also terminate or replace his/her representative, in which case he/she must also advise the Agency in writing. Nothing in this Section imposes any obligation upon the Agency to provide EEO complainants with attorneys.

SECTION 7

The Agency agrees to provide a copy of the applicable EEO Action Plan, EEO regulation or directive governing the EEO Complaints procedure to any employee who requests such documents.

SECTION 8

The Agency will continue its efforts to identify and remove barriers to the employability or to the on-the-job performance of handicapped persons.

SECTION 9

The Agency will revise and replace its present Agency wide AAPP (and FEORP) when it is instructed to do so by the Equal Employment Opportunity Commission (EEOC). In drafting subsequent Plans, the Agency will make every effort to make every change which can be made to facilitate the accomplishment of its basic objective of a fully integrated workforce as set forth in Section 2 above, and to avoid making any change which will inhibit or delay the accomplishment of that principal objective. The Agency will incorporate into the revised Agency Plan any proposed changes which will expedite the achievement of that result. The DLA Council agrees to contribute to that process. In pursuit of that end the following procedures will be implemented:

A. The Agency will provide the President of the DLA Council with 25 copies of the current Agency-wide AAPP and/or revisions, as required.

B. Within 60 days of receiving the aforesaid Agency-wide AAPP and/or revisions, the President of the DLA Council will provide the Agency with any proposals which the DLA Council wishes to make with respect to changes which it believes will aid materially in achieving a fully integrated workforce.

C. Within 60 days of receiving the DLA Council's proposals, the Agency will adopt those proposals which it agrees will contribute materially to the Agency's principal EEO objective or to any of its supplemental objectives. It will reject all proposals which will inhibit or delay the full integration of the workforce. In either case it will advise the Council President of the Agency response to each proposal within the 60-day time period.

D. In the event that the Agency rejects a Council proposal and the parties are unable, after negotiating the disputed proposals on the subject, to achieve a meeting of the minds on whether a given Council proposal does or does not inhibit or delay the achievement of the Agency's basic EEO objective, the parties will jointly petition the Federal Service Impasses Panel for assistance in resolution of the question: "Will adoption of the proposal contribute materially to the integration of the Agency's workforce; or will it contribute to one of the Agency's supplemental EEO objectives without inhibiting or delaying the accomplishment of the basic objective of a "fully integrated workforce?"

E. Nothing in this Article will constitute valid grounds for the Agency's failure to comply, in a timely manner, with nondiscretionary directives issued by the EEOC.

ARTICLE S-8

EQUAL EMPLOYMENT OPPORTUNITY

(1) Section 5. In the event the Employer decides to terminate the assignment of an EEO Counselor designated to handle the complaint of a current elected Union Officer prior to the final disposition of the complaint, the Union will be given notification of such termination.

(2) Section 10. The Union will have the opportunity to appoint one representative to any official EEO committee established by the Commander, DFSC, Commander, DASC and/or Administrator, DTIC.

ARTICLE 9

UPWARD MOBILITY

The Agency and the DLA Council agree to the importance of providing lower-grade employees with opportunities to satisfy their career aspirations through competition for positions in career fields in the general schedule (GS-1-9), or at equivalent wage grade full performance levels.

ARTICLE S-9

UPWARD MOBILITY

(1) The Employer agrees to encourage supervisors to use the Upward Mobility Program in situations where the Employer determines its use to be appropriate.

ARTICLE 10
CAREER DEVELOPMENT AND TRAINING

SECTION 1 - GENERAL

The Agency will provide training and development opportunities to assist employees in developing their skills and knowledges for performance of official job duties when beneficial to the employee and the Agency.

SECTION 2 - EDUCATIONAL OPPORTUNITY

The DLA Council and the Agency shall encourage employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

SECTION 3 - INDIVIDUAL DEVELOPMENT

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

SECTION 4 - EXPENSES

The Agency will pay approved job related training expenses.

Employees who are interested in pursuing courses of training or higher education at their own expense will not only be encouraged to do so, but they will be given full credit in personnel actions for such training and education.

SECTION 5 - VOLUNTARY PARTICIPATIONS/SELECTIONS

Participation in career development programs will be completely voluntary.

SECTION 6 - ANNUAL SURVEYS

Consistent with 5 C.F.R. Subpart B 410.201 an Agency servicing personnel office will conduct an annual review of training requirements.

SECTION 7 - TRAINING PROGRAMS

Agency training programs will include but are not limited to the following:

A. Job related in-service or on-the-job training.

B. Cross-training and rotational assignments.

C. Development with local educational institutions or other training sources training opportunities for employees which will assist them in pursuing career goals and upward mobility with the Agency.

SECTION 8 - SELECTION/NONSELECTION

When training is in response to a formal notice and the application for training is submitted through the employee's supervisor, the employee(s) will be notified of their selection or nonselection for training on a timely basis prior to the time that a decision is formalized, attendant to the circumstances surrounding the time frame of the training course.

SECTION 9 - PUBLIC RECOGNITION

An employee who has completed a training course program will be provided appropriate recognition by management.

SECTION 10 - WAIVER OF QUALIFICATIONS

The Agency agrees, to the extent feasible, to make use of training agreements with the Office of Personnel Management (OPM) to permit waiver of qualifications.

SECTION 11 - ACCREDITATION

When an institution of higher learning provides for accreditation of on-the-job training and/or experience, the Agency will, upon request of the institution, seek to have accredit the Agency program. The Agency will assist the employee in gaining accreditation based on his/her participation.

SECTION 12 - COUNCIL REQUESTS FOR INFORMATION

The Agency will provide the Council officers and DLA Council Local officials with appropriate annual reports on training activities which the Agency submits to OPM.

SECTION 13 - ORIENTATION

DLA Council Local Presidents, or their designated representatives, shall be allowed to be present at training courses or other meetings convened for the purpose of orienting new bargaining unit employees. They shall also be accorded the privilege of inspecting material which is distributed to employees who attend such orientation sessions.

SECTION 14 - NEW EMPLOYEES

The parties agree that new employees may require certain training courses because of participation in intern or other specialized career development activities. The Agency will periodically examine training accomplished to ascertain that such courses are also available to other employees who need them and who have been in the same career field for a longer period of time. The PLFA will provide information on this topic annually along with the annual training report to the DLA Council Local President or his/her designee.

ARTICLE S-10

CAREER DEVELOPMENT AND TRAINING

(1) Section 14. The Union will be provided the information referenced in Article 10, Section 14 of the Master Agreement annually upon written request.

ARTICLE 11

INCENTIVE AWARDS

SECTION 1

The Incentive Awards Program will be administered on a fair and equitable basis. Any employee considered deserving of an award by his/her supervisor will be nominated in a timely manner.

SECTION 2

The DLA Council Local may be afforded the opportunity to have a voting representative participate on any established incentive awards committee for all awards applicable to bargaining unit employees that require committee recommendation in accordance with procedures and appropriate arrangements negotiated at the PLFA level.

ARTICLE S-11

INCENTIVE AWARDS

(1) Section 2. The Union shall have one voting representative on the DLA Cameron Station Performance and Awards Committee. It is further agreed that the Union representative may enter into discussion and give the committee recommendations on awards being considered for bargaining unit employees.

(2) Section 3. Upon request, the Union shall be provided with a copy of the DLA Cameron Station Performance and Awards Committee meeting minutes and a copy of the most recent report on suggestions and awards furnished to DLA Headquarters.

ARTICLE 12

POSITION CLASSIFICATION

SECTION 1 - BASIC POLICY

The Agency and the DLA Council endorse the principle of equal pay for substantially equal work.

SECTION 2 - POSITION DESCRIPTIONS

The Agency will maintain an accurate position description for each position which will reflect the significant duties to be performed. 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.

SECTION 3 - COMPLAINTS OVER POSITION DESCRIPTIONS

When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee/DLA Council Local representative may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

SECTION 4 - CLASSIFICATION COMPLAINTS

A. An employee who feels his/her position description is improperly classified will meet and discuss this matter with his/her supervisor for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a meeting with the appropriate position classifier, the supervisor, and the employee. The DLA Council Local representative shall be afforded an opportunity to attend such meetings, if requested by the employee. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal. Upon written request by the employee in connection with the appeal, the Agency will provide the employee and the employee's designated representative with an analysis which shall cite the standards used to classify the position being appealed.

B. If the position in question is identical to other occupied positions in the PLFA which may be impacted, the DLA Council Local representative onsite will be afforded an opportunity to attend such a meeting and/or audits in connection with the appeal, whether or not requested by the employee.

C. The DLA Council Local representative may observe and will be permitted to observe on official time when he/she would otherwise be in a duty status. The Agency will not pay travel and/or per them expenses for Council observers.

SECTION 5 - SURVEYS

A. The HQ DLA shall provide the DLA Council Executive Board semi-annually with information on occupational surveys to be conducted or being conducted by PLFAs as a result of OPM direction, OPM issuance of a proposed Government-wide classification standard, or development by the Agency of a supplemental classification guideline in accordance with the OPM position classification standards.

B. When a classification survey at a PLFA involves unit employees, the DLA Council Local is permitted to have an observer present at the opening of the survey by the representatives of the Civilian Personnel Office and line management. Only an appropriate representative from the unit being surveyed or an employee of the unit being surveyed, who has been designated to represent the DLA Council Local, shall be permitted to attend survey openings on official time when they would otherwise be in a duty status. The Agency will not pay travel and/or per them expenses for DLA Council representatives. The supervisors and the DLA Council Local will be notified in advance of classification survey openings.

C. Following the classification survey and determination of its findings, the observer who was present at the survey opening will be advised of the results by the appropriate CPO. The DLA Council Local will not disclose confidential or privileged information obtained.

SECTION 6 - DIFFERENTIAL PAY

Environmental differential pay shall be paid to any employee who is exposed to a hazard, physical hardship or working conditions as authorized by FPM Supplement 532-1, Subchapter S8 and Appendix J.

ARTICLE S-12

POSITION CLASSIFICATION

(1) Section 2. Each new employee will receive a copy of his/her position description upon entrance on duty. Current employees will be given a copy of their new position description within 30 calendar days after any position change or official revision of their present position description.

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 the DLA Council.

SECTION 2 - POLICY

A. The Agency and the DLA Council recognize their joint responsibility to actively promote the achievement of a highly competent, fully integrated workforce. Toward this end, and in order to meet the total objectives of the organization, the Agency has the right in filling positions to use means other than the competitive promotion process and to select from appropriate sources such as eligibles for reinstatement, transfer, reassignment, excepted appointment, or those within reach on an appropriate certificate of appointment eligibles.

B. A principal goal of the Agency is to provide every employee with the opportunity to realize a satisfying, rewarding, and productive career. Essential to this is a merit promotion program which functions in full support of management's need for a competent effective workforce and provides the impartial mechanism to enable employees to advance as high as their abilities and initiative can take them within available opportunities.

C. Merit promotion procedures will apply to actions effecting 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 of employees which will later allow them to be noncompetitively promoted to higher levels than their previous positions.

D. The Agency has the right to select or not to select from among a group of highly qualified promotion candidates, including the right to non-select all candidates.

E. Higher level duties and responsibilities will not be assigned 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 preselection and impair employee confidence in the integrity of the promotion program.

F. 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 Agency is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Agency agrees to take appropriate and timely measures to correct deficiencies discovered.

SECTION 3 - 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 Candidates - Candidates who, in addition to meeting the basic qualifications for a position, have additional specialized knowledge, skill, and abilities (KSAs) necessary for success in the position to be filled. Their total score is 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 Agency to make the decision regarding the selection for placement into a position.

H. Subject Matter Expert (SME) - A person who has knowledge and experience which 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 4 - 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 unplanned accretion of additional duties and responsibilities or 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. Promotion to the highest grade level within a PLFA (or collocated organization) which contains at least 25 percent of the nonsupervisory positions in the series. Selecting officials may not use this provision to select candidates from outside their own organizational units. The specific grade levels to which these promotions can be made above the full performance level are subject to negotiations at the local level. (PROVISION NO LONGER PERMITTED PER OPM LETTER OF DEC 23, 1992.)

E. A career ladder promotion following noncompetitive conversion of a cooperative education student.

F. A position change from a position having known potential to a position having no higher potential.

G. A temporary promotion of 120 days or less.

H. 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.

I. 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 will not apply to an employee previously demoted for cause

J. Promotion after failure to receive proper consideration in a competitive promotion action.

K. Promotion directed by the PLFA 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.

L. A promotion when the employee's position is reconstituted because of either a management action or an 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.

SECTION 5 - RESPONSIBILITIES

A. PLFAs 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. Attendant to the circumstances of the individual case, make selections within a reasonable time, normally within 10 workdays after receipt of a promotion certificate by a selecting official.

4. Notify each employee on a promotion certificate of his/her selection or nonselection.

5. Document reasons for nonselection of employees eligible for repromotion consideration who have been certified on a promotion certificate.

6. Provide for the publicizing of job opportunity announcements within the announced area of consideration.

7. Attendant to the circumstances of the individual case, release employees selected under this program normally not later than the beginning of the second pay period following final selection.

8. Provide advice, upon request, to employees with respect to the filing of applications and the regulatory aspects of the promotion program.

B. The DLA Council Local will bring matters of concern regarding the promotion program to the attention of the PLFA as early as possible in an effort to reach informal resolutions.

C. Employees are expected to:

1. Apply only for those positions for which they consider themselves qualified and in which there is a genuine interest and willingness to accept, if selected.

2. Assure the applications filed for consideration are completed legibly, accurately and in the detail required to permit a valid evaluation of their qualifications.

3. 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.

4. Advise 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.

5. Familiarize themselves with this program and seek desired clarification from supervisors and/or their servicing Civilian Personnel Office.

6. Respond to the requirements of JOAS, including KSAs.

SECTION 6 - 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 from which to select and to provide adequate promotion opportunities for employees.

1. For permanent promotion opportunities, the minimum area of consideration will be as follows:

GS-15: DOD-wide
GS-14: DLA-wide
GS-7-13 and Wage Grade Equivalents: PLFA-wide
GS-6 and Below and Wage Grade Equivalents: PLFA units within the commuting area.

2. For permanent promotion opportunities to grades and/or occupations where minorities and women are underrepresented, the minimum area of consideration must be broader than above. In these cases, the parties at the local level will expand the area of consideration through mutual agreement or through local negotiations, if necessary.

B. When there are, or it is anticipated that there will be, fewer than three highly qualified candidates, the minimum area of consideration will normally be expanded at least as follows, unless the

selecting official indicates that a selection can be made from the few candidates certified:

GS-15: DOD-wide and, as appropriate, other Federal activities in the area where the vacancy exists.

GS-14: DOD-wide and, as appropriate, other Federal activities in the area where the vacancy exists.

GS-13 and Wage Grade Equivalents: DLA-wide and, as appropriate, other Federal activities in the area where the vacancy exists.

GS-12 and Below and Wage Grade Equivalents: PLFA-wide and, as appropriate, other Federal activities in the area where the vacancy exists.

SECTION 7 - CONCURRENT AND PRIORITY CONSIDERATIONS

A. When concurrent promotion consideration is to be given to non-DLA candidates for positions to be filled in accordance with this Article, the job opportunity announcement will state the fact and 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 7B.

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 Displaced Employee Program, employees transferred or detailed to international organizations, individuals in the military service who have reemployment rights, DOD oversees returnees, recovered disability annuitants and injury compensationers, and candidates referred through mandatory referral procedures under DOD Career Programs.

SECTION 8 - JOB OPPORTUNITY ANNOUNCEMENTS

A. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA).

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(s) of consideration.

6 . Qualification requirements, including a description of any modification of established qualification requirements.

7. Selective placement factors, if any.

8. KSAS, evaluation factors and the due consideration of weights they will receive in arriving at composite or total scores for ranking purposes.

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 which 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.

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 PCS nonpayment where PCS will not be paid.

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.

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 periods of time dictated by local agreement.

D. An announcement issued for a specific vacancy or vacancies may also be used to fill any number of additional vacancies within 6 months after the closing date of the announcement which arise in the PLFA attendant to the particular circumstances at the PLFA.

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 is received for recruitment will be considered.

2. For JOAs which 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 which 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 2 years provided the JOA is reopened at least every 6 months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously filed unless different reopening periods are negotiated locally.

F. To be accepted, applications must be received or postmarked by the dates specified locally. Applications determined to be late will only be accepted when extenuating circumstances prevented the applicant's timely filing.

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

H. JOAs may be reviewed and initialed within a reasonable period of time by the DLA Council Local President, or designee, in accordance with arrangements agreed to at the PLFA level.

SECTION 9 - EVALUATION OF CANDIDATES FOR COMPETITIVE PROMOTIONS

A. PLFAs may use any of the alternative rating methods found in DLAR 1404.4 to evaluate merit promotion candidates in accordance with arrangements agreed to locally.

B. Candidates must be evaluated on the basis of their knowledge, skills, and abilities (KSA) relevant to the position being filled. For each position (or group of positions) which will be filled through

competitive promotion procedures, a written rating plan must be developed. This plan will describe:

1. The knowledge, skills, and abilities identified through job analysis as necessary for successful job performance and the degree to which each is needed.

2. The measurement methods to be used.

3. How the highly qualified group will be determined.

C. Development of KSAs will include:

1. Performing a job/task analysis to identify major job functions associated with the position(s) to be filled.

2. Identifying the KSAs necessary to perform the major job functions.

3. Determining those KSAs which are essential, which are ratable from a written record, and which differentiate barely acceptable from superior candidates.

D. Development of crediting plans will include:

1. Developing appropriate measures for the KSAs, normally 2 to 4 levels of possession of the KSA.

2. Weighting KSAs in terms of its relative importance to the vacant position.

E. All rating plans must evaluate promotion candidates on the basis of experience, education, training and self-development, awards and performance ratings.

F. Evaluation procedures to be followed and measuring information to be used will be based solely on job related criteria. Unless otherwise negotiated locally, all ranking plans will use a maximum point score of 100. As a minimum, the factors which must be considered in the development of ranking plans are: (a) Quality of Experience, (b) Performance Rating, (c) Education, Training, and Self-Development, and (d) Awards. Additional factors considered relevant and essential to the ranking process such as required test or group interviews, etc., may be used. Promotion candidates with no performance rating, no relevant critical elements, or whose rating does not match the DLA scoring process, will be given a score equal to "Fully Acceptable."

G. Experience must be evaluated to ascertain the qualitative value of an applicant's knowledge, skills and abilities that are directly related to the duties and responsibilities of the vacancy.

H. Only education, training, and self-development completed by the closing date of the JOA may be credited if it is indicative of likely possession of one or more of the knowledge, skills, or abilities of the vacancy.

I. Each candidate's score for the rating elements will be determined by a review of the Supplemental Qualifications Statement (SQS) and/or the SF-171 or locally developed substitute form submitted. OPFs will be used only to corroborate information provided by the candidate.

J. If 10 or fewer candidates qualify for a vacancy, or qualify at a given grade level if the position was advertised at more than one grade level, an abbreviated procedure for determining the highly qualified may be used. Under this procedure, PLFAs may use whatever job related criteria they consider appropriate to distinguish highly qualified candidates from those who meet only minimum qualification requirements. Only those candidate determined to be highly qualified may be referred for consideration. Ratings do not have to be assigned, and an elaborate or structured evaluation process is not required. Such factors as length of experience may not be used to distinguish highly qualified candidates from those who are minimally qualified.

K. 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.

SECTION 10 - USE OF PANELS IN THE PROMOTION PROCESS

A. Rating and ranking panels may be used to evaluate and rank candidates for promotion consideration. If management elects to convene a rating and ranking panel, it will notify the Union and will ensure that Union nominees are fully considered in its selection of panel members.

B. Panels used to rank candidates for positions at GS-12 and above must include a subject matter expert.

C. Panel members will be provided sufficient guidance concerning the methods and procedures for evaluation and ranking candidates so as to enable them to thoroughly understand and uniformly apply the evaluation process.

D. Panels will not function in any way which preempts the selecting official's authority.

SECTION 11 - REFERRAL OF CANDIDATES FOR SELECTION

A. A list of the highly qualified candidates, as determined by the Civilian Personnel Office or a rating panel, as applicable, will be referred to the selecting official for consideration. The number to be referred will be determined locally.

B. In cases where the position was announced at more than one grade level, the selecting official may be provided a list for each grade level advertised.

C. When a promotion certificate contains at least three (3) highly qualified candidates, the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligibles.

D. If the promotion certificate contains fewer than three (3) highly qualified 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. The highly qualified group will be determined based on the rating and ranking of all candidates for the position.

SECTION 12 - CANDIDATE INTERVIEWS

A. Generally, all candidates will be interviewed. Candidates who are not readily available need not be interviewed or may be interviewed by phone. To expedite staffing, additional candidates who need not be interviewed may be determined locally based on whether the position(s), interviewer(s), and the organization(s) are similar and how much time has elapsed since the last interview.

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. 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.

SECTION 14 - RECORDS

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

ARTICLE S-13

MERIT PROMOTION

(1) Section 6A. The initial area of consideration for permanent promotion opportunities announced under the competitive promotion procedures is the first source from which candidates will be sought. This initial area will not be smaller than the minimum area specified by Article 13, Section 6A, of the Master Agreement, except as follows: Opportunities announced under the Upward Mobility Program may be limited to the major activity in which the vacancy is located (i.e., HQ DLA, DASC, DFSC or DTIC). Other exceptions to permit a narrower minimum area of consideration may be made on a case-by-case basis, dependent upon the circumstances, by mutual agreement of the Union and the DASC Civilian Personnel Officer.

(2) Section 8B. Selective placement factors will be used only when such factors are essential to successful job performance.

(3) Section 8C(1). A listing of current JOAs, except those open on a continuing basis, will be published in the HQ DLA Bulletin weekly. This listing will be published as a matter of employee convenience only. The listing is not intended to relieve the Employer of the responsibility for posting JOAs on designated official bulletin boards. Similarly, any inadvertent omissions from the listing will not serve to support employee's claims that they were unaware of the JOA or as a basis to permit them to file applications after the closing date of the announcement.

(4) Section 8C(2). A copy of each JOA will be furnished to the Union at the time it is posted. When a JOA is to be opened for less than seven (7) days, the Union will be notified in writing, prior to the opening date, except for situations when a JOA is issued primarily for the purpose of seeking candidates from outside the present work force.

(5) Section 10A(1). The Union will advise the Civilian Personnel Office, in writing, no later than the closing date of the JOA of any bargaining unit position, as to whether a Union representative will be nominated to serve on the rating and ranking panel, if one is to be used. Such notice will provide the nominee's name, telephone number, and employing organization. The Union's nominee, if any, must meet the same requirements as established for the Employer's designees and will be fully considered by management in its selection of panel members.

(6) Section 11A. Based upon the results of the rating panel or designated rater(s), the Civilian Personnel Office will prepare a promotion certificate reflecting the names of the top ranked candidates, normally not to exceed ten plus ties, and forward it to the selecting official. In unusual cases where the Civilian Personnel Officer believes that more than ten candidates should be referred, representatives of the Civilian Personnel Office and the Union will discuss the matter. If the reasons are acceptable to the Union, the number referred may be increased to a mutually agreeable number.

(7) Section 12C. Employees will be allowed a reasonable period of excused absence for the purpose of interviews being conducted for positions announced under the DASC merit promotion procedures. Employees will request approval for the absence promptly upon learning of the scheduled time for the interview to permit the supervisor to make necessary workload adjustments. If the employee cannot be released at the time requested, the supervisor will explain the reasons for the denial and request that the employee schedule an alternate time satisfactory to the interviewing official and the employee's supervisor.

(8) Section 13. If a selection is made from a promotion certificate, full consideration will be given to all unit employees referred for promotion consideration on that certificate. The selecting official, upon request, will explain the reason(s) for the selection to a non-selected DLA candidate who was referred on the certificate. If the non-selected candidate is not satisfied with the explanation, he/she may submit a request, in writing, for the reason(s) for selection. He/she will receive a written response.

ARTICLE 14

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1 - GENERAL

The Agency agrees to implement and promote an employee assistance program for individuals suffering from alcoholism, drug abuse, or emotional disorders that may affect job performance and to make employees and supervisors aware of the program.

SECTION 2 - COUNCIL-AGENCY COOPERATION

A. The DLA Council agrees to cooperate fully with the Agency in attempting to rehabilitate and improve work performance, if appropriate, of affected employees who need assistance under the provisions of this program.

B. The DLA Council and the Agency 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.

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 Agency, 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 sick leave on the same basis as any other illness when absence from work is necessary.

SECTION 5 - PROGRAM TRAINING AND PUBLICITY

A. Subject to negotiations at PLFA level, DLA Council Local representatives will attend local seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers and employees with the program and its operation.

B. The Agency shall inform employees of the program and its services annually.

ARTICLE S-14

EMPLOYEE ASSISTANCE PROGRAM

No supplementation required.

ARTICLE 15

SAFETY AND HEALTH

SECTION 1 - GENERAL

A. The Agency 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. The DLA Council will support the Agency'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 notify his/her supervisor promptly. 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 (29 C.F.R. § 1960.46(a)) refusal to work in unsafe or unhealthy areas, as described above in this Section, will not result in reprisal by the Agency.

SECTION 2 - PERSONAL PROTECTIVE EQUIPMENT

The Agency will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. 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.).

SECTION 3 - SAFETY AND HEALTH INSPECTIONS

The Agency will conduct annual safety and health inspections at every Agency installation. The DLA Council Local will be afforded an opportunity to participate in these inspections. Safety and health hazards discovered in these inspections will be corrected as expeditiously as possible.

SECTION 4 - FIRST-AID KITS

At activities where local health services are not available, the Agency 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 - ANNUAL REVIEW OF HEALTH SERVICES

A review of the health services of each PLFA will be conducted at least once a year. Annual job related medical examinations will be offered to eligible employees as provided in Chapter VIII of DLAM 6055.1.

SECTION 6 - PROTECTION OF EMPLOYEES EXPOSED TO CARCINOGENS

The Agency will provide annual physical examinations to employees who may be exposed to known carcinogenic substances in performance of their official duties.

SECTION 7 - WORK IN UNSAFE AREAS

A. The provisions of DLAM 6055.1 (DLA Safety and Health Manual), E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to that employees who are involved in occupations with identified safety/health hazards are made aware of the hazards, informed of safe and work practices, and educated in the use of appropriate personal equipment.

B. Appropriate abatement procedures in accordance with DLAM 6055.1, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to a work area which has been determined by a competent authority to be unsafe or unhealthy.

ARTICLE S-15

SAFETY AND HEALTH

(1) Section 1D. The Union will be given the opportunity to appoint a member to any official Safety Committee established by the Commander, DFSC, Commander, DASC and/or Administrator, DTIC for the purpose of improving safe and healthful working conditions of bargaining unit employees.

ARTICLE 16

PRODUCTIVITY

It is to the mutual advantage of the Agency and of the DLA Council to work together to improve and increase the productivity of DLA and the skills and capabilities of its employees. The Agency and the DLA Council will provide encouragement and assistance to their counterparts at the PLFA level who decide to establish a joint union-management productivity council.

ARTICLE S-16

PRODUCTIVITY

(1) Section 1. The Union agrees to encourage employees to find better and more efficient methods of performance and to cooperate with the Employer in the conservation of manpower, materials and supplies; the elimination of wasteful practices and the improvement of the quality and quantity of product and/or services.

(2) Section 2. The Union and the Employer will jointly participate in any Productivity Panel or Commitee that may be established by the Employer for the purpose of improving productivity within the Bargaining Unit.

ARTICLE 17

MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS

Employees are encouraged to join and participate in professional organizations and their functions. Expenses for membership and/or participation in these meetings, including travel and per diem, if appropriate, will be borne by the employee. However, when an employee is directed by the Agency to join and participate in professional organizations and their functions, expenses, including travel and per diem, will be borne by the Agency.

ARTICLE S-17

MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS

No supplementation required.

ARTICLE 18

PERFORMANCE EVALUATION

SECTION 1

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.

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.

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.

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 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. Any 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. Guidance on the development of written performance plans is contained in DLAH 1434.1, Supervisor's Guide to Written Performance Standards. The DLA Council Local will be provided copies of the Guide as negotiated locally.

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 may request clarification of any aspect of their plan which is not clear.

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 Office of Civilian Personnel (OCP) 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 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 unratable 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.

5. Employees who serve as representatives or officials of DLA Council Locals will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions, and as provided in subparagraph C4 above.

6. Except when necessary to extend the performance appraisal period, performance ratings will be prepared by February 15 of each year.

7. 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.

8. 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 the Unacceptable level.

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.

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. A rerating may not take place during the final 90 days of the fixed appraisal period. 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. Part 315, 5 CFR, 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. Where the same rating pattern exists among the affected employees, 12 years of additional service credit will be assigned for each annual summary rating of Fully Successful, 16 years for each rating of Highly Successful, and 20 years for each rating of Exceptional. However, where there are at least two different rating patterns among the affected employees, 20 additional years of service credit will be assigned for each rating of Fully Successful or higher.

2. The performance rating of record at the time an employee applies for a position under the Merit Promotion Program will be the one used in part to determine the highly qualified candidates (see Article 13).

3. 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 DLAR 1416.9, Within Grade Increases (WIGs) and Quality Step Increases (QSIs).

H. Effective Dates for Ratings. The effective dates for performance ratings will be the date each is signed by the approving official.

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, the following course of action will be taken:

1. Step 1. 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 may be necessary before an employee is able to demonstrate Fully Successful performance.

2. Step 2. 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 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. A minimum 30 calendar day advance notice must be given.

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 351, 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 351, Title 5, Code of Federal Regulations, if revisions to that Part necessitate such changes.

ARTICLE S-18

PERFORMANCE EVALUATION

(1) Section 1C. Appraisals of performance will be made in a fair, objective and reasonable manner based on the employee's job related performance during the appraisal period. Performance standards of a quantifiable nature which are developed through production studies or goals will be applied with the same principles of fairness and objectivity given to the application of qualitative standards.

(2) Section 3A(6). While developing elements and standards for each position, the responsible supervisor will give the employee(s) affected an opportunity to contribute through individual or group discussions. The Union shall be given the opportunity to be represented at any group discussions (and any individual discussions involving elements and standards to be used for more than one position).

(3) Section 3B(1). Upon request, the employee will be given a copy of any record of performance discussions that the supervisor maintains with the Employee Record Card (SF 7B).

(4) Section 3C(7). If an employee receives an annual appraisal with any critical elements rated at the Minimally Acceptable level, the supervisor will provide written instructions explaining what must be done to improve performance to achieve the Fully Successful level of performance for those elements unless the employee has previously been provided with such instructions during the rating period.

(5) Section 3C(8). The timely completion of employee appraisals is a basic supervisory responsibility. Accordingly, it is expected that the time limits specified in this section will normally be adhered to unless there is justifiable reason for not doing so. In any case where an appraisal has not been received within the specified time limits, the employee should ask his/her supervisor the reason for the delay. If the reason is not considered satisfactory and if the appraisal is not received within one week after the initial inquiry, the employee may contact the Civilian Personnel Office to seek assistance in obtaining the appraisal.

(6) Section 3I(3). The substance of elements and standards is not subject to the negotiated grievance procedures. An employee may, however, file a grievance if he/she believes that his/her performance standards have not been fairly applied.

ARTICLE 19

EMPLOYEE DISABILITY COMPENSATION

It is acknowledged 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. Procedures established at the PLFA level shall provide that:

A. Employees are responsible for reporting all job-related injuries or reactivated injuries and illnesses to the appropriate supervisor.

B. When the Agency becomes aware that an employee has suffered illness or injury in the performance of duties, the supervisor and/or the Civilian Personnel Office will counsel the employee in such matters as: his/her right to file for compensation benefits; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits in lieu of sick leave.

C. The Agency agrees to assist the employee in contacting appropriate OWCP authorities in an effort to expedite payment of claims.

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

ARTICLE S-19

EMPLOYEE DISABILITY COMPENSATION

No supplementation required.

ARTICLE 20

HOURS OF DUTY

SECTION 1 - GENERAL

The Agency and the DLA Council agree that within the perimeters stipulated in Sections 2 and 3, the establishment of work schedules and the administration of this Article are matters for negotiation at the PLFA level.

SECTION 2 - STANDARD WORKWEEK

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

A. 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. 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.

C. Arrangements for scheduling breaks during split shifts and/or for rest periods shall be negotiated at the PLFA level.

D. Unless precluded by emergency or extraordinary situations, the PLFA shall notify the DLA Council Local 1 week in advance of any change in work schedules.

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 by the PLFA and the DLA Council Local.

SECTION 5 - ALTERNATIVE WORK SCHEDULES

Alternative Work Schedules (AWS) may be negotiated between PLFAs and DLA Council Locals in accordance with the following provisions:

A. The parties stipulate in writing, that they will institute a AWS Program for an initial 6 month trial period.

B. At the end of the trial period, the parties may agree to extend the provisions of the program for a period of time agreed to locally.

ARTICLE S-20

HOURS OF DUTY

(1) Section 2. The administrative workweek will be seven consecutive days, Sunday through Saturday. Normally the basic workweek will be scheduled on a five-day basis, and the two days off outside the basic workweek will be consecutive.

(2) Section 3A. "Split shifts" (break of more than one hour) will not be established for the purpose of avoiding payment of overtime.

(3) Section 3D(1). Any planned changes in working hours, other than individual cases, will require consultation with the Union prior to implementation. Changes in the tour of duty will not be made without the approval of the appropriate agencies in the Washington, D. C. metropolitan area. The Employer will notify the employees affected by a planned change in the tour of duty a minimum of two weeks in advance, in writing. Such notice will include new hours of the tour, reasons for the change, identification of employees affected and signature of approving or authorizing official.

(4) Section 3D(2). Changes in tours of duty or hours of work may be made at any time under emergency conditions. The Employer will make every attempt to give the employee(s) at least 24 hours advance notice.

(5) Section 3F. The Employer will give consideration to modifying tours of duty for employees participating in car pools or enrolled in accredited institutions of higher learning. The request for such modification will be submitted to the supervisor in writing. The determination will be made and the employee will be advised in writing.

ARTICLE 21

OVERTIME ASSIGNMENTS

SECTION 1 - GENERAL

A. The Agency and DLA Council agree that within the perimeters set forth in Sections 2 through 4, the establishment of procedures and the administration of this Article are matters for negotiation at the PLFA level.

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. To the maximum extent possible, overtime work shall be scheduled and approved in time periods of 15 minutes or multiples thereof.

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.

E. Unscheduled overtime assignments shall take into consideration any personal hardship of an employee.

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.

ARTICLE S-21

OVERTIME ASSIGNMENTS

(1) Section 2A(1). In the distribution of approved overtime, the Employer will provide the employee with advance notice whenever possible. Any employee requested to work overtime outside the basic workweek will be notified at least one day in advance. When overtime is to be performed on a holiday, at least two days notice will be given. The notice periods may be waived in cases of emergency requirements for overtime.

(2) Section 2A(2). When an employee is scheduled for training and an unforeseen condition arises which requires the employee to work overtime during that period, the supervisor will consider cancelling the training and rescheduling it at a later date.

(3) Section 2F. Suitable records of overtime declined shall be maintained by the Employer. On request, these records may be reviewed by the Union. Normally, employees of a higher grade shall not be used to perform functions below their grade level on overtime.

(4) Section 2G. Overtime will be scheduled on a voluntary basis whenever possible. No employee will be required to work overtime without compensation, either overtime pay or compensatory time off, as appropriate.

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 DLA Council agree that within the perimeters set forth in Sections 2 through 5, the establishment of administrative leave procedures and the administration of this Article are matters for negotiation at the PLFA level.

SECTION 2 - REGISTRATION AND VOTING

With the exception of those instances when the polls are open for 2 hours before or after the employee's scheduled tour of duty, an employee who desires to vote shall be authorized administrative leave for that purpose.

SECTION 3 - INCLEMENT WEATHER OR EMERGENCY CONDITIONS

A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the PLFA:

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

Employees who are veterans may be granted administrative leave not to exceed 4 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.

SECTION 5 - BLOOD DONATION

Provided that it is approved in advance, employees shall be granted administrative leave not to exceed 4 contiguous hours in a workday for the purposes of making blood donations and recuperating from donating blood.

SECTION 6 - LABOR DISPUTES IN PRIVATE PLANTS

When employees are prevented from working because of temporary shutdowns due to labor disputes at a private plant to which they are assigned, every effort will be made to assign them to other work. If that is not possible, such employees may be dismissed without charge to leave for a maximum of 5 days.

ARTICLE S-22

ADMINISTRATIVE LEAVE

(1) Section 3. Inclement Weather or Emergency Conditions.

A. Base Closure Before Commencement of the Workday.

If a nonworkday is declared prior to the commencement of the workday, due to inclement weather or other emergency conditions, all eligible employees except those considered essential will be granted excused absence for the period indicated by the order.

B. Base Closure After Commencement of the Workday.

If, after commencement of the workday, normal operations are interrupted by unanticipated events beyond the control of management, the Employer may order a full or partial shutdown of operations. Employees who are in a duty status at the time of the shutdown and who cannot be utilized elsewhere in another element of the activity will be released without charge to leave or loss of pay.

C. Base Remains Open.

When severe adverse weather conditions exist and the post of duty is not closed, the Employer agrees to consider granting excused absence on a case-by-case basis to any employee delayed or unable to get to work after making every reasonable effort. In cases of delay of two hours or less, the immediate supervisor will generally determine whether excused absence will be granted. For absences in excess of two hours and up to the entire workday, excused absence may be granted by an official not lower than one organization level below the Commander, or Head of a Headquarters Principal Staff Element.

ARTICLE 23

LEAVE OF ABSENCE WITHOUT PAY TO SERVE AS A NATIONAL UNION OFFICIAL

A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of National Officer 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 National Union Representative. No more than three representatives may be approved by the Agency. The Agency shall be given not less than 60 days advance notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Agency. To the extent of its authority, the Agency shall place the employee upon his/her return in the position the employee left, or one of like seniority, status, grade and pay.

ARTICLE S-23

LEAVE OF ABSENCE WITHOUT PAY TO SERVE AS A NATIONAL UNION OFFICIAL

No supplementation required.

ARTICLE 24

ANNUAL LEAVE

SECTION 1

Accrual of annual leave is a right of the employee. The Agency 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. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays and attendance at funerals.

SECTION 2

When leave has been requested and approved, the Agency 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 of the reason for the change as soon as practicable after the need for the change has been determined. Every effort shall be made to accommodate the employee to reschedule his/her leave.

SECTION 3

In an emergency the employee must contact his/her supervisor or the supervisor's designated representative as soon as possible and request annual leave. Normally, emergency annual leave will be granted on an individual case-by-case basis. The Agency will have a person available during each shift who has the authority to grant requests for emergency leave.

SECTION 4

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.

ARTICLE S-24

ANNUAL LEAVE

No supplementation required.

ARTICLE 25

SICK LEAVE

SECTION 1

Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his/her immediate family who is ill with a contagious disease and, when through exposure to it, the presence of the employee at work would jeopardize the health of others.

SECTION 2

Administratively acceptable supportable evidence of illness in connection with sick leave and administration of this Article are matters for negotiation at the PLFA level.

SECTION 3

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

SECTION 4

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 doctor'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 5

The Agency and the DLA Council recognize the privacy of the information, including sick leave, contained on individual leave

and earnings statements. They agree that these statements will be handled in a practical but discreet manner. Procedures to effectuate this objective shall be established at the PLFA in accordance with the circumstances attendant to each local situation.

SECTION 6

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.

ARTICLE S-25

SICK LEAVE

(1) Section 1. Approval of sick leave for prearranged medical, dental or optical examination will be requested in advance as soon as possible after the employee is aware of the date of the appointment. Sick leave absence because of illness, injury, or other circumstances of incapacity which cannot be anticipated in advance must be reported as soon as possible to the immediate supervisor or designated representative after the beginning of the illness but normally no later than two hours after the start of an employee's regular shift on the first working day of the absence. Failure to provide the necessary notification may result in an employee's absence being charged to annual leave or absence without leave, and/or administrative action as the circumstances may justify.

(2) Section 2A. Sick leave of more than three consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, a statement signed by the employee showing satisfactory evidence of incapacity will be accepted in lieu of a medical certificate. A medical certificate or employee's certificate must be submitted to the employee's supervisor within one week after return to duty. Medical or employee's certificate may be required every two weeks during illnesses of long duration. The certificate must cover all absence beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the certificate.

(3) Section 2B. When a supervisor has indications that an employee may be abusing the sick leave privilege, the employee may be required to furnish a doctor's certificate for every absence chargeable to sick leave. Such requirement must be made in writing and must include:

(1) The reasons for requiring the certificate.

(2) A statement that improvement in the employee's sick leave record can serve to cancel the requirement.

(3) A statement that claimed sick leave not supported by a doctor's certificate may result in the absence being charged to absence without leave (AWOL) and in possible disciplinary action.

(4) Section 4. Sick leave may normally be advanced to a career or career-conditional employee provided:

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 doctor'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 and all annual leave that may otherwise be subject to forfeiture is used before the date the advanced leave is to begin.

D. The employee's accrued sick leave has not been repeatedly exhausted or maintained at a negligible amount by the repeated use of sick leave for minor illness involving periods of five days or less.

ARTICLE 26

USE OF LEAVE FOR MATERNITY/PATERNITY

SECTION 1 - GENERAL

The Agency agrees to follow a liberal leave policy in granting requests for leave in connection with childbirth or adoption.

SECTION 2 - USE OF LEAVE

A. Sick leave shall be granted upon request for the period of incapacitation due to pregnancy and confinement, provided that the employee has sick leave available. The employee may also request and be granted annual leave or leave without pay instead of sick leave for the period of incapacitation.

B. Additional periods of annual leave or if she has an insufficient balance, leave without pay, may be granted for a non-incapacitated period.

C. A male employee may be granted annual leave or in the absence of an adequate balance, leave without pay for the purpose of aiding, assisting or caring for the mother of his child or minor children while she is incapacitated for maternity reasons. In an emergency situation the Agency, commensurate with the emergency, may grant additional leave requested based on workload considerations. The employee may also request additional annual leave or, if he has an insufficient balance, leave without pay for the period of incapacitation.

D. An employee may be granted annual leave or leave without pay, as appropriate to the individual case, to carry out parental responsibilities in connection with the adoption of a child.

ARTICLE S-26

USE OF LEAVE FOR MATERNITY/PATERNITY

(1) Section 1. The Employer will also give full consideration to annual leave requests made in connection with responsibilities related to the care or parental responsibilities of minor children (under 18 years of age). A liberal leave policy will be followed in connection with these requests provided (1) the employee provides evidence satisfactory to the Employer regarding the need for the leave, and (2) the employee's services can be spared without disruption of the organization's mission and workload.

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 - SUPPLEMENTAL AGREEMENT

The parties at the PLFA level will negotiate provisions to resolve administrative problems in connection with implementing this Article.

ARTICLE S-27

COURT LEAVE

No supplementation required.

ARTICLE 28
OFFICIAL TRAVEL

SECTION 1 - GENERAL

A. The Agency and the DLA Council agree:

1. That within the perimeters set forth in Sections 2 through 5, the establishment of procedures and the administration of this Article are matters for negotiation at the PLFA level.

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.

B. Payment of per diem or actual expense allowances, 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 (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 PLFA 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 them or actual expense allowance is less than the per them 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 them 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

A. Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate Accounting and Finance Office.

ARTICLE S-28

OFFICIAL TRAVEL

(1) Section 5D. In the absence of Government-owned/leased or common carrier facilities, or as otherwise authorized, employees on TDY may utilize taxicabs under the circumstances specified in Chapter 2, Part C, of the DoD Joint Travel Regulations.

(2) Section 7. Although an employee may not be required to utilize Government quarters, when adequate Government quarters are determined to be available but not used, the payment of the quarters portion of the per diem or actual expense allowances of the traveler will not be made except under the conditions specified in the DoD Joint Travel Regulations (JTR). Under the provisions of the JTR, the Commanding Offier of the activity, at the point of temporary duty, is the official responsible for determining whether adequate Government quarters are available for TDY travelers. The adequacy determining official will be expected to make such a determination based on standards that are no less than the minimum prescribed by DoD Instruction 4165.47. Disagreements concerning the adequacy of quarters may be brought to the attention of the Employer who will make a good faith effort to resolve such disagreements. Final decision, however, will rest with the Commander at the temporary duty station.

B. The resolution of financial computations shall be a matter solely between the employee and the PLFA Accounting and Finance Office. The employee shall be permitted to resolve this matter during his/her regularly scheduled work hours without loss of pay or charge to leave.

ARTICLE 29

REASSIGNMENTS AND DETAILS

SECTION 1 - GENERAL

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. Normally, an employee will be advised at least 15 calendar days prior to an Agency directed reassignment or 7 calendar days prior to a detail that is expected to last more than 30 calendar- days.

D. Procedures may be negotiated at the PLFA level to cover issues involving "interstation transfers" for convenience of employees or filling vacancies by volunteers, etc.

SECTION 2 - REASSIGNMENTS

A. The Agency 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.

B. The Agency will ensure that the needs of physically handicapped employees are considered in reassignment actions.

SECTION 3 - DETAILS

A. Details are a way of broadening experience and demonstrating ability to perform at a higher level. Handicapped employees serving under excepted appointments may be considered for details.

B. An official record shall be made by the Agency of any detail over 30 days. For any detail over 30 days, the Agency 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 furnished to the employee.

C. An employee, upon request, may have a detail of less than 30 days made a matter of record in his/her OPF.

D. Details will be used judiciously and will be terminated as soon as the need for the detail no longer exists.

E. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he/she shall be temporarily promoted.

ARTICLE S-29

REASSIGNMENTS AND DETAILS

No supplementation required.

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 Agency uses FPM Chapter 351 procedures it must follow them in all respects. Some situations which may require the use of reduction-in-force procedures are:

A. When management deliberately changes duties assigned to an employee;

B. 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

C. When there is an assignment to an occupied position in a different competitive level which involves bumping or retreating.

SECTION 3 - 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 PLFA, 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 4 - NOTIFICATION OF REORGANIZATION

The PLFA shall provide the appropriate DLA Council Local with not less than 30 calendar days notice prior to effecting reassignment actions resulting from the reorganization in order to afford the DLA Council Local an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. 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.

ARTICLE S-30

REORGANIZATION

No supplementation required.

ARTICLE 31

REDUCTION-IN-FORCE

SECTION 1 - DEFINITION

A "reduction-in-force" occurs when the Agency 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 Agency 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 FPM Chapter 351.

SECTION 2 - STATEMENT OF PRINCIPLES

When the PLFA 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, and positive placement efforts.

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 Agency.

A. The PLFA will use every good faith effort to notify the President of the appropriate DLA Council Local of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for implementation of the reduction-in-force. Attendant to the circumstances of the situation prior to the effective date, the period of notice will be at least 60 calendar days.

B. Affected employees will be notified not less than 30 and, normally, not more than 90 calendar days prior to the effective date.

SECTION 4 - DOCUMENTATION

Following notification of a reduction-in-force, the PLFA shall furnish to the DLA Council Local, upon request, any relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act limitations.

SECTION 5 - EFFECTIVE DATE

The PLFA 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 he/she desire to have Union representation.

SECTION 6 - OFFER OF POSITION

A. The PLFA shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with FPM Chapter 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. Employees reassigned or demoted by reduction-in-force may, within the specified time period for reply, request in writing assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within 15 work days.

SECTION 7 - RESPONSE TO OFFER

Employees shall respond to an offer of employment in another position in writing within the specified time period after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period to be provided for an employee's response will be negotiated locally.

SECTION 8 - COMPETITIVE LEVELS AND RETENTION REGISTERS

The PLFA shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A DLA Council Local official and 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 Civilian Personnel Office for at least 1 year following the effective date of the reduction-in-force.

SECTION 9 - SEPARATION

The PLFA 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 by a representative of the PLFA on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

SECTION 10 - WAIVER OF QUALIFICATIONS

In accordance with applicable regulations, when the PLFA is unable to offer an assignment, the PLFA 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 PLFA determines the employee is able to perform the work of the position without undue interruption to the mission of the Agency and the employee meets any OPM-established minimum education requirements.

SECTION 11 - INFORMATION TO EMPLOYEES

Upon request, the PLFA shall provide information needed by employees to understand fully the reduction-in-force and how and why they are affected. The PLFA shall provide equitable treatment for all employees and make every 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 PLFA will freely advise the employee of any prospective retirement rights.

SECTION 13 - COMPETITIVE AREA

The competitive areas will be negotiated at the PLFA level in accordance with applicable laws, rules, and regulations.

SECTION 14 - DISPLACEMENT

The PLFA 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 PLFA will review the possibility and feasibility of redesigning a vacant position.

SECTION 15 - RELOCATION

In connection with a reduction-in-force and where applicable, the Agency agrees to grant official time and to pay relocation expenses as provided by appropriate regulation.

ARTICLE S-31

REDUCTION IN FORCE

(1) Section 13. Competitive areas for reduction-in-force purposes will be as specified in the Employer's Reduction-in-Force regulation.

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. DLA Headquarters will provide notification to the DLA Council of AFGE Locals not less than 60 calendar days prior to the effective date of any approved transfer of function. The DLA Council may waive this notification period.

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

1 . Provide the appropriate DLA Council Local 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 in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.

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

4. Give any employee 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. Transfers of function within competitive areas or commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.

5. Attendant to the circumstances of a particular transfer of function, the PLFA will make every good faith effort in dealing with the activity gaining the function to have that gaining activity provide affected employees with 30 calendar days to respond to a specific job offer.

6. Make every effort to place affected employees in vacant positions for which they qualify in the same commuting area

and/or in the same competitive area.

SECTION 3 - DOCUMENTATION

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

SECTION 4 - RELOCATION IN CONNECTION WITH A TRANSFER OF FUNCTION

The Agency shall, as provided by appropriate regulation, grant official time (including travel and per diem) to afford the employee the opportunity to find housing and shall pay relocation expenses.

ARTICLE S-32

TRANSFER OF FUNCTION

No supplementation required.

ARTICLE 33

CONTRACTING OUT

SECTION 1 - NOTIFICATION OF CONTRACTING OUT

A. The PLFA will notify DLA Council 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 PLFA will be involved in that work, the Agency will notify the DLA Council.

B. The PLFA will provide to the DLA Council Local such information concerning the contracting out study as requested by the Local so long as the information is not restricted by law or other prohibitive measures.

SECTION 2 - NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT

Upon award of a contract that will adversely affect members of the bargaining unit, the PLFA will notify the DLA Council Local. When it is known that more than one PLFA will be involved in the work to be contracted, the Agency will notify the DLA Council Executive Board. The DLA Council Local may, within 15 calendar days, request negotiation with the PLFA in accordance with 5 U.S.C. §§ 7106(b)(1), (2), (3) of the Civil Service Reform Act.

ARTICLE S-33

CONTRACTING OUT

No supplementation required.

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. No employee will be subject to a disciplinary or adverse action except for just and sufficient cause.

E. Disciplinary and adverse actions will be taken in a reasonable period of time, attendant to the circumstances of the individual case, after the occurs which is the basis for 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.

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 recorded by the supervisor on the employee record card (SF 7B), or attached sheet as is appropriate, and the employee will be so advised. Information concerning oral admonishments will not remain on the SF 7B more than 12 months.

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

A. When the Agency proposes to reprimand an employee or to suspend an employee for 14 calendar days or less, the following

procedures will apply:

1. In cases of suspensions of 14 calendar days or less, the Agency will give the employee at least 20 calendar days written notice of the proposed action.

2. In cases of written reprimands, the Agency will give the employee at least 14 calendar days written notice of the proposed action.

3. Notices will state the nature and specific reason(s) for the proposed action.

4. In cases of proposed suspensions of 14 calendar days or less, 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.

5. In cases of proposed written reprimands, the Agency will give the employee at least 7 calendar days to respond orally and/or in writing and furnish materials to support the reply.

6. Notices will inform the employee of his/her right to consult with a member of the servicing Civilian Personnel Office staff regarding procedural adequacy of the proposed action and of the employee's right to reply.

7. Notices will inform the employee of his/her right to representation.

8. 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.

9. If any materials relied upon to support the reasons for the proposed action are not attached to the advance notice, the employee will be advised where this material can be reviewed. Any material/evidence which is not disclosable to an 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/appeal rights in accordance with Section 6 of this Article.

C. Letters of reprimand together with any reply 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 reprimands 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 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 - LETTER OF WARNING AND INSTRUCTION

A. A letter of warning and instruction is not a disciplinary action, as, but may be used to clarify procedure, issue specific instruction, or 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. A copy will be attached to the employee's SF 7B and the employee so notified. Information concerning the letter of warning shall not remain on the employee's SF 7B 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).

ARTICLE S-34

DISCIPLINARY AND ADVERSE ACTIONS

No supplementation required.

ARTICLE S-35

Not Used

No supplementation required.

NOT USED

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 PLFA GRIEVANCE PROCEDURES

A. DLA Council Locals and PLFAs 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. Any such locally negotiated procedures must provide for the final Agency decision to be made within the PLFA. Procedures will not provide for further review at the DLA Headquarters level.

B. In the event either the DLA Council Local or the PLFA 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. **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.

B. **DLA Council Local or PLFA Grievance**

A grievance by a DLA Council Local or PLFA 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 Agency regulations covering personnel policies and practices and other matters affecting conditions of employment.

C. **Executive Board of the DLA Council or DLA Headquarters Grievance**

A grievance by the Executive Board of the DLA Council 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 DLA Council 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. Nonselection 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. Nonadoption 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.

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 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. This is the exclusive procedure available to bargaining unit employees) for the resolution of grievances.

B. The DLA Council or its local affiliates has the right to act in its behalf or on the behalf of any employees) 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 DLA Council Local. The provisions of Article 1, Section 3 apply as appropriate.

B. An employee or group of employees) 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 DLA Council Local representative is given an opportunity to be present at the grievance proceeding.

C. A DLA Council 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 DLA Council Local will designate a representative from within the PLFA and, whenever possible, from the immediate worksite or office of the grievants. 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 DLA Council 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 provisions of Article 3 of this Agreement. In no case will the Agency grant official time or bear the costs of travel and per them for such representational functions for a DLA Council representative designated from outside the PLFA.

SECTION 8 - PLFA GRIEVANCE PROCEDURE

A. The following procedure shall be adhered to in cases of grievances) filed by an employee, in behalf of an employee, or by the DLA Council Local (Union grievance). 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. Employee grievances concerning formal disciplinary or adverse actions, or removal based upon unacceptable performance grievable under this Article will begin at Step 3. In these cases, the time limit for filing the grievance will be 5 workdays after receipt of the notice of decision.

Step 1. The grievance shall first be taken up orally by the grievant(s) and/or the DLA Council Local representative with the immediate supervisor. The informal grievance must be initiated within 20 calendar days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. A verbal decision will be given to the grievant within 5 workdays after presentation of the grievance.

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 next level of supervision/management. The supervisor/manager will meet with the grievants) and/or the DLA Council Local representative within 5 workdays. The grievant(s) will be provided with a written answer within ten (10) workdays following the meeting.

Step 3. If the matter is still not resolved after receipt of the Step 2 response, the grievance may be presented within 10 workdays by the aggrieved or his/her representative in writing, to the PLFA Commander, through the servicing Civilian Personnel Officer. The Commander will issue a written decision within 10 workdays after receipt of the formal grievance. Such decision will be the final Agency decision for purpose of these procedures.

B. If the PLFA or the DLA Council 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 Agreement. Such request must be made within 20 workdays after receipt of the Step 3 decision.

C. A declaration that a complaint is nongrievable or non-arbitrable will serve to amend the grievance to include this issue and made a matter of record. Disputes of grievability or arbitrability shall be the initial issue considered by the arbitrator as a threshold issue prior to consideration of the grievance submitted for arbitration.

D. 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.

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

SECTION 9 - DISPUTES BETWEEN THE EXECUTIVE BOARD OF THE DLA COUNCIL AND DLA HEADQUARTERS

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

ARTICLE S-36

GRIEVANCE PROCEDURE

(1) Section 4. Matters Excluded. The following matters will be excluded from the grievance procedure in addition to those specified by Article 36, Section 4, of the Master Agreement.

A. Qualification determinations made by Civilian Personnel Office members, subject matter experts as defined in Article 13 of the Master Agreement, or ad hoc panels designated for purposes of rating and/or ranking applicants. Employees determined to be basically ineligible or not among the highly qualified candidates to be considered for position vacancies may request that the Civilian Personnel Officer or his/her designee(s) make a redetermination of his/her qualifications. Such redeterminations shall be final and not subject to the grievance procedure. Upon request, the Union will be given the opportunity to review the record of redeterminations.

B. The interpretation of Agency or higher level regulation or policy. The parties will resolve such disputes by mutually developing a request for interpretation which will be forwarded by the Employer to the office responsible for issuing the regulation or policy in dispute. If agreement cannot be reached on a mutually developed request, the parties may develop separate statements which will be forwarded simultaneously by the Employer to the office responsible for the interpretation. Disagreements concerning the local application, rather than the interpretation of regulation or policy, are, however, grievable under the provisions of this Article.

C. The separation of an employee serving a probationary or trial period. The employee may exercise any other rights available to him/her under law.

D. Any matter outside the administrative control of the Employer.

E. A reduction-in-force action appealable to the Merit Systems Protection Board.

(2) Section 8. Procedures.

A. The procedures specified in Article 36, Section 8A, of the Master Agreement will be followed in processing employee grievances. For purposes of this process, grievances will normally be submitted to the individual designated below:

B. The DLA Council and the Agency 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. The DLA Council or the Agency 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 Agreement.

C. If the matter is not resolved informally:

1. The DLA Council President/Director, DLA (or his 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 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 DLA Council 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 Agreement within 20 workdays following receipt of the response.

SECTION 10 - FAILURE TO MEET TIME REQUIREMENTS

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 employees) called by the Agency 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 Agency shall, upon request, furnish the grievants) with pertinent records, regarding a grievance under this Article, subject to limitations of the Privacy Act.

(1) At Step 2:

FOR	SUBMIT TO
HQ DLA Employees	Division Chief
DASC Employees	Office Chief
DTIC Employees	Directorate or Office Chief

FOR	SUBMIT TO
DFSC Employees	Directorate or Office Chief
Other DLA Activities Serviced by DASC-K	Division Chief

(2) At Step 3 the request must be submitted through the Office of Civilian Personnel (DASC-K) as follows:

FOR	SUBMIT TO
HQ DLA Employees	Head of Principal Staff Element
DASC Employees	Commander
DFSC Employees	Commander
DTIC Employees	Administrator
Other DLA Activities Serviced by DASC-K	Office Head

(3) In cases where the official who would hear the complaint at Step 1 would be the same individual designated by paragraph 8A(1) above to consider the grievance at Step 2, Step 1 of the process may be waived for purposes of expediting resolution of the complaint. Similarly, in cases where the official who would hear the complaint at Step 1 and/or Step 2 would be the same individual designated as the deciding official by Section 8A(2) above, Step 1 and/or Step 2 of the process may be waived for purposes of expediting the grievance process.

(4) Instances may arise where a grievable matter involves issues not under the control of the head of the organization in which the grievant is employed. In these cases, the Step 3 deciding official will be the official cited in Section 8A(2) above who has authority over the matter rather than the employee's organizational head.

(3) Section 8F. Disputes Between the Union and the Employer. Grievances of the nature described in Article 36, Section 10, of the Master Agreement, which involve matters solely between the Union and the Employer rather than individual employee grievances, will be processed as follows:

(1) Within 10 working days of the incident causing the disagreement, 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 Agreement or Supplement 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 respondent of the grievance shall prepare a final written response to the written grievance within fifteen (15) working days following receipt of the grievance.

(3) The grieving party will notify the respondent of acceptance of the final written response or intent to advance the matter to arbitration within twenty (20) workdays following receipt of the response.

ARBITRATION

SECTION 1 - GENERAL

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

SECTION 2 - OPTIONAL PLFA ARBITRATION PROCEDURES

The following Sections of this Article must be adhered to in the settlement of grievances to be resolved through arbitration unless the parties agree to process the grievances in accordance with Article 38 of this Agreement.

SECTION 3 - 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.

SECTION 4 - 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 original cost.

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 shall be requested to render and serve his written decision within 30 calendar days after the conclusion of the hearing. 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 to be resolved.

SECTION 5 - COST OF ARBITRATION

The fee and expenses of the arbitrator shall be borne equally by the parties.

SECTION 6 - 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 7 - 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

NOT USED

ARTICLE S-38

Not Used

No supplementation required.

ARTICLE 39

STAYS OF CERTAIN PERSONNEL ACTIONS

SECTION 1 - GENERAL

An employee has 5 working days after receipt of the notice of decision to file a timely grievance in order to be granted a stay of certain personnel actions.

SECTION 2 - ACTIONS COVERED

An Agency decision to remove a bargaining unit employee under 5 U.S.C. § 4303 or 7512 will be stayed for 90 calendar days or until an arbitrator makes an award, whichever comes first, provided the employee files a timely grievance under Article 36.

SECTION 3 - PROCEDURE

The grievance of the employee shall immediately be advanced to the last step of the grievance procedure under Article 36. The stay shall be contingent upon the reasonable advancement of the grievance through the procedures provided in Articles 36 and 37. Otherwise, the effective date of the removal will be as stated in the notice of final Agency decision.

SECTION 4 - 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 Agency. 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 S-39

STAYS OF CERTAIN PERSONNEL ACTIONS

(1) Section 2. Other adverse actions as defined in Article 34, Section 1B of the Master Agreement will be stayed for 90 calendar days from the date of the Employer's decision notice to effect the decision or until an arbitrator makes an award, whichever comes first, provided the employee files a timely grievance under the provisions of the Master Agreement and this Supplement.

(2) Section 4. This Article will not apply where there is sufficient evidence that the stay may (1) be injurious to the employee, his/her fellow workers, or the general public, (2) result in damage to Government property, or (3) compromise national security or the internal security practices of the Agency. Neither will this Article apply where there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

PERSONNEL RECORDS

SECTION 1 - GENERAL

The Agency 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 and this is used primarily by the Civilian Personnel Office in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services.

B. The Agency shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF.

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

D. Each employee and/or his/her 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 Agency.

E. An employee will be afforded the opportunity to put into the OPF any statement he/she wishes to make about unfavorable information contained in the OPF.

F. Upon request, an employee will be entitled to have a single photocopy without charge of each document within his/her OPF.

G. Authorized personnel, not employed by the Agency, 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.

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

I. 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.

will be returned to the employee for final disposition by the employee.

SECTION 3 - EMPLOYEE RECORD CARD (SF 7B)

A. The SF 7B and any attachments will be used by supervisors as a source of data to initiate requests for personnel actions, to plan and schedule employee training, to counsel employees on their performance, as a basis for proposing commendations or disciplinary actions, and to carry out their personnel management responsibilities in general.

B. Each employee and/or his/her designated representative, who has been so designated in writing by the employee, shall, upon request, be permitted to review any document appearing in his/her SF 7B. The SF 7B will be maintained in accordance with the requirements of DLAR 1444.2, except as otherwise modified by this Agreement.

SECTION 4 - CONTROL OF RECORDS

Personnel records referred to in this Article will be maintained in such a manner so as to prevent disclosure to individuals who do not have an official need for the information.

ARTICLE S-40

PERSONNEL RECORDS

(1) Section 2J. For purposes of this Supplement, the term adverse material, as used in Article 40, Section 2J of the Master Agreement, shall mean letters of reprimand or any material related to the effecting of an adverse or disciplinary action as defined in Article 34 of the Master Agreement which is removed from an employee's official personnel folder.

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 DLA Council 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 DLA Council Local. If this occurs, the DLA Council 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. In this case the termination becomes effective on the date as presently determined by local negotiation.

SECTION 4 - PROCESSING PAYROLL ALLOTMENTS

A. Payroll allotments shall be processed at no cost to the DLA Council Local or the employee.

B. The effective dates of the pay periods for deducting dues from employees and/or for terminating deductions of dues from employees, as well as the dates after the pay periods for remittances to the DLA Council Local of the amounts deducted, shall be in accordance with local arrangements.

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.

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 DLA Council Local.

2. The term "servicing payroll office" refers to the PLFA Accounting and Finance Office which is 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 DLA Council Local.

B. The Agency and the DLA Council agree that:

1. Within the perimeters set forth in Sections 2 through 4, establishment of procedures and the administration of this Article are matters for negotiation at the PLFA level.

2. The DLA Council Local and the PLFA are each responsible for fully informing the employee that his/her authorization for a payroll allotment:

a. Is completely voluntary; and

b. Cannot be revoked for a period of 1 year from the effective date thereof, or at intervals of 1 year as set by negotiations at the PLFA level.

SECTION 2 - AUTHORIZATION OF PAYROLL ALLOTMENT

A. Only one payroll allotment shall be authorized for an employee.

B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, shall be used. The DLA Council Local shall purchase and distribute this form to the employees.

C. The DLA Council Local shall furnish the PLFA with written notification of the name and title of the DLA Council Local official who is designated to sign the certification on the SF 1187.

D. The DLA Council Local shall be responsible for furnishing the servicing payroll office with a certified schedule of payroll allotments supported by completed Standard Forms No. 1187 signed by the designated DLA Council Local official and the employees.

E . The payroll allotment shall be in an amount determined mutually by the DLA Council Local and the employee executing the SF 1187.

ARTICLE S-41

PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

(1) Section 1C. In addition to those responsibilities specified in the Master Agreement, the Union agrees to assume the responsibilities for:

(1) Informing and educating its employee-members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.

(2) Informing the servicing payroll office, in writing, of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within 15 days of the date of receipt of final determination.

(2) Section 1D. In addition to those responsibilities specified in the Master Agreement, the Employer agrees to be responsible for:

(1) Notifying the employee-member and the Union official to whom the remittance is sent when an employee-member is not eligible for an allotment.

(2) Correcting administrative errors discovered in remittance checks and making appropriate adjustments in the next remittance check issued to the Union.

(3) Section 4B. The effective dates for actions under this Article are as follows:

(1) Starting dues withholding: Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187 in payroll office.

(2) Change in amounts of dues: Beginning of first pay period after receipt of certification in payroll office but not more frequently than once every 12 months.

(3) Revocation by employee: A bargaining unit employee may not revoke his/her authorization for payroll allotment for at least one year from the effective date such withholding began. Following receipt in the payroll office of a revocation notice, such notice will be effective either (a) the beginning of the first pay period following its receipt or (b) the beginning of the first pay period following one year from the date withholding began, whichever is later.

(4) Termination due to loss of membership in good standing: Beginning of first pay period after date of receipt of notification in payroll office.

(5) Termination due to loss of exclusive recognition upon which allotment was based: Beginning of first pay period following loss of recognition.

E. After each pay period the servicing payroll office shall remit a check to the DLA Council Local for the payroll allotment deductions together with the following:

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) Termination due to separation or transfer: (a) If action is effective first day of pay period, termination of allotment will be at end of preceding pay period. (b) If action is effective on any day other than first day of pay period, termination of allotment will automatically be at end of such pay period.

(4) Section 5. Notwithstanding any request for modification of this Article, the parties agree that except upon direction of appropriate authority (outside the Agency) dues allotments will continue to be withheld as provided for in this Article until such time as the parties conclude a superseding signed Agreement, whether separately or as part of a general Labor-Management Agreement which provides the dues withholding.

ARTICLE 42

LABOR-MANAGEMENT TRAINING

SECTION 1 - UNION SPONSORED TRAINING

It is to the advantage of both the Agency and the DLA Council if Council officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Consequently, Council officers and stewards may be granted reasonable amounts of administrative leave to attend AFGE-sponsored training sessions or other training courses which are available at no cost to the Government, either for tuition or for travel and per diem.

ARTICLE S-42

LABOR-MANAGEMENT TRAINING

(1) Section 2. Union officials or representatives may be excused without charge to leave to attend AFGE-sponsored training courses or other labor-management training sessions which are available to the Union at no cost to the Employer, provided workload requirements permit and the subject matter of such training is of mutual concern to the Employer and the Union in its capacity as representative of the employees of the Bargaining Unit. Request for excusal for any individual under the provisions of this section will be submitted sufficiently in advance to the Civilian Personnel Officer or his/her designated representative and will include the agenda covering the training to permit a determination by the Employer as to the mutual benefit of the absence. For purposes of such attendance, the Employer shall authorize composite administrative leave not to exceed 144 hours during any calendar year. Within such composite administrative leave, the leave authorized to any individual employee shall not exceed 40 hours.

ARTICLE 43

COPIES OF AGREEMENT

SECTION 1

Booklet copies of this Master Agreement/changes shall be provided by the Agency to each employee in the bargaining units. The DLA Council shall be furnished 500 copies to meet its needs.

SECTION 2

The expenses for printing and distribution of this Agreement/changes shall be borne by the Agency.

SECTION 3

New employees will be given a copy of this Master Agreement/changes and a local supplement, as appropriate, by the PLFA at the time the employee is being processed for employment.

ARTICLE S-43

COPIES OF AGREEMENT

(1) Section 4. A copy of this Supplement and any subsequent amendments will be distributed by the Employer to each employee in the bargaining unit. The cost of printing and distributing this Supplement will be borne by the Employer. Three hundred (300) copies will also be furnished, without cost, to the Union for its use. Additional copies requested by the Union will be subject to negotiation.

SUPPLEMENTATION

SECTION 1 - AUTHORITY OF THE MASTER AGREEMENT

This Agreement is a Master Agreement. Any supplemental agreements shall not delete, modify, nullify, or conflict with any provision, policy or procedure in this Agreement.

SECTION 2 - INTERPRETATION AND APPLICATION OF THE MASTER AGREEMENT AT THE PLFA LEVEL

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

SECTION 3 - EXISTING LOCAL LABOR-MANAGEMENT AGREEMENTS

Except as provided for in MOUs Number 90-1, 90-2, and 90-3, described in Attachment 2, all supplemental agreements currently in effect which do not conflict with this Master Agreement shall remain in full force and effect until a supplementary agreement has been negotiated.

SECTION 4 - APPROPRIATE MATTERS FOR LOCAL NEGOTIATION

All matters not in conflict with this Agreement are appropriate material for negotiations at the local level but shall only be binding upon the parties at the PLFA.

SECTION 5 - RESOLUTION OF LOCAL NEGOTIATION DISPUTES

Disputes between the local parties over whether agreement proposals or counterproposals are subject to negotiations at the PLFA will be referred to Headquarters DLA and the DLA Council Executive Board. When a dispute has been submitted to HQ DLA and the DLA Council, the proposal at issue will be held in abeyance pending final determination of the dispute. If HQ DLA and the DLA Council cannot resolve the dispute, either of these parties may submit the matter to binding arbitration.

SECTION 6 - ONE CONTRACT AT EACH PLFA

A. There shall be a single supplemental agreement at each PLFA covering all employees of that PLFA which are represented by the DLA Council, except as provided in Section 7 of this Article.

B. Where cross-servicing arrangements exist under which the Commander of one PLFA (the host activity) makes policy determinations and issues personnel regulations which are applicable to employees of another PLFA (the serviced activity), a single agreement covering the eligible employees of both PLFA may be negotiated if all parties concerned mutually agree to do so.

C. Whenever a single agreement covering more than one DLA 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 on official time (including travel and per diem).

SECTION 7

A. With regard to the Defense Reutilization and Marketing Region (DRMR) Ogden, Columbus, and Memphis, bargaining units, should any portion of these units become a part of either of the consolidated bargaining units the parties agree that the collective bargaining agreement which is in effect for the DRMR units will continue to apply to the affected employees. Any renegotiation of the existing DRMR agreement, as it applies to DRMR Ogden, Columbus, and/or Memphis employees who have become a part of the consolidated unit(s), will be patterned after the provisions of the Master Agreement, however, exceptions to the Master Agreement are authorized consistent with the unique needs and considerations of the DRMR mission and organization.

B. The provisions of Section 6 of this Article are not mandatory with respect to the Defense Reutilization and Marketing Service (DRMS) and that portion of the consolidated bargaining unit at the Defense Reutilization and Marketing Office (DRMO) Guam.

ARTICLE S-44

SUPPLEMENTATION

No supplementation required.

ARTICLE 45

DURATION AND TERMINATION

SECTION 1: This agreement shall remain in effect for a period of 3 years from May 14, 1997, until May 14, 2000, and shall automatically be renewed for an additional period of 3 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 the Agreement between 90 to 60 calendar days prior to May 14, 2000.

SECTION 2: This Master Agreement consists solely of 45 Articles, with Article 18 as amended by the July 10, 1996, Memorandum of Understanding and the May 14, 1997, Memorandum of Agreement.

SECTION 3: This agreement is executed and binding on the parties as of May 14, 1997.

FRANK L. LAKIS
President
DLA Council of AFGE Locals

GEORGE T. BABBITT
Lieutenant General, USAF
Director

MAY 14 1997

Date

ARTICLE S-45

DURATION AND TERMINATION

(1) Section 6.

A. The provisions of this Supplemental Agreement will be effective upon signature of the parties.

B. This Supplemental Agreement shall remain in effect for a three-year period from the date of signature and shall be automatically renewed for an additional period 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 the Supplement between 90 to 60 calendar days prior to its scheduled expiration date.

NEGOTIATING TEAMS

FRANK M. SCUTCH	DASC	NANCY L. DIBBLE	DLA Council Local 2449
FRANCIS J. BOYLE	DFSC	ROBERT M. AHRENS	DLA Council Local 2449
STEVE E. RALSTON	DTIC	LORETTA BOWMAN	DLA Council Local 2449
WILLARD B. SMITH	DLA-S	BARRY J. DIBBLE	DLA Council Local 2449

Signed this the 23rd day of June, 1988, in Alexandria, Virginia.

JAMES E. BICKFORD
Brigadier General, USA
Commander, DFSC

NANCY L. DIBBLE
President
DLA Council AFGE Local 2449

JAMES J. SINGSANK
Colonel, USA
Commander, DASC

KURT N. MOLHOLM
Administrator
DTIC

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