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PREAMBLE

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

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

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

ARTICLE 1
PARTIES TO THE AGREEMENT AND BARGAINING UNITS COVERED

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1.

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

SECTION 2.

The Employer shall effectively enforce all provisions of the Civil Service Reform Act of 1978 that it has a statutory duty to enforce; but it will not enforce any government-wide rule or regulation enacted after the effective date of this Master Agreement that conflicts with the provisions of this Agreement. Existing and future DLA personnel rules, regulations, and policies, properly implemented, shall apply to the parties and unit employees once the Employer's labor relations obligations, if any, are satisfied. In the event that personnel policies, regulations or rules of the Employer conflict with this Agreement, the terms of this Agreement will be controlling.

SECTION 3.

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

SECTION 4.

Nothing in this Agreement shall impinge upon, negate, reduce or detract from the rights and privileges that are vested in the Employer by virtue of the provisions of 5 U.S.C. 7106, "Management Rights." Unless expressly stated in written form, any permissive subject of bargaining within the Union's discretion may be bargained only at the level of recognition.

SECTION 5.

Any prior benefits, practices and/or memoranda of understanding which were in effect on the effective date of this Agreement at any level (national, council, and/or local), shall remain in effect unless the language conflicts with the new Master Labor Agreement or in accordance with 5 U.S.C. Chapter 71. Local Agreements must have been approved by the parties at the national level in accordance with Article 38 of this agreement.

ARTICLE 3
UNION REPRESENTATIVES AND OFFICIAL TIME

SECTION 1. COUNCIL OFFICERS

- A. The Employer agrees to recognize Council 169's Executive Board, as specified in the Council's Constitution. The official time and travel/per diem provisions of this MLA are limited to a maximum of nine Executive Board members.
- B. Council 169 will keep the Employer informed of the names and addresses of the Council Executive Board.
- C. The Employer agrees to provide reasonable amounts of official time to Council 169 Executive Board members who are DLA employees to perform their duties as national officers. Such time will be limited to the purposes authorized in this agreement and will be requested and approved prior to its use.

SECTION 2. COUNCIL 169 LOCALS

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

SECTION 3. OFFICIAL TIME

- A. General
 - 1. "Official time" means time granted by the Employer to a bargaining unit employee whose name has been provided in accordance with Section 1 or 2 of this Article as being an elected, designated, or appointed officer or representative of the Council 169 Executive Board or Council 169 Local to perform representational functions defined in paragraph 2 below, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay, and is considered hours of work. Except as otherwise restricted in this Agreement representational functions performed while on official time include travel and per diem.
 - 2. "Representational functions" means the following authorized activities:
 - a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
 - b. Participation in formal discussions.
 - c. Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
 - d. Preparation for and attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
 - e. Participation on committees or panels as authorized by this Agreement.
 - f. Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
 - g. Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.
- B. Use of Official Time. The Employer and Council 169 share the mutual responsibility of ensuring that official time is used only for purposes authorized in this agreement. The Employer and Council 169 support the prudent use of official time and will authorize only the amount necessary to complete the authorized representational function.

1. Council Officers. The Council 169 President will be on 100 percent official time. Up to nine members of the Council 169 Executive Board who are DLA employees will be authorized reasonable official time to perform representational functions. Council Officers will normally request release for each incidence of official time, using Appendix A. In the event that the Council 169 Executive Board member is also a local Union official, the limits on official time established below will apply. It is expected that Executive Board members can maintain effective contact with Employer Headquarters officials and Council 169 officials through the official facilities provided by this Agreement. It is incumbent upon Executive Board members to make every effort to resolve matters concerning the implementation and application of this Agreement without incurring travel expenses. The Employer shall pay per diem and travel for official labor management functions in instances aside from those described above where no other alternative exists but for a Council 169 Executive Board member to be authorized travel to another DLA location. Such travel will be authorized and approved by the HQ DLA Human Resources Office.

2. Local Representatives. Official Time FTE's will be allocated based upon the actual or projected bargaining unit members at the locations listed below at the time this agreement is made. The number of FTE's will be reviewed and adjusted annually on the anniversary date of this MLA based on represented population, unless a significant change in population necessitates a mid-year review. The number of official time FTEs is determined based upon the following schedule:

Location	Official Time FTEs
DLA Disposition Services Field	1
National Capital Region (including all DLA Installation Support sites)	2
Battle Creek, Michigan	2
Philadelphia	4
Richmond	4
Columbus	3.5
DLA Distribution HQ/DDSP (both DDSP sites)	4
DDJC	4
DLA Sites:	
Oklahoma City*	2
Ogden*	1
Warner Robins*	2
DLA Locations not listed above	
250-500	1
501-1000	2
1001 or more	4
Council President Designation**	.5

* Based upon SS&D projections of 265 for Warner Robins, 188 for Ogden and 207 for Oklahoma City. Revised numbers become effective when Supply, Storage and Distribution functions transfer to DLA.

**The Council 169 President will advise the Employer on a semi-annual basis of the location to which he/she will assign use of this .5 FTE. It may be allocated as one .5 FTE or two .25 FTE.

The Union may choose to use the FTEs as 100% official time, 50% official time, or combinations thereof. The parties intent is that most representational work will be accomplished by representatives on block grants of official time. Accounting for all block grants of time will be accomplished using Appendix B.

Other local officials/stewards will normally request release for each incidence of official time, using Appendix A. Requests for official time using Appendix A may not be used in a manner that replicates the

effect of a block grant of official time. Use of Appendix A is not required for very brief uses of official time (5 minutes or less) such as responding to an individual e-mail message or answering a phone call. Such use of official time without Appendix A is limited to 15 minutes per day. The supervisor will assess workload and the reasonableness of the official time request. If the official time is disapproved due to workload reasons, the supervisor will indicate when approval can be granted.

The amounts in the table above may be increased by 50% for each local that elects to forego Appendix A official time. Such elections must be made in writing and submitted to the Employer within 60 days of the effective date of this agreement. The election is for one year and may be changed within 30 days prior to the anniversary date of this MLA. In the event a local elects to exercise this option, limited amounts of official time under Appendix A may be authorized for extenuating circumstances. Such use of Appendix A official time may not exceed 200 hours per local per year.

SECTION 4. REPRESENTATION

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

ARTICLE 4 RIGHTS AND RESPONSIBILITIES

SECTION 1. UNION RIGHTS

In addition to those stated in this Agreement, are as stated in Title 5 U.S.C. Chapter 71.

SECTION 2. MANAGEMENT RIGHTS

In addition to those stated in this Agreement, are as stated in Title 5 U.S.C. Chapter 71.

SECTION 3. EMPLOYEE RIGHTS

Employees will be treated in accordance with Title 5 U.S.C, Section 2301, Merit Principles. Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. The Employer and the Union agree to assure that employees are apprised of their rights under this Section and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union and its Locals.

SECTION 4. EMPLOYEE RIGHT TO PARTICIPATE

Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of Council 169.

SECTION 5. EMPLOYEE CONCERNS

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

SECTION 6. INVESTIGATIVE INTERVIEWS

- A. A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against him or herself; and (2) the employee requests such representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. In either event, if representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.
- B. Where it is within the control of the Employer, employees shall not suffer public embarrassment by the serving of warrants, subpoenas or similar legal documents in public.
- C. When an employee is being physically removed from the workplace, the employer will make every reasonable attempt to protect the employee from unnecessary public embarrassment while ensuring the safety and security of the workplace.
- D. An employee who is interviewed as the subject of a formal investigation conducted by the Employer will, upon request, be advised if the investigation is ongoing or closed to the extent such disclosure does not violate DoD or other regulations or policies and does not compromise an ongoing investigation.

SECTION 7. RIGHT TO UNION REPRESENTATION

Employees and supervisors will be advised in writing at least twice yearly of employees' right to:

- A. Representation at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or any other general conditions of employment.

- E. Representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. If representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.

SECTION 8.

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

SECTION 9.

Employees are entitled to their pay at the proper time and in the proper amount. The Employer will make reasonable efforts to assure that employees receive their proper pay at the proper time.

SECTION 10.

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

SECTION 11.

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

ARTICLE 5
PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

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

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

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

- A. This Section applies to those changes proposed by either party that are not covered by Section 1. Negotiations regarding such changes are normally conducted with the level where the change is occurring, including, but not limited to SOP's, MOA's, MOU's that have been approved by the parties at the HQ/Council level as appropriate for negotiation at the local level.
- B. Negotiations regarding changes in conditions of employment initiated by the Council Locals will be limited to five proposed changes per year per Local and to subjects not already covered by this MLA or Local Agreements or Memoranda of Agreement negotiated after this MLA is implemented.
- C. The procedures for this Section must be negotiated in Local Agreements (See Article 38).

- D. Following the procedures contained in Local Agreements, the Employer agrees to transmit notice of any change in any directive or policy issuance relating to local personnel practices, or matters affecting conditions of employment of bargaining unit employees which impact on them, to the affected Council 169 Local President(s) or his/her designated agent(s).

SECTION 3. BARGAINING ON MATTERS INCLUDED IN THE AGREEMENT

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

SECTION 4. GENERAL

- A. With regard to "face-to-face" negotiations under this Article, the Employer will provide official time (for the time the DLA employee would have otherwise been in a duty status) and pay travel and per diem for no more than nine DLA Council representatives.
- B. This Article does not preclude the Employer from implementing changes necessary to effectively carry out the mission of the Agency during emergencies. In such circumstances, the Union may request post-implementation bargaining when the change affected conditions of employment. This Article is not to be construed as a waiver of any bargaining rights guaranteed the Union under 5 U.S.C. Chapter 71.

SECTION 5. IMPASSES

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

ARTICLE 6
USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. USE BY UNION

- A. Council 169 shall be provided adequate private office space at the DLA Headquarters, with access to DSN and commercial phone service and a computer with Internet access, when officers of the Council are meeting in the Headquarters Complex. The Council 169 President shall be provided private office space at his or her duty station with access to DSN and commercial phone service, lockable file cabinets, and personal computer with Internet access if s/he so requests.
- B. Up to nine members of the Council 169 Executive Board will be provided work space (with access to DSN and commercial phone service, lockable file cabinets, Internet access and personal computer) at their DLA location to carry out their representational duties. The preference of the parties is that such space be private, when private office space is available. Requests for such space will be submitted to DLA Headquarters (J-1) for coordination.
- C. It is understood that the DSN phone system, or in the absence of DSN, FTS, if available, is primarily to support military command and control requirements. Therefore, in keeping with the system's policies, use of DSN/FTS by Council officials shall be discriminate and for legitimate labor-management purposes.
- D. Each local shall be provided private office space, access to DSN, or in the absence of DSN, FTS, if available, and commercial phone service, lockable file cabinet(s), computer(s) with Internet access, furniture, facilities or services as required in accordance with a Local Agreements.
- E. For Employer directed moves of union offices, the employer is responsible for accomplishing the move in the same manner as moves of other Agency offices, subject to Local Agreements.
- F. Union representatives shall be granted access to all CFR, FLRA, OPM, MSPB, GAO documents, and other public regulations and decisions as may be maintained by the Employer in HR offices and law libraries. This provision does not include subscriptions to online reference services. Upon request, the Employer will provide copies of specific case decisions, regulations or statutes as applicable.
- G. The parties have a mutual interest in leveraging emerging technology to increase communication while reducing costs. The Employer will equip Union Offices with such technology as budget and equipment availability permit. The Union will maximize the use of technology, as appropriate, to reduce costs while increasing communication.
- H. Access to DLA facilities, systems and equipment is subject to DLA, DoD and government-wide internal security rules, regulations and policies.

SECTION 2. USE BY EMPLOYEES

- A. At DLA facilities where child care services are available, the Employer agrees that such facilities will be governed by applicable Department of Defense regulations and the Military Child Care Act to ensure that a safe and healthful environment is provided. The Employer agrees to meet, confer and attempt to resolve specific issues related to child care services with local Union officials.
- B. The Employer may authorize use of a variety of facilities that may relate to conditions of employment. The number and types of such facilities varies greatly depending on location and whether the installation is under DLA control. Due to the significant variations, use of such facilities is appropriately negotiated in Local Agreements.

ARTICLE 7
RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

SECTION 1.

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

SECTION 2.

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

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

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

ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY

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

SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

SECTION 3. INFORMATION DATA AND REPORTS

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

SECTION 4. COMPLAINTS

- A. Any employee who seeks advice, wishes to file, or has filed an EEO complaint shall be free from coercion, interference, dissuasion, or reprisal due to the complaint.
- B. Complaints must be initiated within 45 days of the date of the incident or of the date when the employee became aware of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.
- C. An employee is entitled to designate a personal representative, which may include the Union. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.
- D. Pursuant to the Statute, an aggrieved employee who alleges discrimination may at his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his or her option, when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures or pursues a written grievance in accordance with the negotiated grievance procedure, whichever event occurs first.
- E. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.
- F. Persons who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

- G. Settlement agreements may affect conditions of employment for bargaining unit employees other than a complainant. In such cases, the language of a proposed settlement agreement that affects conditions of employment of bargaining unit employees will be provided to the Local President or designee prior to effecting an agreement. Such changes may be subject to bargaining in accordance with the provisions of Article 5.

SECTION 5. EEO COMMITTEES

- A. The local Union may have a member on the EEO Advisory Committee, Federal Women's Program Committee, and the Hispanic Employment Program Committee if such committees exist, or are established at an activity. That member must be one that is approved by the activity Commander from a list submitted by the local Union. If no person on such list is acceptable to the activity Commander, the parties shall meet and confer in order to select a person. The local Union's representative shall be on official time while performing authorized committee functions if an employee, and if otherwise in a duty status. The Union's representative will be a full participant in his or her respective committee.
- B. Employees assigned to participate on Special Emphasis Committees will be allowed to do so on duty time, subject to mission requirements as determined by the supervisor.
- C. Employees participating in or attending Special Emphasis Programs sponsored by the DLA site will be allowed to do so on duty time, if in a duty status, subject to mission requirements as determined by the supervisor.

SECTION 6. EEO COUNSELORS

- A. EEO counselors, properly trained in accordance with appropriate regulations, will be made available and accessible to employees on duty time if otherwise in a duty status. The agency will provide information on the role of the EEO Counselor and their functions during the EEO counseling process.
- B. The Employer will post information in conspicuous places on how to obtain EEO counseling along with appropriate telephone numbers.

SECTION 7. REASONABLE ACCOMMODATION

- A. A reasonable accommodation is a modification or adjustment to a job or work environment or to the manner or circumstances in which a job is customarily performed that enables a qualified individual with a disability to perform the essential functions of their job or to enjoy equal benefits and privileges of employment as are enjoyed by employees without disabilities.
- B. It is DLA's policy to accommodate any qualified employee with a disability as defined by the Americans with Disabilities Act Amendments Act of 2008 and the Rehabilitation Act of 1973, as amended. The requested accommodation must not cause the employee requesting the accommodation, or others, a direct threat of harm and must not cause the Agency any undue hardship which is defined as an action requiring significant difficulty or expense, when considered in light of a) the nature and cost of the accommodation; b) The overall financial resources of the facility or Agency; and c) The mission and operations of the Agency.
- C. Employees who wish to request an accommodation must follow the procedures set forth in the "DLA Procedures for Requesting Reasonable accommodation for Individuals with Disabilities." The procedures can be found at: <https://www.dla.mil/EEO/Offers/ReasonableAccommodation/>.

SECTION 8: TEMPORARY MEDICAL SITUATIONS

For temporary medical situations that do not fall under the American with Disabilities Act, employees desiring accommodations may address the situation with his/her supervisor to address the situation. The employer will attempt to accommodate the employee's needs, subject to mission requirements. Whenever

possible, requests will be approved at the lowest possible level. Supervisors will consider temporary solutions including telework and provisions under Article 29, Section 2E. If necessary, resolution may include engaging the interactive process under the DLA Procedures for “Requesting Reasonable Accommodation for Individuals with Disabilities.”

ARTICLE 9 TELEWORK

SECTION 1.

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

- A. potentially improving the productivity of employees;
- B. assisting in the recruitment and retention of high quality employees;
- C. improving employee morale;
- D. allowing employees to establish a better balance between their work and personal lives;
- E. reducing commuting costs and commuting stress;
- F. improving job access and reasonable accommodations for disabled employees;
- G. reducing costs for office space and related costs for utilities, parking, etc.;
- H. accommodating employees needs for convalescence from short-term injuries or illnesses;
- I. accommodating work needs when the regular workspace is unavailable (e.g., during office renovation); and
- J. promoting the Defense Logistics Agency as an Employer of choice.

SECTION 2.

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

- A. require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;
- B. require daily access to classified information; or
- C. are part of trainee or entry-level positions.

SECTION 3.

DLA and the Council recognize that employees who Telework must be available to work at the traditional worksite on Telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled Telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

SECTION 4. TYPES OF TELEWORK:

- A. Regular and recurring Telework arrangements are approved work schedules allowing eligible employees to work at an approved alternative worksite at least one day per week (including from home). Organizations may not impose blanket or arbitrary restrictions on the number of days of telework. The number of days of Telework is based upon workload requirements, ability to maintain effective communications in the workplace, implement new work processes, and accomplish the mission of the Agency. When an employee submits a Telework request, he/she will meet with the supervisor to discuss these specifics. This discussion will assist the supervisor in recommending the number of days per week Telework should be authorized. Approving officials have the sole discretion to determine the number of days per week (from one to five) a Teleworker is approved to work. Approving officials will advise Teleworkers of the number of days per week they are authorized to Telework. If the number of approved days per week is less than that requested by the employee, the employer will advise the employee of the business/mission reason. Mere generic statements such as “mission requirements” are not sufficient reasons.
- B. Ad hoc (intermittent) Telework means occasional, one time, or irregular Telework by an employee at an approved alternative worksite typically for a day, or a block of days, to work on projects or assignments that may be effectively performed away from the traditional worksite. Ad hoc (intermittent) Telework provides an ideal arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a local directive, preparing a brief or arguments, preparing an organization’s budget submission, reviewing various types of proposals, or preparing research papers. Such situations may occur through the year or be a one-time event.

SECTION 5. TELEWORK AGREEMENTS

- A. Prior to commencement of regular and recurring Telework arrangements, the supervisor and the employee must request approval to Telework using the form at Appendix C. Written approval or disapproval normally will occur, within 10 (ten) workdays of submission by the employee, but no later than 15 workdays. If disapproved, the employee will be provided with a written explanation of the reason. If approved, the employee must complete and sign a Telework Agreement (copy at Appendix D) that outlines the terms and conditions of the arrangements. The purpose of the Telework Agreement is to prescribe the approved alternative worksite, Telework scheduling, and to address personnel and security issues. If the agreement is for work from home, the employee must designate one area of the home as the official workstation, and must sign a self-certification safety checklist (copy at Appendix E) that proclaims the home safe. Appendix F must be completed by the supervisor and employee to ensure proper understanding of the Telework Program.
- B. Individual participants may terminate their personal Telework agreement by giving advance written notice.
- C. Telework agreements will normally be approved on an annual basis and will be extended unless the employee or the employee’s position no longer meets the eligibility requirements to Telework. The Employer may modify or terminate a Telework arrangement if that arrangement is having a demonstrated undue adverse impact on work operations or performance. When practicable, the supervisor or manager will provide written notice prior to the cancellation of participation in order to provide adequate time for conversion back to the official duty station. New Telework agreements are not required simply because a new supervisor or approving official is assigned to an organization.

SECTION 6. REQUIREMENTS

Employees who wish to Telework must meet the following requirements:

- A. Be performing at the Fully Successful level.

- B. Not have a disciplinary action in their record during the prior 18 month period (12 months for reprimands) from the date they requested to Telework.
- C. Not be under a letter of leave restriction.
- D. Complete a Telework training course approved by DLA J-1.

The Telework approving official may waive some or all of the requirements above. Situations leading to a waiver may include requests for short term Telework because of a documented temporary medical condition or due to serious illness of a family member.

SECTION 7. GRIEVANCES

- A. If an employee disputes the reason given by a supervisor for not approving him or her for Telework or for terminating his or her Telework Agreement, the employee may submit a grievance using the negotiated grievance procedure.
- B. If the Union believes that the Employer is not complying with the negotiated policies or applicable laws, rules, or regulations concerning Teleworking, the matter may be grieved under the negotiated grievance procedure.

SECTION 8. INFORMATION

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

SECTION 9. FLEXIPLACE

Flexiplace is a term traditionally applied to Telework when used for reasonable accommodation of an employee's disability. An employee requesting Telework as a reasonable accommodation will use Appendix C and provide the necessary documentation to support the request. Nothing in the Article diminishes the obligation of the Employer to provide reasonable accommodations. Should the Employer determine the requested accommodation is reasonable; the Employer will waive the requirements of Section 6.

APPENDIX C

DLA Form 1864, July 2004

APPENDIX D

DLA Form 1865, July 2004

APPENDIX E

DLA Form 1867, Feb 2003

APPENDIX F

DLA Form 1866, July 2004

ARTICLE 10 CAREER DEVELOPMENT AND TRAINING

SECTION 1. GENERAL

- A. The Employer will provide training, education and development opportunities in accordance with 5 CFR, Part 410. The DLA Council and the Employer shall encourage employees to take advantage of training and educational opportunities. Such training will add to skills and qualifications needed to increase their efficiency in the performance of their duties, meet future Agency requirements, and qualify for advancement.
- B. Where non-job related courses are available only during duty hours at an area institution, the Employer will give appropriate consideration to an employee's request for a special tour of duty to permit the employee to take the course.
- C. To the extent practicable, training directed by the Employer will be scheduled within employees' work hours. When it is not possible to do so, the employee's shift may be adjusted to encompass the hours of the training. Overtime pay for training is generally prohibited for FLSA Exempt positions, except as specifically addressed in exceptions described in 5 CFR 410. Overtime pay for training or attending lectures, meetings or conferences for employees covered by FLSA is described in 5 CFR 551.423, which provides for payment of overtime only when the training is directed (rather than permitted) by the Employer and the purpose of the training is to improve the employee's performance of the duties and responsibilities of his/her current position.
- D. The Employer agrees to provide appropriate job related training to employees without regard to disability, race, religion, sex, age, national origin, or Union affiliation or non-affiliation.

SECTION 2. INDIVIDUAL DEVELOPMENT

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

SECTION 3. EXPENSES

- A. The Employer will pay approved job related training and/or formal education expenses. Employees who are interested in pursuing courses of training or higher education at their own expense are encouraged to do so. Employees may document such training in resumes/job applications and will be given appropriate credit for such.
- B. Where employees have been directed to attend training during duty hours, they will be carried in a pay status, without charge to leave, while attending classes.

SECTION 4. VOLUNTARY PARTICIPATIONS/SELECTIONS

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

SECTION 5. ANNUAL SURVEYS

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

SECTION 6. TRAINING PROGRAMS

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

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

SECTION 7. EMPLOYEE ORIENTATION.

- A. The Union has the right to be present at New Employee Orientation briefings attended by unit employees, as they constitute formal discussions. Normally the Locals will be provided at least ten workdays advance notice of the orientation sessions, so that a representative can be sent to conduct a presentation.
- B. At the New Employee Orientation, the Union may provide a brief (30 minutes or less) presentation regarding labor-management relations and the functions of Federal Unions.
- C. The Employer will provide Council 169 Locals with a quarterly listing of all newly hired bargaining unit employees. This listing will include the organization, name, title, series and grade of employees gained during the previous quarter.

SECTION 8. ADVANCE NOTICE

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

SECTION 9. COUNCIL REQUESTS FOR INFORMATION

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

ARTICLE 11 INCENTIVE AWARDS

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

ARTICLE 12 POSITION CLASSIFICATION

SECTION 1. GENERAL

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

SECTION 2. APPLICATION OF CLASSIFICATION STANDARDS

Activities will apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The local Union will be notified reasonably in advance when any changes in position classification or job grading standards will impact on unit employees at the activity. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations and this MLA.

SECTION 3. ACCURACY OF POSITION DESCRIPTIONS

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

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

- A. Upon request, the Classification Specialist shall explain all factors used in evaluating a position to an employee or Union representative. Upon request, the Employer shall provide copies of evaluation statements to the Union, should such statements exist.
- B. When an employee notifies the activity that he/she wishes to file an appeal regarding job title, series, or grade, he/she shall be furnished, upon request, information on appeal rights and procedures in applicable regulations. Contingent upon Union acceptance, an employee may elect to be represented by the local Union when appealing and when discussing appeal rights and procedures with the Human Resources Office.
- C. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

SECTION 5. EFFECTIVE DATE

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

SECTION 6. COPIES OF POSITION DESCRIPTIONS

- A. Employees may obtain a copy of their position description through the web based position description library on the DLA web site. Upon request employees will be provided a copy of their position description within five business days.
- B. Copies of unit position descriptions will be provided to the Union upon request. When a position is reclassified and it results in a change in series or grade, the local Union will be notified.

SECTION 7. ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

- A. Environmental Differential (Federal Wage System). When it is not possible to minimize or practically eliminate hazardous working conditions through the use of personal protective equipment or changes to work practices, environmental differentials will be paid to Federal Wage System (WG) employees in accordance with applicable regulations.
- B. Hazardous Duty Pay (General Schedule). Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations.
- C. Grade Determination. It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the activity shall inform the employee and the Union whether or not such duties were taken into account in establishing the grade, including whether, absent those duties, the grade would have been lower.
- D. Nothing in this article prohibits the establishment of Joint EDP committees on an ad hoc basis should a need arise.

ARTICLE 13 MERIT PROMOTION

SECTION 1. PURPOSE AND SCOPE

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

SECTION 2. PRINCIPLES

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

SECTION 3. POLICY

- A. Merit Promotion procedures apply to actions implementing the competitive placement (for over 120 days) of employees (including reinstatement and transfer eligibles) to positions at grade levels higher than those of their previous positions. They also apply to placement into positions that offer promotion to grades that are higher than the specific full performance level of any position previously held on a permanent basis. Merit promotion procedures do not apply to non-competitive candidates (i.e., reassignment eligibles, change to lower grade, and repromotion candidates or to applicants under delegated examining procedures).
- B. Higher level duties and responsibilities will not be assigned to employees on a continuing basis when such assignment is not in accordance with the provisions and intent of this Article since such assignments create the impression of favoritism and pre-selection and impair employee confidence in the integrity of the promotion Program.
- C. Violations of the promotion program can have serious impact on personnel management that goes beyond the particular cases involved. Proper promotion actions are essential to assure that the Employer is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Employer agrees to take appropriate and timely measures to correct deficiencies discovered.
- D. Expedited Grievance Procedure for Merit Promotion:
 - 1. The Employer and Council 169 share an interest in fair consideration of applicants for promotion. This expedited grievance procedure provides a means for rapid review of employee or Union grievances regarding qualifications or rating decisions. This procedure may be used by an employee or by the Union prior to the announcement of a selection.
 - 2. In the event a grievance is filed using this procedure, the Employer will stay the selection process for five workdays, or until the grievance decision is rendered, whichever occurs first. If multiple grievances are filed, the Employer will suspend the selection process for five workdays from receipt of the first grievance.
 - 3. Matters excluded
 - a. Grievances not involving merit promotion [see the negotiated grievance Article].
 - b. Merit promotion grievances filed subsequent to official announcement of selection[s].

4. Procedure: The Union/employee[s] may request specific information regarding the qualifications/rating determination to determine whether a grievance exists. The Employer agrees to provide such information in an expeditious manner in order to avoid any delay in processing a grievance. The written grievance must be initiated within 5 workdays after receipt of the requested information by the Union/employees. The Customer Account Manager (CAM) will meet telephonically or in person with the Union/employee to discuss the complaint within 3 work days from receipt of the complaint. The CAM will provide a written decision within 2 workdays of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance.
5. A grievance not resolved by this procedure may be advanced to the second step of the negotiated grievance procedure for Merit Promotion (Section 16).

SECTION 4. DEFINITIONS

- A. Area of Consideration - The organizational and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotion or position change.
- B. Best Qualified Candidates – Candidates are considered as being highly proficient in the requirements of the job as defined by the Agency and can perform effectively in the position with a minimum amount of training and/or orientation.
- C. Concurrent Consideration - The simultaneous consideration of Agency and non- Agency candidates for competitive promotion.
- D. Minimum Area of Consideration - The narrowest area of consideration from which the search for qualified candidates may be made.
- E. Promotion Certificate - The certificate containing the names of the best qualified candidates eligible to be considered by the selecting official for competitive promotion.
- F. Selecting Official - The individual delegated authority by the Employer to make the decision regarding the selection for placement into a position.
- G. Subject Matter Expert (SME) - A person who has knowledge and experience that has provided a familiarity with the duties, qualifications requirements, and responsibilities of the position.
- H. Underrepresented Position - A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established DLA EEO and/or Affirmative Employment Program goal(s).

SECTION 5. PROMOTIONS EXCEPTED FROM COMPETITION

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

- A. A promotion resulting from the upgrading of an employee's position due to the issuance of a new classification standard or the correction of an initial classification error.
- B. A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.
- C. Career promotion of an employee without current competition when at an earlier stage the employee was selected from a civil service certificate or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- D. A career ladder promotion following noncompetitive conversion of a student career experience program (DLA Pathways Intern Program) employee.
- E. A position change from a position having known potential to a position having no higher potential.
- F. A temporary promotion of 120 days or less.
- G. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.
- H. Repromotion to a grade which is no higher than the highest grade previously held on a permanent basis or to a position which offers a non-competitive promotion to a position that is no higher than the specific full performance level of any position previously held on a permanent basis. This provision does not apply to an employee previously demoted for cause.

- I. Promotion after failure to receive proper consideration in a competitive promotion action.
- J. Promotion directed by the Field Activity Head or higher authority to effect the corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law.
- K. While accretion of duties promotions may be proper and necessary under certain circumstances, it is very important to ensure, to the greatest extent possible, that they are used on a consistent basis. A non-competitive promotion is authorized when the employee's position is reconstituted because of either a planned management action or an unplanned accretion of additional duties and responsibilities, provided:
 - 1. The employee will continue to perform the new duties as well as those of the current position.
 - 2. The addition of new duties and responsibilities does not impact on the grade of any other encumbered position.
 - 3. The employee meets all requirements for promotion to the position.
 - 4. The position to which the employee is promoted is not a career ladder position.
 - 5. The duties and responsibilities that support the higher-level position will continue beyond one (1) year.
 - 6. Successive accretion of duties promotions are not ordinarily permitted. The Local will be advised in writing of such promotions.
 - 7. When an employee is promoted by accretion of duties, immediate reassignment to another position is generally inappropriate, especially to another career field.

SECTION 6. RESPONSIBILITIES

A. DLA Human Resources Services will:

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

B. The Employer will:

- 1. Select candidates who they believe are the best qualified without regard to favoritism or other non-merit factors.
- 2. Make selection decisions within a reasonable time after receipt of a promotion certificate.
- 3. Release employees selected under this program normally not later than the beginning of the second pay period following final selection. The requirement to release employees also applies to reassignment candidates who apply in response to Merit Promotion announcements and are selected.

4. Document reasons for non-selection of employees eligible for repromotion priority who have been certified on a promotion certificate.
- C. The Council 169 Local will bring matters of concern regarding the promotion program to the attention of the DLA Human Resources Services Office as early as possible in an effort to reach informal resolutions.
- D. Employees will:
1. Assure that applications are completed properly, accurately and in the detail required to permit a valid evaluation of their qualifications.
 2. Cooperate in the resolution of questions concerning their qualifications and eligibility for a specific job vacancy or job category by providing pertinent information as may be requested or required.
 3. Respond to the requirements of Job Opportunity Announcements (JOAs).
 4. Employees who are absent from work are responsible for monitoring vacancies for which they want to be considered

SECTION 7. AREA OF CONSIDERATION

- A. The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of best qualified candidates, inclusive of underrepresented groups, from which to select and to provide adequate promotion opportunities for employees. The minimum area of consideration is employees of the activity in the commuting area, except for GS-14 and above which must be at least DLA-wide.
- B. The Union will be consulted prior to expansion of the area of consideration.
- C. Employees who are absent for an officially approved reason, e.g., on detail, on leave, at training courses, in the military service, or serving in public international organizations or on Intergovernmental Personnel Act assignments, if otherwise in the area of consideration, may not be excluded from consideration based on their absence.

SECTION 8. PRIORITY CONSIDERATION

Priority consideration will be given to those qualified candidates who have entitlement to consideration under other regulatory requirements. These include employees affected by reduction-in-force or transfer of function in accordance with their eligibility and/or rights under the DOD Priority Placement Program, registrants in the OPM Interagency Career Transition Assistance Program (ICTAP), employees receiving priority consideration under EEO procedures, employees denied proper consideration because of an error or program violation, employees transferred or detailed to international organizations, individuals in the military service who have reemployment rights, DOD overseas returnees, and recovered disability annuitants and injury compensationers.

SECTION 9. JOB OPPORTUNITY ANNOUNCEMENTS

- A. Positions to be filled through the competitive promotion process will be publicized by means of a job opportunity announcement (JOA). JOAs will be printed or posted electronically via the Internet. JOAs will be printed and posted on official bulletin boards for those employees who do not have Internet access at their desks or available in common use areas.
- B. As a minimum, JOAs shall include the following information:
1. The JOA number.
 2. The position title(s), occupational series, and grades(s).
 3. Opening and closing dates.
 4. A brief summary of the representative duties of the position(s).
 5. Area of consideration.
 6. Qualification requirements, including a description of any modification of established qualification requirements.

7. Selective placement factors, if any.
 8. Specific criteria upon which evaluation of applicants will be based.
 9. A statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable.
 10. Any test(s) required.
 11. Any unusual conditions of employment that it might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, etc.
 12. A statement whether applications will be accepted from VRA eligibles and 30 percent or more disabled veterans. A statement concerning receipt of applications from Veteran's Employment Opportunities Act (VEOA) candidates will be placed on announcements when DLA merit promotion announcements are open to applicants outside of DoD. VEOA candidates determined to be among the best qualified will be referred.
 13. The statement: "The Defense Logistics Agency is an equal opportunity Employer."
 14. Statement that basic eligibility requirements such as time in grade, minimum qualifications, and other regulatory requirements must be met by the closing date (or the closing/cut-off date of the register, if one is used).
 15. Length of temporary promotion or detail (if appropriate).
 16. How and where to apply, including any special forms required.
 17. Statement concerning payment or nonpayment of PCS.
 18. Statement as to whether the position is a drug testing designated position.
 19. Statement as to whether the position is subject to mobility or rotation.
 20. Bargaining unit status.
 21. Position sensitivity (and information explaining security clearance process if applicable).
- C. JOAs will be posted in appropriate places, such as electronic bulletin boards, electronic mail systems, or official bulletin boards developed for that purpose during the time limits within which applications will be accepted. Announcements issued for specific vacancies will remain open for a minimum of seven business days, except for those where the automated system is not used. In such cases, the minimum open period is ten business days.
- D. An announcement issued for a specific vacancy or vacancies may also be used to fill any number of additional vacancies within six months after the closing date of the announcement that arise in the activity, provided the JOA contains a statement that the JOA will be used for the additional timeframe.
- E. JOAs for positions for which there is an anticipated frequent, repetitive or continuous need may either be announced on an open continuous basis, or may be announced for a limited period and used to establish a register of best qualified 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 for Personnel Action (RPA) is received for recruitment will be considered. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligibles issued under the announcement.
 2. For JOAs that will be open for a limited period and used to establish continuing promotion registers, applicants may apply only during the limited period indicated. Eligible candidates will be placed in rank order on a register that will be used to fill similar vacancies as they occur for a specified period of time after the closing date of the JOA. Generally, a promotion register may be used for a period of up to one year provided the JOA is reopened after six months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously applied. If the JOA is not reopened, certificates may be issued for no more than six months after the closing date of the announcement. Applicants will be removed from such registers upon acceptance of an offer of placement from a certificate of eligibles issued under the announcement.
- F. To be accepted, applications must be received by the closing date of the announcement. For JOAs not using the automated system, applications must be postmarked by the closing date and received within five calendar days of the closing date.

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

SECTION 10. EVALUATION OF CANDIDATES FOR COMPETITIVE PROMOTIONS

- A. The Employer and Council 169 recognize their shared interest in a consistent and efficient Merit Promotion system that provides for prompt filling of vacancies with high quality applicants.
- B. The Employer will use an automated system for evaluation of candidates. In the event the Department of Defense selects new software for Merit Promotion, the parties agree to reopen this Article to address the capabilities and limits of the new system. For each position (or group of positions) that will be filled through competitive promotion procedures, the method of rating must be documented. This job analysis will address:
 - 1. The competencies and training identified through job analysis as necessary for successful job performance and the relative weight assigned to each.
 - 2. The measurement methods to be used.
 - 3. Evaluation procedures to be followed and measuring information to be used, based solely on job-related criteria.
- C. Competencies to be used for evaluation purposes must be derived from the official position description for the position being filled.
- D. 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.
- E. Applicants for promotion will be evaluated based upon related competencies, education and awards. The relative importance and weighting of competencies, education and awards will be determined by the job analysis prior to issuance of the JOA.
- F. Applicants will be evaluated using a 100 point scale.
- G. Applicants will be advised, via their OPM account, of the status for which the automated system has awarded credit. In the event the Employer overrides the automated system determination, the employee will be notified of the change and the reason.
- H. To assist employees in applying for positions using the automated system, the Employer will provide employees with information regarding locations where free Internet access is available. Where practicable, employees who do not have Internet access at their desk/workspace will be permitted to use available Employer computers and/or kiosks to prepare and submit automated job applications during non-duty hours.
- I. The Employer and Council 169 agree that it is in the best interest of employees and the Employer to maintain a degree of consistency in evaluation of applicants. To that end, the expectation is that the Employer will not make frequent changes to crediting plans in the absence of significant changes to positions.

SECTION 11. REFERRAL OF CANDIDATES FOR SELECTION

- A. A list of the best qualified promotion candidates will be referred to the selecting official for consideration. The best qualified will be determined by Human Resources based on a natural break in the scores of the promotion candidates. Those with scores as high or higher as the score determined by the natural break will be referred to the hiring manager. If no natural break occurs, the score of the tenth competitive promotion candidate will serve as the cut-off for referral: candidates with scores as high or higher than the tenth competitive promotion candidate will be referred as best qualified to the selecting official for consideration. One additional candidate will be referred for each additional vacancy.
- B. When a promotion certificate contains at least three best qualified promotion candidates, the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligibles.
- C. If the promotion certificate contains fewer than three best qualified promotion candidates, or if declinations reduce the number to fewer than three, the selecting official may request that recruitment efforts be renewed or he/she may proceed with the selection process. If recruitment is renewed, previous applicants need not reapply to receive consideration.
- D. In cases where the position was announced at more than one grade level, the selecting official

will be provided a list for each grade level.

SECTION 12. CANDIDATE INTERVIEWS

- A. The parties agree that interviews can be one of the tools used by selecting officials as a part of the selection process. The parties recognize that interviews may be used as a means to validate competencies as described in the candidates resume.
- B. When a list contains twelve (12) or fewer best qualified promotion candidates referred to the hiring manager, all candidates will be interviewed. When more than twelve (12) are referred, management will interview at least twelve candidates but are encouraged to interview more. The Selecting Official may choose not to interview candidates s/he has interviewed for the same position in the preceding six months.
- C. 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.
- D. Whether or not to use Interview Panels will be negotiated in Local Agreements. Use of such panels will be disclosed to the candidates at the time interviews are scheduled.
- E. Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

SECTION 13. SELECTION

Selecting officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration, or from any other appropriate source. Upon request, candidates not selected or interviewed will be provided feedback from the selecting official. This feedback will be provided verbally or in writing and should be focused on ways in which the employee may better position themselves for future promotion opportunities.

SECTION 14. AVAILABILITY OF INFORMATION USING THE AUTOMATED SYSTEM

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

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

SECTION 15. RECORDS

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

SECTION 16. GRIEVANCE PROCEDURE FOR MERIT PROMOTION

- A. Mere non-selection for promotion cannot serve as the basis for a grievance. However, other procedural matters relating to merit promotion and under the cognizance of the DHRS Office (e.g.

qualification determinations, rating for the position) may be addressed by using the following procedure after selection(s) have been announced:

1. Step 1: A written grievance will be provided to the appropriate Customer Account Manager (CAM) within 10 work days of becoming aware of the action being challenged citing the nature of the concern and the requested relief. Within 5 work days of receipt of the grievance, the employee, Union representative and CAM will meet (telephonically or in person, if possible) to discuss the problem and attempt resolution. Within 10 work days of the meeting, the CAM will provide a written decision to the employee and the Union of the outcome of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance. Any grievance mistakenly submitted to the local level in accordance with the negotiated grievance procedure article will be considered timely and immediately forwarded to the appropriate CAM.
 2. Step 2: If the answer provided at Step 1 is unacceptable, the employee may advance the written grievance within 10 work days to the Director of the DLA Human Resources Services Office. Within 5 work days of receipt of the grievance, the Director of the DLA Human Resources Services Office or designee will meet (telephonically or in person) with the employee and Union representative to discuss the allegation and requested relief. A final written decision will be provided within 10 work days of the meeting. Rationale for grievance decisions will be provided commensurate with the issues framed in the grievance.
 3. Step 3: If the answer provided at Step 2 is unacceptable, the employee/Union may advance the written grievance within 10 workdays to the Administrator, DLA Human Resources Services, who will issue a written decision within 10 work days to the employee/Union. The written decision will be the final Agency decision.
- B. Failure on the part of the CAM to comply with the specified time limit specified in Step 1 will permit the grievance to be advanced to Step 2. Failure on the part of the grievant to comply with the time limits will serve as the basis for rejecting the grievance on the basis of timeliness.
 - C. If the Union is not satisfied with the final grievance decision, the Union may request the grievance be advanced to Arbitration in accordance with Article 37 of the Master Labor Agreement.
 - D. A declaration that the issue is nongrievable or nonarbitrable will become the threshold issue to be determined before the merit promotion grievance can be reviewed by an arbitrator

ARTICLE 14
EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 1. GENERAL

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

SECTION 2. COUNCIL-EMPLOYER COOPERATION

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

SECTION 3. EMPLOYEE RESPONSIBILITY

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

SECTION 4. USE OF SICK LEAVE UNDER THE PROGRAM

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

SECTION 5. PROGRAM TRAINING AND PUBLICITY

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

ARTICLE 15 SAFETY AND HEALTH

SECTION 1. GENERAL

- A. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, and in implementing regulations and directives.
- B. Council 169 will support the Employer's efforts to acquaint every employee with his/her safety and health responsibilities. Any bargaining unit member who is performing duties, which he/she believes endangers his/her health or safety, will promptly notify the nearest available supervisor. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action.
- C. An employee's bona fide refusal to work in unsafe or unhealthy areas, as described above in this Section, will not result in reprisal by the Employer. A "bona fide refusal" is based upon the employee's reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. (29 C.F.R. § 1960.46(a))
- D. The Council 169 Local will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful. Copies of safety or health inspections of such spaces will be provided to Council 169 Locals.
- E. Council 169 Local representatives who are engaged in investigations of work related accidents, reports of unsafe or unhealthful working conditions, safety and health inspections, or other safety and health related complaints will be considered to be performing representational functions.
- F. The parties share a commitment to the Occupational Safety and Health Administration Voluntary Protection Program (VPP) as a means of enhancing workplace safety. Time spent in VPP boards, committees and formal activities is not considered to be official time for purposes of tracking such time under the provisions of Article 3. Employees designated by the local union as their representative for formally recognized VPP activities are considered as operating under the protected activity provision.

SECTION 2. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

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

SECTION 3. SAFETY INSPECTIONS

- A. The Employer will conduct annual safety inspections at every Agency installation. The Council 169 Local will be afforded an opportunity to participate in these inspections.
- B. The Council 169 Local will be notified when a Federal health officer, Employer safety inspector or private contractor visits the facility for the purpose of a safety inspection of spaces used by bargaining unit employees. A representative of the Council 169 Local will be invited to participate in these inspections. The Employer will provide the local with a timely copy of the inspection report.
- C. Council 169 Locals may, at their expense, bring in their own appropriately certified experts to conduct safety inspections and/or testing. Such experts will be certified by OSHA. Such inspections and/or testing will be coordinated in advance through the local Safety Office and the Safety Office will accompany the inspector. Coordination will include the credentials of the inspector and/or lab and the testing/inspection protocols to be followed. The Safety Office will be provided with a timely copy of the report. It is understood that security considerations may preclude the admission of inspectors or testing personnel into restricted areas.

SECTION 4. FIRST-AID KITS

At activities where local health services are not available, the Employer will furnish one industrial first-aid kit for every 50 employees, and will ensure that at least one employee of the activity is qualified to administer first aid. The parties at the local level may negotiate extensions of this policy as it relates to first aid kits. The Employer will ensure that safety officials are involved in this negotiation.

SECTION 5. HEALTH SERVICES AND MEDICAL EVALUATION

- A. The Employer will provide the necessary Occupational Health medical surveillance for employees whose exposure in the performance of official duties requires medical surveillance. At a minimum, this will include all bargaining unit employees who are covered by a Medical Surveillance Program (MSP). Such employees will be notified in writing of the reasons for inclusion in the MSP. Such employees will be provided appropriate baseline, periodic and exit medical surveillance evaluations as determined by the occupational Health physician.
- B. The Employer will provide employees whose positions are not covered by an MSP a diagnostic examination if they have been exposed to hazardous material or prolonged exposure to unhealthful working conditions and such examination is determined by competent medical authority to be necessary. In addition, employees have the option of seeking medical examinations from sources of their own choice at no cost to the Employer.
- C. The Employer maintains the right to require medical examinations in accordance with 5 C.F.R. 339.301 at no cost to the employee, for employees covered by an MSP. However, employees maintain the right to submit additional medical documentation from sources of their choice at no cost to the Employer.
- D. Information regarding Environmental Differential Pay is contained in Article 12 Section 7 of this MLA.
- E. A review of the health services of each local organization will be conducted at least once a year.

SECTION 6. WORK IN UNSAFE AREAS

- A. If an employee alleges that an unsafe work condition exists, the employee will inform the supervisor and may notify the Council 169 Local and Safety Office.
- B. The provisions of DLA safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed so that employees who are involved in occupations with identified safety/health hazards are made aware of the hazards, informed of safe work practices, and educated in the use of appropriate personal equipment.
- C. Appropriate abatement procedures in accordance with DLA safety policies, E.O. 12196, and 29 C.F.R. § 1960 in effect at the time will be followed to correct a work area which has been determined by a competent authority to be unsafe or unhealthful.
- D. Bargaining unit employees may sometimes be assigned to work alone, or in confined or restricted access spaces, where safety hazards exist. Employees required to work alone or in confined spaces will be provided a means of communication, such as a cell phone or two-way radio for emergency use. If the work is being performed in an area that is not conducive to the use of such devices, the Employer will ensure that the supervisor or other personnel check on the employee often to verify his/her safety. No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to effect a safe rescue.
- E. Employees shall report accidents immediately as required by existing regulations. (Note: If an employee is injured, transportation for medical treatment will be provided in accordance with the provisions of Article 19). The Employer will notify the Council 169 Local President or designee in a timely manner after an accident is reported. The Council 169 Local will be permitted to dispatch a representative to the scene of a reported accident, subject to the official time provisions of Article 3. Such representatives will not interfere with the official investigation of accidents, but may investigate on behalf of the employee and the Union. Upon request, the Council 169 Local will be provided a copy of accident reports involving bargaining unit employees. On a quarterly basis, the Council 169 Local will be provided copies of statistical reports (summaries) maintained by the Employer.

- F. The Employer will promptly notify the Council 169 Local President or designee of any hazardous working condition or situation involving imminent danger (i.e., bomb threat, violence in the workplace, etc.) or when the force protection condition (FPCON) changes.
- G. Employees are encouraged to detect and report unsafe work practices, unsafe conditions, and health hazards to the immediate supervisor or Safety and Health Officer, and the Council 169 Local.

SECTION 7. HEALTH AND SAFETY COMMITTEES

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

SECTION 8. WELLNESS PROGRAMS

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

SECTION 9. FIRE SAFETY

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

SECTION 10. HEAT STRESS AND COLD WEATHER POLICY

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

SECTION 11. TRAINING

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

ARTICLE 16
PRODUCTIVITY

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

ARTICLE 17
MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS

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

ARTICLE 18
PERFORMANCE EVALUATION

SECTION 1. GENERAL

- A. Periodic observation and evaluation of performance, accompanied by discussions, should serve to increase understanding between supervisors and subordinate employees regarding performance.
- B. Management will prepare and use written performance plans to evaluate the work of subordinates. Performance plans will be applied to an employee in a fair and objective manner. Upon request, the Employer will provide the Union existing production records to substantiate that the application of quantitative performance standard is based on a fair and objective review of actual production. The requested data must be relevant and for the purpose of carrying out representational duties.
- C. Performance plans must be current and derived from the duties and responsibilities of the position, and performance standards must be reasonably attainable.
- D. Employees will be given the opportunity to participate in the initial development and substantial revision of performance plans for their positions. Employees may suggest changes to their performance plans during the rating cycle.
- E. Management will keep employees informed periodically of their performance, and must provide them with counseling and training necessary to be fully productive.
- F. Performance ratings will be one of the bases for decisions regarding employee training, awards, reassignments, promotions, within-grade increases and quality step increases, retention, reductions in grade, and performance-based removals from the Federal Service. Those employees whose performance falls below the Fully Successful level will be given the opportunity to improve.
- G. The Agency will not prescribe a distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.
- H. 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. They will not be disadvantaged in their performance rating because of the time spent in a representational capacity.

Employees who spend 100% of their time as labor representatives or officials of labor organizations are considered unrateable for performance appraisal purposes. For reduction-in-force, employees who spend 100% of their time as labor representatives will receive a modal rating.

SECTION 2. DEFINITIONS

- A. Appraising Supervisor. The individual who is authorized to assign and review work, and is responsible to oversee performance of the employee being evaluated. This individual is normally the immediate supervisor who exercises full range of personnel management responsibility.
- B. Approving Official. The individual(s) responsible for approving ratings submitted by the appraising supervisor for those ratings which fall below Fully Successful. This is normally the next higher-level supervisor above the appraising supervisor.
- C. Critical Element. A component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives, and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.
- D. Fully Successful. The performance level necessary for the employee to function adequately, fulfill the duties and responsibilities of the position, and properly contribute to meeting organizational performance goals.
- E. MyPerformance: The DoD automated appraisal tool authorized for use by both supervisors and employees to document the performance management process of the DoD Performance Management and Appraisal Program.
- F. Outstanding: Performance that, as described in DoDI 1400.25, volume 431, produces exceptional results or exceeds expectations well beyond specified outcomes; sets targeted metrics high and far exceeds them (e.g., quality, budget, quantity); handles roadblocks or issues exceptionally well and makes a long-term difference in doing so; is widely seen as an expert, valued role model, or mentor for this work; exhibits the highest standards of professionalism
- G. Performance Appraisal. The process of reviewing and evaluating the performance of an employee against the written performance plan.
- H. Performance Plan. The written combination of critical elements and standards of performance for them.

- I. 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. To the extent performance standards are based on numerical goals or numerical performance levels, the numerical goals for which the employee is responsible will be stated in the performance standard.
- J. Rating of Record. The summary rating under 5 U.S.C. § 4302 ordinarily required at the end of the appraisal period. Illustrative of the summary rating determinations in DoD Instruction 1400.25, Volume 431, period Level 5 - Outstanding (the average score of all critical element performance ratings is 4.3 or greater with no critical element being rated "1" (Unacceptable) resulting in a rating of record that is a 5); Level 3 - Fully Successful (the average score of all critical element performance ratings is less than 4.3 with no critical element being rated a "1" (Unacceptable) resulting in a rating of record that is a "3") and Level 1 - Unacceptable (any critical element rated as "1").
- K. Summary Rating. The written record of the appraisal of each performance element and the assignment of the summary adjective rating.
- L. Unacceptable. Performance which fails to meet the Fully Successful level for a critical element. Also refers to the summary rating assigned if an employee is rated Unacceptable in one or more critical elements.

SECTION 3. PROCEDURES

- A. Establishing Written Performance Plans
 - 1. Written performance plans related to the duties and responsibilities of each position will be prepared, revised as necessary, and kept current. Performance plans will set forth the criteria by which work will be measured for each critical element. Employees will be encouraged to participate in the initial development of performance plans for their positions and may make suggestions to their supervisor concerning changes thereto during the rating cycle. To the extent feasible, the performance standards should include specific, measureable, achievable, relevant, and timely (SMART) criteria, which provides the framework for developing effective results and expectations. To the maximum extent feasible, performance standards shall be objective and provide opportunities for outstanding performance. Absolute (i.e., pass/fail) standards are permissible when a single instance of failure to meet the standard could result in death, injury, breach of security, or great monetary loss.

2. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be provided for each performance element in the performance plan and will be written at the Outstanding, Fully Successful and Unacceptable level.

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. Any substantial change to or revision of performance plans will be discussed with the concerned employees and their comments considered prior to the plan becoming official. When a new or substantially revised performance plan is prepared, copies of the draft plan will be provided to the employee(s) and the Union.
4. While the content of the performance plans is the exclusive determination of the Employer, the Employer will give consideration to any comments received from the employee or Union prior to the performance plan(s) being finalized and implemented provided they are received within 5 work days. An employee's acknowledgement, initials or signature do not imply agreement with the performance plan.
5. Changes will be acknowledged and the revisions noted in the MyPerformance appraisal tool. Employees will be advised if:

(1) the element or standard will apply at the beginning of the next appraisal cycle;

(2) the plan is being updated during the current cycle (if the employee does not have an opportunity to perform under the revised element(s) for the minimum 90-calendar-day period, the revised elements will not be rated); or

(3) the current appraisal cycle is being extended by the amount of time necessary to allow 90 calendar days of observed performance under the revised element or standard. (Extending the appraisal cycle will affect the start date of the employee's subsequent appraisal cycle; however, the subsequent appraisal cycle will still end March 31 of the following calendar year.

6. To the extent practicable, as determined by the agency, employees performing like duties and working under the same position description, will have the same standards.

B. Discussing Performance with Employees

1. Performance appraisal is a continuous process involving periodic discussions between the supervisor and employee (at least three documented discussions per year, initial, one mid-period discussion and a summary discussion at the end of the appraisal period or when performance is rated). Every effort should

be made to assure that employees understand the performance plan for their positions, as well as the extent to which their performance meets standards. Employees, at their request, will receive clarification of any aspect of their plan which is not clear.

2. When an employee's performance falls below the Fully Successful level, the employee will be counseled regarding his/her performance and the consequences that may result such as potential denial of a within-grade increase, inability to be considered for merit promotion and loss of RIF retention standing.
3. Each employee's performance will be discussed at the time a rating is given. If an employee is temporarily unavailable for this discussion, the supervisor should reschedule the discussion, if practicable.
4. Formal performance discussions will be documented in the automated tool (i.e., MyPerformance). If written (paper-based) documents are used, the employee will be furnished with copies of the documents at the time of the meeting. Formal performance meetings will be held in person, to the extent practicable, which may include the use of various video teleconference or office communicator tools (e.g. "Skype") to ensure face-to-face communication. The meetings will be in private. The documented discussions will include employee's accomplishments and contributions; employee's level of performance, including any areas that need improvement; barriers to success; and employee's developmental needs and career goals.

C. Rating Performance

1. The DoD and DLA rating cycle begins April 1st and ends on March 31st each year. Ratings will be based on at least 90 calendar days working under an approved performance plan. When an employee changes from one position to another, but has served 90 calendar days in the former assignment for the losing supervisor, a narrative assessment will be prepared and forwarded to the gaining supervisor. To the extent that it is applicable, that narrative assessment 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. Descriptions of Performance Rating Levels. The performance rating assigned should reflect the level of the employee's performance as compared to the standards established.
3. Employees will be advised in sufficient time of deadlines in which employee input is due for consideration in the performance evaluation.
4. Employee self-assessments should be given serious consideration in

developing the performance rating for that employee.

5. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those who do provide such assessments, in and of itself. However, it is the performance of the employee with regard to the performance plan that should determine the rating and the rating official remains responsible for adequately and accurately observing, fostering, motivating and evaluating that performance throughout the entire rating period.
6. Supervisors will write a performance narrative that succinctly addresses the employee's performance measured against the performance standards for the appraisal cycle. (a) The performance narrative discusses the employee's performance and provides support for other personnel actions. (b) Performance narratives are required for each element rated as a means of recognizing all levels of accomplishments and contributions to mission success
7. 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 is not eligible for a rating. When either a temporary promotion or a reassignment NTE (date) is processed, the agency will 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.
8. When a performance rating is prepared, each performance element will be rated consistent with the DoD Instruction 1400.25, volume 431, (e.g. Outstanding, Fully Successful, Unacceptable).
9. In the event the employee has had insufficient opportunity to demonstrate performance on an element, the element will be annotated as unrateable and will not be considered in determining the summary adjective rating unless the supervisors extends the appraisal cycle.
10. If an employee's performance fails to completely meet the Fully Successful level, performance for that element should be rated Unacceptable. 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 acknowledgement, which will be documented in MyPerformance. The employee's acknowledgement does not imply agreement; it merely verifies that the rating has been received and discussed.
11. When an employee has been informed that his/her performance is below the Fully Successful level, the Employer will promptly initiate efforts to help the employee overcome the deficiencies. Section 4 provides further guidance to be followed when performance is considered to be at or below the Fully Successful level.
12. When employees are appraised, supervisors will consider extenuating circumstances (such as special assignments, abnormal workload fluctuations, etc.).
13. Employees will be assessed on the DoD or DLA values, and activity-level goals and objectives, only to the extent applicable to the assessment of

individual performance elements as described in the performance standards for each element.

14. A performance standard is a statement of the expressed level of achievement in terms of the quality, quantity, timeliness, etc., required for the performance of an element of an employee's job. Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements and the requirements of the position.

D. Rerating Performance During the Appraisal Period

1. It is expected that employees will usually receive only one performance rating per year. However, performance may be rerated when an employee's performance in one or more critical elements has become Unacceptable. Consistent with government-wide regulation, performance must be rerated when the rating of record does not agree with the decision to grant or withhold a within grade increase. Normally, supervisors will counsel employees about performance deficiencies that would result in a denial of a within-grade increase sufficiently in advance of the due date (60 days, when practicable) so as to allow them the opportunity to improve their performance to the Fully Successful level.
2. A rerating may not take place until the employee has completed a minimum of 90 calendar days in the job working for an appraising supervisor, and at least 90 calendar days have elapsed since the previous rating. It is not necessary to rerate an employee at the end of a warning period (see Section 4 below) in order to take an appropriate performance-based personnel action.

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

1. When a detail, temporary promotion, or reassignment NTE (date) within DLA is expected to last 90 days or more and a change to the performance plan is required 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 90 days or more, the employee will receive a narrative statement documented in MyPerformance. A narrative statement is a brief narrative description of an employee's performance, accomplishments and contributions during the temporary assignment. A narrative statement is not a rating of record.

If the temporary promotion or reassignment NTE (date) lasted less than 9 months during the rating period, such a narrative statement is for information only and does not become the rating of record. It will be considered to the extent that is applicable to the employee's regular position when the

employee's performance is rated at the end of the appraisal period. See section 3.C.3. for information concerning longer temporary assignments.

F. Probationary Period Evaluation

1. During the 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 2 months prior to the completion of the 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. This provision does not prevent the Agency from separating a probationary employee for any reason during the remainder of the employee's probationary period.
3. 5 CFR 315 provides guidance and procedural requirements for the separation of a probationary employee.

G. Performance Ratings and Other Personnel Actions

1. An employee's 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 or higher summary level. Employees covered by the Federal Wage System must perform at a "satisfactory" or higher level as provided in 5 U.S.C. § 5343(e)(2). A satisfactory rating equates to a rating of record at the Fully Successful or higher summary level. The most recent rating of record must agree with the decision to grant or withhold a within grade increase.

H. Effective Date of the Appraisal. A rating of record is final when it is signed by the employee's supervisor, in his or her capacity as rating official and, where required by DLA policy, by a higher level reviewer (HLR). A rating of record finalized before June 1 will be effective June 1.

I. In the event the Employer is conducting a Reduction in Force, the Employer will ensure that all performance ratings based on the established cutoff, are entered into DCPDS prior to generating a retention register.

J. 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. 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 below the Fully Successful level for non-probationary employees, the supervisor will counsel the employee concerning performance deficiencies, specifically identify areas of performance below the Fully Successful level, explain what must be done to improve, and suggest ways for improvement. More than one counseling session may be necessary before an employee is able to demonstrate Fully Successful performance.

1. As a matter of practice, performance deficiencies should be addressed as early as possible during the performance cycle. Supervisors should follow the procedures in DLAI 1400.25, Volume 431, Enclosure 2, Section 8.a. "Addressing Performance Issues Early."
2. Unacceptable performance: If performance is considered to be at the Unacceptable level in one or more critical elements after documented counseling and assistance regarding performance deficiencies so that the employee is aware the deficiencies, a letter of warning will be issued to the employee. To the extent practicable, counseling will be face-to-face. The letter will state that performance is considered to be Unacceptable, establish a period (normally a minimum of 90 days) during which the employee will be expected to attain the Fully Successful level in the deficient element(s), and generally include the following:
 - a. Identification of each critical element in which performance is considered to be Unacceptable and description of those aspects of work that are deficient.
 - b. What performance is required to overcome the deficiencies.
 - c. The personnel action (reassignment, demotion, or removal) that may result if performance is not improved to the Fully Successful level and

generally, the types of assistance management determines necessary to improve performance.

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 is Unacceptable in one or more critical elements at the end of the warning period, the employee must be either reassigned or demoted to a position where it is considered by management that he/she could perform all critical elements at the Fully Successful level, or must be removed from the Federal service.

SECTION 5. REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

- A. An employee may be reassigned, demoted, or removed from the Federal service because of Unacceptable performance in one or more critical job elements. A decision for such action may only be based on instances of Unacceptable performance which occurred within a 12-month period ending with the date of the proposed action. However, before it is proposed to remove an employee for Unacceptable performance, consideration must be given to the advisability of a reassignment or demotion to another position where it is likely the employee could perform acceptably.
- B. Demotions and removals due to Unacceptable performance are actions subject to the formal job protection procedures. When proposing to take such an action under 5 CFR 432, the following procedures will be followed:
 1. Employees will be advised of their right to representation and will be given a minimum 30-calendar day advance notice.
 2. 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. The DoD automated appraisal tool, MyPerformance, will serve as the Employee Performance Folder (EPF) for performance plans and ratings. These records will be retained consistent with government-wide regulation, typically 4 years.
- B. All bargaining unit employees will have access to computers and duty time for the purpose of utilizing MyPerformance. All efforts will be made to avoid disadvantaging employees who do not regularly use a computer in their jobs. To the extent the Agency requires employees to use computers for the Performance Management System, those employees will receive any necessary training and assistance.
- C. Employees, and their union representatives, if requested, will be able to see the performance related information about themselves that is kept in the system and will have subject to mission requirements, a maximum of 1 hour per week during their regular work schedules and the right to enter into the system their own achievements and successes. The system will not allow anyone to change anything that was entered by another person (i.e., supervisors cannot change an employee's entries). Employees will be offered training in preparing self-assessments of their own performance. Those employees who do not write this type of document in the course of their normal duties will be given necessary assistance so as not to be disadvantaged.
- D. The Agency will ensure that the electronic performance management system complies with all privacy requirements.

SECTION 7: DPMAP Implementation and Labor-Management Cooperation: The parties agree to use the existing labor-management meeting structure to discuss issues regarding the implementation of the Program, trends and on-going performance culture changes. Consistent with the DoD evaluation requirements, the parties agree to work together and discuss the program evaluation criteria.

SECTION 8: Local negotiations on this Article is not authorized.

ARTICLE 19 WORKERS COMPENSATION

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

- A. Employees are responsible for reporting all job-related injuries, or reactivated injuries and illnesses to the appropriate supervisor. If an employee requires medical treatment for the (traumatic) injury, the Employer should complete the front of Form CA-16, Authorization for Examination and/or Treatment. Where there is no time to complete a Form CA-16, the Employer may authorize medical treatment by telephone and send the completed form to the medical facility. Unless precluded by medical emergency, employees have the right to treatment by the health care provider of their choice. When an employee is injured on the job and is unable to transport himself/herself to a medical facility, the Employer will make transportation arrangements to and from the facility, unless the employee requests otherwise. Normally, transportation from the medical facility will not be the responsibility of the Employer if the employee is admitted to the hospital.
- B. The injured employee will be furnished a form CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation) (normally within forty-eight (48) hours after report of the injury) for completion. If the employee is unable to complete the Form CA-1, the Employer will promptly complete as much of the form as practicable, and forward the form through the appropriate channels.
- C. When an employee has suffered illness or injury in the performance of duties, the Employer will counsel the employee in such matters as their right to file for compensation benefits. The counseling will include an explanation of Continuation of Pay (COP) benefits, when applicable; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick leave or annual leave, and the right to a personal representative. The counseling mentioned above is not all-inclusive. This counseling and assistance will be available until the OWCP claim is closed.
- D. The Employer will not prevent an employee from filing a claim and will process the claim that has been submitted. However, it is understood the Employer will document its knowledge of the circumstances surrounding the injury, which may be different from the information provided by the employee. If the Employer controverts the OWCP claim, the employee or a personal representative will be provided a copy of all information pertaining to the claim which is retained by the Employer.
- E. The Employer agrees to assist the employee in contacting appropriate OWCP authorities in an effort to expedite payment of claims. The employee and a personal representative, with the written consent of the employee, will be permitted to review and obtain copies of any documents retained by the Employer relating to the claim. Both the employee and the personal representative (if a DLA employee) will be allowed a reasonable amount of official time for these activities. The official case file is maintained by OWCP.
- F. If the compensable injury is reactivated during the period ending not later than 45 days after the employee returns to duty and the employee has not exhausted his/her Continuation of Pay entitlement, the employee may use the remaining portion of COP.

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

- H. The Employer will refer employees to the appropriate benefits counselor (ICC or appropriate benefits office) for counseling related to OWCP benefits to include retirement options/information. The OWCP or benefits counselors will provide all the information necessary for employees to make informed decisions.

ARTICLE 20 HOURS OF DUTY

SECTION 1. GENERAL

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

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

SECTION 4. ALTERNATIVE WORK SCHEDULES

The Employer supports use of Alternative Work Schedules (AWS) unless an adverse impact is determined by the criteria contained in 5 USC 6131. AWS includes compressed work schedules and flexible work schedules. AWS is negotiable at the local level for inclusion in Local Agreements.

ARTICLE 21 OVERTIME ASSIGNMENTS

SECTION 1. GENERAL

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

SECTION 2. SCHEDULING AND APPROVAL OF OVERTIME

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

SECTION 3. CALL-BACK OVERTIME WORK

- A. "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which he/she is required to return to the place of employment to perform the work.
- B. Employees shall be provided advance notice, to the maximum extent possible, of the requirement to perform call-back overtime work.
- C. At least 2 hours overtime pay is guaranteed for call-back overtime work.
- D. For those situations where an employee is directed to perform work without returning to the place of employment, the employee will be paid for the actual time spent performing work consistent with governing laws, regulations, and decisions of the Comptroller General.

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. Consistent with governing laws, regulations, and decisions of the Comptroller General, employees who are directed to work during the "on-call" condition, even if the work is performed outside the work site, will be paid for actual time spent performing the work.

SECTION 5. BEEPERS

Local Agreements may address policies for carrying beepers outside of normal work hours.

ARTICLE 22
ADMINISTRATIVE LEAVE

SECTION 1. GENERAL

- A. For the purpose of this Article, administrative leave is defined as an excused absence from duty without loss of pay and without charge to leave.
- B. The Agency and the Council 169 agree that within the parameters set forth in Sections 2 through 6, the establishment of administrative leave procedures is a matter for negotiation at the local level.

SECTION 2. REGISTRATION AND VOTING

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

SECTION 3. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

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

- A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the local activity:
 - 1. Notification procedures shall be established in accordance with the circumstances attendant to each local situation. When those procedures provide for public media announcement and when any employee has reasonably relied on a public media announcement that his/her duty station or that all Federal offices in his/her area are closed due to weather or other conditions, he/she will not be considered AWOL or charged leave if, in fact, the duty station remains open and the employee, relying on the announcement, is unaware that it is open.
 - 2. Workdays in which Federal offices are closed are non-workdays for leave purposes. Regular employees are excused without charge to leave or loss of pay; this does not apply to employees in a non-pay status on the days immediately before and after the day the office is closed.
- B. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon his or her duty or leave status at the time of dismissal:
 - 1. If the employee was on active duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.
 - 2. If the employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time the employee departed until the time set for dismissal.
 - 3. If the employee was scheduled to report for duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.
 - 4. If the employee was absent on approved leave for the entire work-shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or LWOP, as applicable).
- C. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station, or an assigned site away from the duty station, prevents an employee from getting to work on time or not at all, the employee may be granted administrative leave on a case-by-case basis, provided that the employee presents to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency.
- D. When an employee is officially authorized to use his/her privately owned vehicle for the convenience of the Government and that vehicle breaks down or is otherwise inoperative, the

employee shall be in a duty status in connection with emergency repairs to the vehicle if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions.

SECTION 4. VETERANS PARTICIPATING IN MILITARY FUNERAL CEREMONIES

- A. Employees who are veterans may be granted administrative leave not to exceed four contiguous hours in any workday to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.
- B. Supervisors may also excuse absences up to four hours for veterans, for the purpose of participating as active pallbearers or as members of firing squads or guards of honor, in funerals of active duty military not covered above or for such participation in funerals of veterans.
- C. Upon request and workload permitting, annual leave/leave without pay may be approved in conjunction with the administrative leave for the remainder of the workday.

SECTION 5. BLOOD DONATION

- A. Provided there is a request by local medical authorities (i.e., physician, Red Cross, Blood Bank, etc.) and it is approved in advance, employees shall be granted administrative leave not to exceed four (4) contiguous hours in a workday for the purpose of making platelet donations and recuperating. Employees are not permitted to accept payment for these services while on administrative leave.
- B. Provided that it is approved in advance, employees shall be granted administrative leave not to exceed four contiguous hours in a workday for the purposes of making blood donations and recuperating from donating blood. This provision does not apply to employees making blood donations for their own use or who receive compensation for giving blood. The requirement for a request by local medical authorities does not apply to whole blood donations.

SECTION 6. EMERGENCY RESCUE OR PROTECTIVE WORK

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

ARTICLE 23
LEAVE WITHOUT PAY

SECTION 1.

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

SECTION 2. LEAVE WITHOUT PAY FOR EMPLOYEES

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

ARTICLE 24
ANNUAL LEAVE

GENERAL PROVISIONS.

Administration of annual leave is subject to Local Agreements, consistent with the following:

- A. Employees have the right to accrue annual leave.
- B. The Employer will consider workload in making decisions to approve or deny annual leave requests.
- C. Although the reasons an employee wants to take annual leave are normally not the concern of the Employer, there may be situations where denial of annual leave would create a personal hardship. In those instances, the employee may elect to share the reasons for requesting leave and the Employer will consider those reasons in making a decision.
- D. Consistent with workload requirements, the Employer shall schedule work so as to approve leave requests such that employees may have an annual vacation leave period of at least 2 consecutive weeks.
- E. Employees will be paid for accrued annual leave at the time they separate from the government.
- F. Leave will be taken in 15 minute increments if less than a full hour is used.
- G. The parties recognize that cancellation of approved annual leave can create a hardship for employees. If mission considerations require the Employer to cancel previously approved leave, the Employer will advise the employee as soon as it becomes known to Management of the reasons for the cancellation and indicate when leave can be taken. Special consideration will be given to employees who can show proof of deposits for accommodations made prior to notice of the cancellation. Upon request by the Employee, the reasons for cancelling leave will be provided in writing. The statement of reasons will indicate specific mission requirements that led to the management decision.
- H. Annual leave is normally requested and approved in advance. In an emergency the employee must contact his/her supervisor or the supervisor's designated representative, normally within two hours after the start of his/her shift and request annual leave. The Employer must make a decision to approve or deny emergency annual leave on an individual case-by-case basis. The Employer will have a person available during each shift who has the authority to receive requests for emergency leave.
- I. Approved annual leave that was scheduled in advance, standing alone and absent indication of abuse, typically is not sufficient reason for considering an employee a leave abuser.
- J. Employees have a right to request advanced annual leave. The lack of leave alone is not an adequate reason for denial of an advanced annual leave request. The maximum amount of advance annual leave which may be granted is the number of hours which will be accrued by the employee before the end of the leave year, or for those employees serving under temporary appointments that amount they will earn by the scheduled expiration date of their appointments not to exceed the amount they will be able to accrue by the end of the leave year.

ARTICLE 25 SICK LEAVE

SECTION 1.

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

- A. Receives medical, dental, or optical examination or treatment;
- B. Is unable to work/incapacitated for his or her duties due to physical or mental illness, injury, pregnancy, or childbirth;
- C. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment; or provides care for a family member with a serious health condition;
- D. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- E. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence because of exposure to a communicable disease;
- F. Must be absent from work for adoption related activities.

SECTION 2.

When possible, sick leave will be scheduled in advance of its use. When advance planning is not possible, the employee must contact his/her supervisor or the supervisor's designated representative normally within two hours after the start of his/her shift and request sick leave. When the requested sick leave will last five or fewer work days, the employee may advise the supervisor of the anticipated duration of the absence. Daily calls during that time are not required. Local Agreements as authorized in Article 38 will address administration of this section. In extreme circumstances where the employee is actually unable to personally make the contact, another individual (e.g., spouse) may contact the employee's supervisor. In the case of hearing impaired, use of email or Relay Service may be used to communicate requests for sick leave.

SECTION 3.

Employees may be required to produce administratively acceptable evidence to support a request for sick leave. Absent a suspicion of leave abuse or the presence of a sick leave restriction letter, the employee's self-certification is normally acceptable for absences of five days or fewer. The employee's self-certification may be considered administratively acceptable for sick leave requests or the Employer may request a health care certification to support the sick leave request. Supervisors requesting medical certification for absences of five days or fewer should be able to state the reason for the request. All medical certifications must be provided no later than 15 calendar days after the date such medical certification is requested. If it is not practicable under the particular circumstances to provide the requested evidence within 15 calendar days after the date requested despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved but not later than 30 calendar days after the date such documentation is requested. An employee who does not provide the required evidence or medical certification within the specified period of time is not entitled to sick leave. When exercising its right to issue leave restriction letters, the Employer will consider the relevant circumstances.

Examples of potential leave misuse include:

- A. Absence after paydays.
- B. Sick leave before or after holidays.
- C. Sick leave in connection with non-workdays

- D. Absences during heavy workloads or undesirable duties.
- E. Intermittent sick leave use of short duration with vague excuses.
- F. Sick leave being used as soon as it is accrued.
- G. The employee claims illness on the day that annual leave or LWOP has been previously denied.

Examples of situations that, in and of themselves, and absent a pattern or indication of abuse are not sufficient reasons for considering an employee a leave abuser:

- A. A low sick leave balance.
- B. The employee requests sick leave on a day adjoining a non-workday, when there is no pattern of using leave on such days.
- C. An employee's serious illness exhausts earned sick leave.
- D. Previously approved scheduled leave (For example – recurring scheduled appointments for treatments of medical conditions).
- E. Approved sick leave (scheduled or unscheduled) for which the employee has provided administratively acceptable evidence to support the request.

When the Employer suspects an employee is misusing sick leave, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick leave record, or if the supervisor determines that counseling/warning is inappropriate, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants. These letters shall not be retained more than 12 months, unless the employee has been notified in writing that the requirement to produce the medical certificate is being continued. The letter should be limited to sick leave restriction unless there is documented evidence of both sick leave abuse and excessive employee-initiated unscheduled/emergency leave (annual leave).

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

SECTION 4.

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

SECTION 5.

The Employer may advance a maximum of 30 days (240 hours) of sick leave to a full-time employee at the beginning of a leave year or at any time thereafter when required by the exigencies of the situation for a serious disability or ailment of the employee or a family member or for purposes relating to the adoption of a child. Thirty days is the maximum amount of advance sick leave an employee may have to his or her credit at any one time. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave an agency may advance must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek.

If advanced sick leave is denied, the Employer will provide the reasons for denial to the employee in writing.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

Leave requested under the Family Medical Leave Act and family friendly leave policies are administered under the provisions of Article 26 - Family and Medical Leave Act (FMLA), Family Friendly Leave Policies, and Bone Marrow/Organ Donation Leave.

SECTION 9:

Employees who call in to request sick leave due to illness but do not have sufficient accrued leave (sick or annual) to cover such requests for leave due to illness, may be required to provide appropriate medical documentation upon return to duty verifying that they were incapacitated. Leave Without Pay (unless advance annual or sick leave is requested and approved) will be granted if the employee provides the appropriate medical documentation. Otherwise, such absence may be charged as AWOL.

ARTICLE 26
FAMILY AND MEDICAL LEAVE ACT (FMLA), FAMILY FRIENDLY LEAVE POLICIES AND
BONE MARROW/ORGAN DONATION LEAVE

SECTION 1. FMLA ENTITLEMENT

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

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

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

SECTION 2. FMLA JOB BENEFITS AND PROTECTION

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

SECTION 3. FMLA ADVANCE NOTICE AND MEDICAL CERTIFICATION

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

SECTION 4. SICK LEAVE FOR FAMILY CARE OR BEREAVEMENT PURPOSES

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

- provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment; or
- make arrangements necessitated by the death of a family member or attend the funeral of a family member.

For part-time or an employee with an uncommon tour of duty the amount of sick leave available is the number of hours of sick leave he/she normally accrues during a leave year.

"Family member" for this section is defined in 5 CFR 630.201(b) , as amended. Information on this can be found on the DLA Human Resources Web Site at: www.hr.dla.mil.

SECTION 5. SICK LEAVE FOR ADOPTION

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

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

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

ARTICLE 27 COURT LEAVE

SECTION 1 - AUTHORIZED LEAVE

In accordance with applicable law and 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 either: 1) a juror or 2) a witness on behalf of any party when the Federal, State, DC or Local Government is a party to the judicial proceeding. Such employee shall be paid at his/her established rate of pay (including applicable premiums). If an employee is on approved leave/credit hours when called for jury/witness service, court leave shall be substituted.

SECTION 2 – USE OF COURT LEAVE

- A. When an employee is summoned for jury/witness service, s/he shall notify his/her supervisor as soon as possible. Upon return to duty, the employee will present to the employer written evidence of time served as soon as possible, but within the current pay period if possible.
- B. An employee working day shifts who is required to perform service as a juror or witness as described in section 1 above during his/her regularly scheduled work hours shall be granted court leave for those hours. An employee working night or an irregular shift (irregular tours of duty will be converted to Monday through Friday) that is required to perform service as a juror or witness during the day shall be granted court leave for his/her regularly scheduled work hours as necessary to allow sufficient rest between release from or report for his/her regularly scheduled shift and service as a juror or witness.
- C. When an employee is excused or released from jury/witness service, s/he may be expected to return to duty provided there are at least two hours remaining in his/her scheduled work period, excluding travel time; i.e., after the employee would arrive at the work site, and provided the return to work imposes no hardship on the employee. In determining whether the employee should return to work, the supervisor shall consider such factors as the type of transportation available, the distance involved, travel time, and any other pertinent factors. Additionally, no employee shall be required to perform a combination of work and court leave greater than his/her (i) regularly scheduled work hours in any 24 hour period, or (ii) regularly scheduled work days in a pay period, unless overtime is properly assigned per the provisions of the appropriate local agreement. If it is reasonably determined that the employee should return to work, the employee may request and be granted annual leave/credit hours rather than return to work. Such annual leave/credit hours will be approved in the absence of significant workload considerations.

ARTICLE 28 OFFICIAL TRAVEL

SECTION 1. GENERAL

- A. This Article is applicable to all official travel performed by the bargaining unit represented by the Union.
- B. The Employer and Council 169 agree that an employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays, or luxury accommodations, which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.
- C. Payment of per diem or actual expense allowances (including additional expenses incurred by disabled employees who are required to travel), as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Civilian Personnel Joint Travel Regulations (JTR).
- D. The Employer will provide training on the use of the Defense Travel System and technical assistance as needed.

SECTION 2. TRAVEL ORDERS

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

SECTION 3. SCHEDULING TDY TRAVEL

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

SECTION 4. TEMPORARY DUTY ASSIGNMENTS

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

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

- B. The employee may voluntarily return to his/her permanent duty station provided that his/her availability for duty on the scheduled TDY workdays is not affected adversely. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the per diem or actual expense allowance to which the employee would have been entitled had he/she remained at the place of TDY.
- C. It is the intent of the parties to provide employees with a reasonable rest period upon return from TDY. When an employee returning from TDY arrives between midnight and 0600 due to circumstances beyond their control, the employer will consider granting excused absence to provide for a reasonable rest period prior to returning to duty.

SECTION 5. MODES OF TRANSPORTATION

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

SECTION 6. TRAVEL VOUCHERS

Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate office for processing. The employee shall be permitted to resolve any matters concerning financial reimbursement during his/her regularly scheduled work hours without loss of pay or charge to leave. The Employer will advise the employee of the appropriate office or point of contact who will provide advice on the processing of the travel voucher and financial entitlements. In the event the authorizing official is not available to act on a travel voucher within a reasonable amount of time, the Employer will designate another official to review and act on the voucher.

SECTION 7. GOVERNMENT TRAVEL CREDIT CARD (GTCC)

- A. The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirement that official travel will be charged on the GTCC and that the Employer must have certain procedures in place regarding travel. The GTCC is an Employer tool to be used in carrying out official travel. It is a Government-issued card for official business only and is not a personal credit card of the employee. Infrequent travelers (those who are not required to travel more than twice per year) are exempt from using the GTCC. The Employer will publish information on its web page that explains the purpose of the travel card, its proper uses and answers common questions about using the card. It will also publish information for those who are exempt from using the GTCC. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.
- B. Any bargaining unit employee who has been issued a GTCC and is identified as an infrequent traveler will be notified two weeks in advance before their travel card is deactivated provided the card issuer gives DLA more than two weeks' notice. In the event DLA does not receive two weeks' notice, the Employer will notify the employee within two workdays of receiving notice. The preferred notification method will be by e-mail unless the cardholder does not have e-mail access. In cases where the bargaining unit member does not have e-mail access, the cardholder will be notified in writing that his/her card will be deactivated and the date of deactivation.

Notification will include information on options available to infrequent travelers. Such information will also be posted to the DLA Travel web page and available in hard copy upon request.

- C. Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging, transportation and rental car expenses. Any amount of reimbursement due in excess of that paid to the card issuer will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the card issuer under the split disbursement process, including any charges made by persons the employee allows to use the card.
- D. Employees who file timely travel claims upon completion of travel (defined by the Financial Management Regulation Vol. 9, Chapter 8, Section 080501 to be within 5 working days of return to the Permanent Duty Station) but fail to receive the allowable reimbursement in a timely manner by the Employer (after 30 days of receipt of the travel claim) AND who incur late fees in such cases from the card issuer will be authorized to submit a supplemental travel voucher to servicing travel pay office for the reimbursement of the late fees assessed. Employees will also be entitled to the appropriate amount of interest authorized by the Prompt Payment Act. This reimbursement provision also applies when an employee cannot file a timely claim due to actions of the Employer (e.g., delays in processing vouchers or issuing travel orders.)
- E. In the event an employee's account becomes 45 days delinquent, the Employer will contact the employee upon receipt of the 45 day notice. Employees will be contacted by the Activity Program Coordinator (APC) via email (when available) and advised that the employee should contact the APC as soon as possible to discuss an urgent matter related to their travel card. When email is not available, the Employer will advise the employee, via telephone or in writing, of the delinquency. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.
- F. Prior to an employee becoming subject to salary offset, the employee will be notified, in writing, of his/her due process rights under the Debt Collection Act of 1982. The Employer will provide such employees with the procedures used for salary offset and will respond to questions from the employee regarding the process. In the event of an erroneous salary offset, the Employer will provide assistance to the employee to resolve the matter, including speaking with and writing to the servicing travel pay office on the employee's behalf. For purposes of this paragraph, e-mail is a suitable means of communicating in writing. The employee will be provided a copy of the written communication.
- G. Should the Employer decide to lower the amount of credit available to a travel cardholder, the cardholder will be informed of the change 30 days in advance. Cardholders needing additional amounts of credit for valid government travel will be advised to contact the APC or designee for assistance in obtaining the increased amount of credit.
- H. Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, or regulation.
- I. Employees may have a Union representative during conversations and meetings regarding disputes involving the GTCC. These meetings may be in person or by teleconference.
- J. Unresolved disputes may be addressed using the Negotiated Grievance Procedure.

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

SECTION 8. TRAVEL ORDERS FOR UNION REPRESENTATIVES.

Union representatives who are employees may travel for official representational and training functions in situations where this MLA does not authorize payment of travel expenses. Payment of expenses for such orders is the responsibility of the Union or the individual.

ARTICLE 29
REASSIGNMENTS, DETAILS AND LOANS

SECTION 1. DEFINITIONS

- A. A "reassignment" is defined as any change of an employee from one position to another without demotion or promotion within the Agency.
- B. A "detail" is the temporary assignment of an employee without change of Civil Service status or pay to a different position, other than his/her official position, for a specified period of time, with the employee returning to his/her regular duties at the end of the detail.
- C. A "loan" is the short-term assignment (10 workdays or less) of an employee to another supervisor or organization to meet temporary or limited work situations where the position has the same grade, series and basic duties as his/her regularly assigned position. Loans are typically used in distribution depots. Assignments for more than 10 workdays will be considered to be details.

SECTION 2. REASSIGNMENTS

- A. The Employer has the right to select employees for reassignment. In exercising its right, the Employer may ask for volunteers, post a vacancy announcement, direct a reassignment, or use other means of identifying candidates. Should the Employer elect to solicit volunteers, the Employer has the sole discretion to (1) determine the area(s) from which volunteers will be sought, (2) determine the knowledge, skills, abilities and other characteristics required for the position(s), and (3) assess the qualifications of the volunteers. In the event the Employer has solicited volunteers and finds a tie-breaker is needed to select from among identically qualified volunteers, see section 5.
- B. When management determines it will fill vacancies by voluntary reassignment, the following procedure will be used:
 - 1. Employees shall be notified by electronic and/or paper postings.
 - 2. The notifications will be posted for 5 workdays in order to permit interested employees to respond and will include instructions on the application format. Options for application include a resume or OF-612, or simply providing a written statement of interest.
 - 3. Employees will apply using the format specified in the posting.
 - 4. All qualified employees within the area of consideration defined in A(1) above who submit a timely application will be considered.
 - 5. Selections will be in accordance with paragraph A above.
 - 6. Employees selected for reassignment will normally be released within 30 days.
 - 7. No further modification of this procedure at the local level is authorized.
- C. Reassignments will not be used as a reward or punishment
- D. Normally, an employee will be advised, in writing, at least 15 calendar days prior to an Employer directed reassignment. The Employer will concurrently notify the Union when an employee is involuntarily reassigned outside the bargaining unit.
- E. The Employer shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of his/her position to duties, which the employee is qualified and capable of performing. Placements of this nature will be temporary, generally not exceeding 90 days. After this period, action shall be taken to review or reassess the employee's condition. Dependent on the employee's condition and qualifications, the Employer may return the employee to his/her official position of record, extend the temporary assignment, assign the employee to a position at the same or lower grade, or counsel the employee on disability retirement if the employee is eligible. The Employer may initiate separation if reassignment or change to lower grade is not possible because of disabilities and absence of vacancies for which the employee meets qualification requirements. If such an employee submits a request for Disability Retirement, the Employer will consider the option of carrying the employee in a sick, annual, or leave without pay status, as appropriate.
- F. The Employer will ensure that the needs of physically disabled employees are considered in reassignment actions.

- G. The Employer will consider a request for reassignment, or not to be reassigned, based upon an employee's personal hardship. These reasons will be discussed with the employee before the supervisor makes a final decision. Local Agreements will address review of hardship requests.
- H. If a known likely RIF situation exists, employees will not be reassigned to positions that the Employer knows will adversely or positively affect their RIF placement rights.

SECTION 3. DETAILS

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

SECTION 4. LOANS

Procedures for effecting loans will be included in Local Agreements.

SECTION 5. SENIORITY TIE-BREAKERS

Seniority tie-breakers for bargaining unit employees will be determined using the following methods, if a seniority tie-breaker is needed:

- A. Service Comp Date
- B. Month and day of the birthday (not year) using the Julian Date, in ascending order.

ARTICLE 30 REORGANIZATION

SECTION 1. DEFINITION OF REORGANIZATION

Reorganization is defined as the planned elimination, addition or redistribution of significant functions or duties in an organization and/or organizational unit. Organizational Unit is defined in DLA as a formally established entity under a Primary Level Field Activity or J/D-Code with an assigned group of employees under a supervisor or manager performing a continuing function and workload, generally, but not always, reflected by an official "organizational code" in the personnel and financial systems.

SECTION 2. PROCEDURES

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

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

SECTION 3. NOTIFICATION OF REORGANIZATION

The Employer shall provide the appropriate Council 169 Local with not less than 30 calendar days' notice prior to effecting reassignment actions resulting from the reorganization in order to afford the Council 169 Local an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. Notification will include the final organization structure ("wiring diagram"), the numbers, job titles and grades of positions involved, and a DCPDS listing of current employees (as of the date the list is generated) in the affected organizations. The listing will include names, pay plan, series, grade, title and organization code. Subsequent to notification, the union will be advised if there are changes to the proposed new organizations or positions, but minor changes will not necessitate a new 30 day notice period. If a reorganization requires the application of adverse action, reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

SECTION 4. STABILITY OF POSITIONS PRIOR TO EFFECTING A REORGANIZATION

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

SECTION 5. SUCCESSOR POSITIONS

When a position in an organization is abolished as a result of a reorganization and an identical position is to be established at the same grade within 30 days in a new organization within the activity, the incumbent of the old position will be accorded priority consideration for assignment to the newly established position, unless this would conflict with the assignment rights of another employee. The foregoing is subject to management's discretion to decide to fill the newly established position.

SECTION 6. SHIFT REALIGNMENT

Shift realignments following reorganizations are appropriate for Local Agreements.

ARTICLE 31 REDUCTION-IN-FORCE

SECTION 1. DEFINITION

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

SECTION 2. STATEMENT OF PRINCIPLES

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

SECTION 3. NOTIFICATION

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

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

SECTION 4. DOCUMENTATION

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

SECTION 5. EFFECTIVE DATE

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

SECTION 6. OFFERS OF PLACEMENT

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

SECTION 7. RESPONSE TO OFFER

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

SECTION 8. COMPETITIVE LEVELS AND RETENTION REGISTERS

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

SECTION 9. SEPARATION

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

SECTION 10. WAIVER OF QUALIFICATIONS

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

SECTION 11. INFORMATION TO EMPLOYEES

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

SECTION 12. RETIREMENT

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

SECTION 13. COMPETITIVE AREA

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

SECTION 14. DISPLACEMENT

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

SECTION 15. RELOCATION

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

ARTICLE 32
TRANSFER OF FUNCTION

SECTION 1. DEFINITION

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

SECTION 2. PROCEDURES

In transfers of function within DLA:

- A. The Employer will provide notification to the appropriate Council 169 Local(s) not less than 60 calendar days prior to the effective date of any approved transfer of function. The Local(s) may waive this notification period.
- B. Transfers of function within commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.
- C. Where employees are being relocated to a different commuting area, the losing Employer will:
 1. Provide the appropriate Council 169 Local(s) with the maximum notice possible but not less than 60 calendar days notice prior to the effective date of any approved transfer of function in order to negotiate the impact and procedures for the implementation of the transfer of function.
 2. Assist and counsel the affected employee(s) in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.
 3. Counsel the employee(s) on individual rights relating to retirement and severance pay and placement potential.
 4. Give any employee(s) affected by a transfer of function outside the commuting area, causing physical move, not less than 60 calendar days notice in writing of the transfer of function which provides for at least 30 calendar days for the employee to respond as to whether he/she is willing to accompany the function.
 5. The Employer will provide affected employees with 30 calendar days to respond to a specific job offer.
 6. When the Employer becomes aware that a transfer of function may result in employees being separated, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means such as reassignment, voluntary separation incentive payments (VSIP), early retirement (VERA), attrition, use of vacant positions for placement, filling positions at the full performance level, waiver or modification of qualification requirements, and positive placement efforts. The Employer will contact and aid the appropriate state employment service concerning all affected employees for job placement and re-training services.

SECTION 3. DOCUMENTATION

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

ARTICLE 33
CONTRACTING OUT AND OUTSOURCING

SECTION 1. GENERAL

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

SECTION 2. NOTIFICATION OF CONTRACTING OUT

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

SECTION 3. NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT

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

SECTION 4. NOTIFICATION OF OUTSOURCING

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

ARTICLE 34
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. GENERAL

- A. A "disciplinary action" is defined as a written reprimand or a suspension for 14 calendar days or less. Also included are oral admonishments although these are considered to be informal disciplinary actions.
- B. An "adverse action" is defined as a removal, a suspension for more than 14 calendar days, or a reduction in grade and/or pay taken for cause.
- C. For purposes of this Article, the term "adverse action" does not apply to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 7511(a)(1)(A), a suspension or removal taken in the interest of national security, an action taken under reduction-in-force procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction in grade or removal of employees based on unacceptable performance pursuant to 5 U.S.C. 4303.
- D. Disciplinary or adverse actions will be taken only for just and sufficient cause and in accordance with applicable laws and regulations.
- E. Contingent upon the circumstances of the individual case and the need to investigate and collect information, disciplinary and adverse actions will be initiated in a reasonable period of time (generally 15 work days) after the supervisor becomes aware of the incident which is the basis for the action. At such time as the Supervisor believes it is likely he/she will propose or effect a formal disciplinary action, the Supervisor will advise the employee that the action is being considered and the general basis of the action.
- F. At any meeting initiated by the Agency between an employee and an Agency official which the employee reasonably believes may result in an adverse or disciplinary action, a DLA Council Local representative shall be given the opportunity to be present upon the employee's request in accordance with Article 4 of this Master Agreement. If representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.
- G. The Employer reserves the right to cancel the investigatory interview once the employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources. The inquiry shall be conducted in such a manner as to avoid personal embarrassment to the affected employee.
- H. In exercising its right to discipline employees, for suspensions and adverse actions the Employer will consider the relevant Douglas Factors in accordance with the DLA-I 7106, Maintaining Discipline.
- I. In considering the penalty for disciplinary and adverse actions, the Agency may take into account those disciplinary and adverse actions taken within 5 years prior to the effective date of the proposed current action.

SECTION 2. PROCEDURES FOR ORAL ADMONISHMENTS

Being the least disciplinary measure, oral admonishments will normally be a matter between the employee and his/her supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary corrective action with the employee. The incident and necessary correction will be documented by the supervisor; the employee will be so advised and, upon request, provided a copy of the dated documentation. Information concerning oral admonishments will not be retained more than 12 months.

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

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

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

- A. All of the procedural requirements in Section 3 A and B apply except that the advance period will be not less than 30 calendar days, and the employee will be given at least 20 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or other supportive documents.
- B. The 30 calendar day advance written notice period is not required for a removal or an indefinite suspension when there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In such cases, the advance notice period will be not less than 10 calendar days and the reply period will be not less than 7 calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed 10 calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. 7513(b).

SECTION 5. LETTERS OF WARNING AND INSTRUCTION

- A. A letter of warning and instruction is not a disciplinary action, but may be used to clarify a procedure, issue specific instruction, or impose certain requirements in an attempt to correct a deficiency in performance or conduct before a disciplinary action becomes necessary.
- B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder and the

employee will be so notified. Information concerning the letter of warning shall not be retained more than 12 months. At any time 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.

- C. Letters will advise the recipient that s/he may contact a union representative.

SECTION 6. GRIEVANCE/APPEAL RIGHTS

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

SECTION 7. LETTERS OF DISCIPLINE

The Employer may elect to use Letters of Discipline in lieu of the disciplinary actions described in Section 3. When used, Letters of Discipline will substitute for a traditional disciplinary action at the decision step. Letters of Discipline are grievable.

SECTION 8. ACTIONS BASED UPON SECURITY CLEARANCE INVESTIGATIONS

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

If an employee is indefinitely suspended due to the loss of a security clearance, they may request to exhaust their accrued annual leave prior to the effective date of the indefinite suspension. This provision does not apply to those employees who lose their security clearance due to the reasonable belief the employee has committed a crime for which a sentence of imprisonment may be imposed or when the loss of a security clearance is related to a national security issue.

SECTION 9. ALTERNATIVE DISCIPLINE

The Parties recognize that Alternative Discipline may be an effective tool to correct or improve employee behavior. The use of alternative discipline is at the discretion of management and the decision to use or not use alternative discipline may not be grieved. Information on and examples of alternative discipline can be found at www.mspb.gov/studies and www.opm.gov/er/adrguide/Section1-a.asp.

One example of alternative discipline is a last chance agreement (LCA). Management has the discretion to offer or rescind an offer of a last chance agreement. At the request of the employee, the union will be given an opportunity to review last chance agreements prior to the employee signing the agreement.

If a last chance agreement affects conditions of employment for bargaining unit employees other than the affected employee, the language of a proposed LCA that affects conditions of employment for bargaining unit employees will be provided to the Local President or designee prior to effecting the LCA. Such changes may be subject to bargaining in accordance with the provisions of Article 5.

**ARTICLE 35
DRUG TESTING PROGRAM**

SECTION 1. GENERAL

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

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

SECTION 2. TESTING PROGRAM

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

- A. Testing Designated Position (TDP) means a position that has been designated by the Director, DLA, as subject to random drug testing.
 - 1. An employee occupying a TDP will receive written notice that his or her position has been determined to meet the criteria and justification for random drug testing at least 30 days before the individual is subject to unannounced random testing. The notice will include the reason for inclusion, the appeal procedure for requesting review of the designation and the name of a point of contact for questions regarding the decision. In addition, the notice will include a statement that the employee is entitled to Union representation if they choose to appeal their designation.
 - 2. Bargaining unit employees selected for random testing will be selected on the basis of neutral criteria.
 - 3. An employee may appeal the testing designation of his/her position within 30 days following receipt of the written notice, and within 30 days of any material change in the duties of the position. If new information becomes available, an employee may appeal the TDP designation within 30 days of becoming aware of the new information.
- B. Types of drug testing are:
 - 1. *Random Testing* of bargaining unit employees in TDPs and other bargaining unit personnel who volunteer for such tests.
 - 2. *Reasonable Suspicion Testing*. Although such testing does not require certainty, mere hunches are not sufficient to meet this standard. Further information regarding the levels of approval required for reasonable suspicion testing are included in the Employer's Drug Free Workplace policy. Reasonable suspicion testing may be based upon, among other things,
 - a) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;

- b) A pattern of abnormal conduct or erratic behavior;
 - c) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
 - d) Information provided by reliable and credible sources or independently corroborated, or;
 - e) Newly discovered evidence that the employee has tampered with a previous drug test.
3. *Applicant Testing* for appointments made by the Employer (including reassignments, transfer, or detail for more than 120 days) to positions with TDP designation. Applicant testing is not required for employees who currently occupy a TDP within the Agency and have satisfied the requirements for entry into their current TDP.
 4. *Follow-up Testing* is required as part of the rehabilitation or counseling program under the EAP.
 5. *Accident Testing*. Such testing may be required when an employee is involved in a Class A, B, or C mishap. Mishap categories are periodically updated by DoD to adjust dollar values. At the time of this MLA, DoD Instruction 6055.7 defines mishaps as follows:
 - a) Class A Mishap. The resulting total cost of damage to Government and other property in the amount of \$1,000,000 or more; a DoD aircraft is destroyed; or an injury and/or occupational illness results in a fatality or permanent total disability.
 - b) Class B Mishap. The resulting total cost of damage is \$200,000 or more, but less than \$1,000,000. An injury and/or occupational illness results in permanent partial disability; or when three or more personnel are hospitalized for inpatient care (which, for accident reporting purposes only, does not include just observation and/or diagnostic care) as a result of a single accident.
 - c) Class C Mishap. The resulting total cost of property damage is \$20,000 or more, but less than \$200,000; a nonfatal injury that causes any loss of time from work beyond the day shift or shift on which it occurred; or a nonfatal illness or disability that causes loss of time from work or disability at any time (lost time case.)
- C. All employees required to take a drug test at the direction of the Employer will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time, or be released.
 - D. When an employee is selected for random testing and is unable to, or chooses not to, transport himself/herself (for example, due to being in a car pool) to the collection facility, the Employer will make transportation arrangements to and from the facility. In cases of reasonable suspicion, accident or unsafe practice, or follow-up testing, the Employer will arrange for transportation of the Employee to and from the collection site.
 - E. When the employee drives to and from the collection site, local mileage for travel to and from the collection site will be paid in accordance with the provisions of the Joint Travel Regulations.
 - F. Pre-employment testing for Reduction in Force (RIF). An employee whose RIF placement rights result in placement in a TDP is subject to pre-employment testing. In the event the employee believes he/she is not medically qualified for the position, the employee will be allowed five calendar days from the date the position is formally offered to submit medical documentation to prove the medical disqualification. The requirement to submit to testing will be delayed until the employee has provided the information or five days have elapsed, whichever occurs first. For the purposes of the RIF at hand, an employee providing acceptable medical documentation will be considered medically disqualified. The employee is not entitled to recant at a later date and demand placement in the position. Such delays will not be permitted if the delay will result in another employee being adversely affected by the RIF.

SECTION 3. RANDOM SELECTION FOR TESTING

- A. The Employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing. A bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the Employer in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees

- volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs and may withdraw from participation at any time.
- B. A bargaining unit employee selected for random drug testing may obtain a deferral of testing if the employee's first-line supervisor and second-line supervisor concur that a compelling need necessitates a deferral on the grounds that the employee is:
 - 1. In a leave status (sick, annual, administrative, or Leave Without Pay)
 - 2. In official travel status (TDY) or is about to embark on travel that was scheduled prior to testing notification.

SECTION 4. SPECIFIC NOTIFICATION OF TEST

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

- A. The reasons for ordering the drug testing and how the employee was selected for the test (e.g., random, reasonable suspicion, investigation or an accident, etc.).
- B. The consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s).
- C. The notice will advise the employee of his/her right to Union representation during the collection process.

SECTION 5. METHODS AND PROCEDURES FOR TESTING

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

SECTION 6. COLLECTION PROCEDURES

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

SECTION 7. SAFE HARBOR

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

SECTION 8. ADMINISTRATIVE ACTION

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

SECTION 9. EMPLOYEE ASSISTANCE PROGRAM REFERRAL

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

SECTION 10. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

SECTION 11. UNION REPRESENTATION

- A. A grievance concerning an alleged impropriety in the drug testing process will be handled by the parties in the same manner as any other grievance. The parties will cooperate in attempts to resolve any dispute according to the negotiated grievance procedure.
- B. Upon request, the employee will be provided information concerning the drug testing process and the chain of custody.
- C. Employees may have Union representation upon notification of the random drug test to ask questions related to the test, as an observer during the collection process, in discussions with the Medical Review Officer, and in discussions with supervisors concerning the test results. The employee's request for a union representative will be honored, but will not add to the mandatory time (two hours) within which to report to the collection site.

SECTION 12. DISCLOSURE OF INFORMATION TO COUNCIL 169

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

ARTICLE 36 GRIEVANCE PROCEDURES

SECTION 1. GENERAL

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement. For purposes of this Article, employees filing a grievance will not be subject to reprisal or retaliation in accordance with 5 U.S.C 2301.

SECTION 2. ALTERNATIVE DISPUTE RESOLUTION

The parties agree to encourage managers, union representatives and employees to consider Alternative Dispute Resolution (ADR) as a means of resolving disputes. ADR is the preferred means as it is a positive means of resolving conflict without resorting to adversarial approaches. See Article 48.

SECTION 3. COVERAGE AND SCOPE

- A. This Article shall constitute the sole and exclusive procedure available to the Employer, the Union and employees of the bargaining unit for the resolution of grievances applicable to any matter involving the interpretation, application, or violation of this agreement, Local Agreements, or matters involving the interpretation and implementation of laws, policies, regulations and practices of the Employer not specifically covered by this Agreement.
- B. Employee(s) Grievance. A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, application and/or violation of this Agreement or the Local Agreements 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. Grievances involving employees in more than one local must be submitted and processed individually at each location. Such grievances may not be joined.
- C. Council 169 Local or Local Employer Grievance. A grievance by a Council 169 Local or local Employer organization is a request for relief over the local interpretation or application of this Agreement or its Local Agreements covering the two parties, or the local interpretation or application of Employer regulations covering personnel policies and practices and other matters affecting conditions of employment. Grievances involving more than one local must be submitted and processed individually at each location. Such grievances may not be joined.
- D. Executive Board of Council 169 or DLA Headquarters Grievance. A grievance by the Executive Board of Council 169 or DLA Headquarters officials is a request for relief covering disputes between the parties over actions taken or alleged failure to take appropriate action which involves the interpretation and application of this Master Agreement, or an Executive Board of the Council 169 or DLA Headquarters interpretation or application of any rule or regulation covering personnel policies and practices and other matters affecting employment.

SECTION 4. MATTERS EXCLUDED

Excluded from these procedures are:

- A. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U. S. C. (relating to prohibited political activities).
- B. Retirement, life insurance or health insurance.
- C. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).
- D. Any examination, certification or appointment.

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

SECTION 5. APPEAL OR GRIEVANCE OPTION

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

SECTION 6. EXCLUSIVE PROCEDURE

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

SECTION 7. REPRESENTATION

- A. An employee who files a grievance under this procedure may be represented only by an individual designated by the Council 169 Local. The provisions of Article 1, Section 3 apply as appropriate.
- B. An employee or group of employee(s) may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and providing that a Council 169 Local representative is given an opportunity to be present at the grievance proceeding.
- C. A Council 169 Local representative will be on official time when performing representational functions under this Article during normal duty hours. In the interest of expeditious and economical processing of grievances, the Council 169 Local will designate a representative from within the employee's geographic area. When it is not possible to designate a representative from the employee's geographic area and the grievance involves a suspension of 30 days or more, a demotion or a removal for cause, the Agency will pay for a reasonable amount of travel and per diem, as applicable, for the Council 169 Local representative for representational functions associated with the formal step of the grievance procedure specified in Section 8 of this Article. Authorization for such payment will be subject to the Official Travel provisions of this Agreement. In no case will the Employer grant official time or bear the costs of travel and per diem for such representational functions for a representative who is not an employee of DLA, unless mutually agreed otherwise.

SECTION 8. GRIEVANCE PROCEDURE

This section describes procedures for grievances submitted by the parties described in Section 2 B, C and D above. Timeframes may be extended by mutual agreement.

- A. The procedure for an employee grievance is based on the issue being grieved.

All formal disciplinary actions, to include letters of reprimand, suspensions, demotions, removals and unsatisfactory performance ratings, may be grieved within 10 work days from the date of the decision notice or the date the performance rating was presented. Grievances are submitted to the field activity Commander or Director, or the Headquarters J-Code Director or equivalent that may designate a representative to address the issue. When the supervisor, union representative and/or grievant are not in the same geographic location and the grievance concerns a removal, demotion, or suspension of 30 days or more, travel and per diem will be authorized if the employee requests a face-to-face meeting and the management representative elects not to travel to the grievant.

- B. All grievances related to formal disciplinary actions (as noted above) must be submitted as a formal grievance.

- C. Informal Grievance Process:

1. It is the intent of the parties to resolve grievances at the lowest possible level and that grievances follow the reporting chain of the employee. The intent to follow the reporting chain does not preclude a Commander/Director/J-Code Director or equivalent from designating an official outside the chain of command as his/her representative to address the issue.
 - a) The grievance may be taken up orally or in writing by the grievant(s) and the Council 169 Local representative with the immediate supervisor. The informal grievance must be initiated within 20 work days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. The first level supervisor will advise the employee and representative if s/he does not have authority to grant the requested relief and within 5 workdays will refer the grievance to the management official who has the authority to address the grievance. The management official hearing the informal grievance will provide a written or oral response within 5 workdays after presentation of the grievance. Informal grievances that are submitted in writing will be responded to in writing. The parties at the local level may develop a form for the submission of grievances.
 - b) If the matter is not satisfactorily resolved in the informal grievance, the grievant may, within 10 workdays, submit the complaint in writing through the formal grievance process.

- D. Formal Grievance:

1. Formal grievances are submitted to the Commander/Director or Headquarters J-Code Director or equivalent in the employee's chain of command. The official receiving the grievance or his/her designated representative will meet to discuss the grievance within 10 workdays of receipt of the formal grievance. Such meetings may be conducted via telephone or VTC when the supervisors, union representative and/or grievant are not in the same location. Within 10 workdays after presentation of the grievance, the Commander/Director/J-Code Director equivalent, or designee will issue a written decision to the grievant and the Council 169 Local representative. The decision will contain specific rationale and constitutes the final agency decision. Suspensions, demotions, removals, and unsatisfactory performance ratings will not be effected, and letters of reprimand will not be placed in the eOPF until a final Agency decision on the grievance is made.
2. Formal grievances must be signed by the grievant(s) and must include the following data:
 - a) The aggrieved employee(s)' name, position title, grade, and organization.

- b) A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data and the article of the MLA or the local agreement, if applicable.
 - c) A brief statement of the step(s) taken to informally resolve the grievance.
 - d) The personal remedy (corrective, not punitive action) that is being sought.
 - e) A statement that discrimination based on race, color, religion, age, sex, or national origin is or is not an issue in the grievance.
 - f) Identification of the employee's representative.
- E. Grievances filed by the Employer shall be submitted to the Council 169 Local President. Grievances submitted by the Council 169 Local (Union grievances) shall be submitted to the Commander/Director/J-Code Director or equivalent. Such grievances must be submitted in writing within 20 work days from the date the grieving party became aware of the act or occurrence that gave rise to the grievance. The grievance will include a description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data, and the specific requested relief. The parties will meet within 10 work days to discuss the matter. The party receiving the grievance will provide a written response within 10 work days following the meeting.
- F. If the Local Organization or the Council 169 Local Representative is not satisfied with the decision on the grievance, either party may request that the grievance be advanced to arbitration in accordance with Article 37 of this Master Labor Agreement. Such request must be made within 20 workdays after receipt of the decision.
- G. Grievances over the interpretation and/or application of the Master Labor Agreement which are resolved through local grievance or arbitration procedures shall not be construed as establishing controlling precedent over that portion of the Master Labor Agreement which was at issue and shall be binding only on the Council 169 Local and the local organization involved.

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

- A. This procedure covers disputes over actions taken (or alleged failure to take appropriate actions) by the Executive Board of AFGE Council 169 or DLA Headquarters officials which involve the interpretation and application of this Master Labor Agreement. When the Executive Board files a grievance which raises the same issue filed by a Local or an employee, the local or employee grievance(s) will be subsumed by the grievance submitted by the Executive Board of AFGE Council 169. No further processing of local grievances will occur once the grievance has been subsumed into the Council 169 grievance. The same restriction applies to grievances submitted by a Field Activity when the Agency files a grievance on the same issue.
- B. Council 169 and the Employer agree to exert every effort to resolve matters raised under this procedure informally and in as expeditious a manner as possible. To facilitate informal resolution:
- 1. Council 169 or the Employer shall fully inform the other party of the matter of concern at the earliest opportunity.
 - 2. Informal resolutions shall not be construed as establishing binding precedent on a particular practice or, necessarily, on the interpretation of the Master Labor Agreement.
- C. If the matter is not resolved informally:
- 1. The Council 169 President/Director, DLA (or designee), whichever is the grieving party, shall communicate in writing to the other party, stating the precise nature of the

grievance, a description of the full background and/or circumstances leading to the grievance, applicable records and/or supporting documents, a specific citation of the portion(s) of the Master Labor Agreement which is applicable to the grievance along with a statement explaining why or in what manner it is felt that the particular portion(s) is being misinterpreted or misapplied, the specific relief or adjustment requested, and a description of efforts taken to resolve the matter informally along with a statement explaining why offered informal resolutions, if any, were not considered satisfactory.

2. The Council 169 President/Director, DLA (or his designee), whichever is the responding party, shall prepare a final written response to the written grievance within 15 working days following receipt of the grievance.
3. The grieving party will notify the respondent of its acceptance of the final written response or its intent to advance the matter to arbitration in accordance with Article 37 of this Master Labor Agreement within 20 workdays following receipt of the response.

SECTION 10. FAILURE TO MEET TIME REQUIREMENTS

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

SECTION 11. WITNESSES

In the event either party needs a witness or witnesses during a grievance meeting, DLA employee(s) who are called by the parties shall be in a duty status if otherwise in a duty status. The Employer will not prevent reasonable access to witnesses in advance of grievance meetings. Witness testimony may be provided via telephone, sworn statement, declaration, or video teleconference. In the event the parties agree that in-person testimony is required of a witness who is not local, such witnesses who are DLA employees will be issued travel orders and paid travel and per diem expenses in accordance with appropriate regulations.

SECTION 12. RECORDS AND DOCUMENTATION

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

ARTICLE 37 ARBITRATION

SECTION 1. GENERAL

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

SECTION 2. SELECTION OF ARBITRATOR

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

SECTION 3. ARBITRATION PROCEEDINGS

- A. Once an arbitration hearing has been scheduled, there shall be no postponement or rescheduling of the hearing except by the written mutual agreement of the parties.
- B. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties desires a transcript of the proceedings, that party shall be responsible for making arrangements for and the full cost of the transcript. If the other party later wishes a copy of the transcript, that party shall pay for half of the combined cost of the original transcript and the second copy.
- C. At least 10 working days before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify along with a listing of facts and/or evidence that may be stipulated in advance of the hearing. If the parties cannot agree on a slate of witnesses, it shall be at the sole discretion of the arbitrator to determine who may testify.
- D. The grievant, his/her representative, and the DLA employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration hearing. All DLA participants shall be in a duty status.
- E. The arbitrator's award shall be limited solely to answering the question(s) put to him/her by the parties' submission. In the event the parties are unable to agree to a submission statement, the arbitrator shall be empowered to formulate his/her own statement of the issue(s) to be resolved.
- F. The arbitrator shall be requested to render and simultaneously serve a written decision upon both parties within 30 calendar days after the conclusion of the hearing.

SECTION 4. COST OF ARBITRATION

The fee and expenses of the arbitrator shall be borne equally by the parties including the cost of the list of arbitrators obtained from the FMCS. The parties are encouraged to enter into settlement discussions early in the process. In the event either party initiates a settlement discussion after the point in time an

arbitrator's fees are incurred, and a settlement agreement is reached on or before the date of the hearing, the offeror of the settlement shall pay all fees and expenses charged by the arbitrator.

SECTION 5. WITNESSES

In the event either party needs a witness or witnesses during an arbitration hearing, DLA employee(s) who are called by the parties shall be in a duty status. Testimony by witnesses who are not onsite will be normally provided via telephone, sworn statement, declaration, or video teleconference, unless the Arbitrator rules that in-person testimony is essential. For Council 169 grievances, in the event the Arbitrator determines s/he is unable to render a decision without in-person testimony, the Employer will pay travel and per diem for up to 3 union witnesses who are DLA employees. For local grievances, in the event the Arbitrator determines s/he is unable to render a decision without in-person testimony, the Employer will pay travel and per diem for 1 union witness who is an employee. The Employer will not pay travel and per diem for union witnesses in local technical cases such as contract interpretations.

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 LOCAL AGREEMENTS

SECTION 1. AUTHORITY OF THE MASTER AGREEMENT

This Agreement is a Master Agreement. Authority to negotiate at the local level is delegated by specific provisions of this agreement. Only those matters specifically cited in this Master Agreement as being appropriate for negotiation at the local level may be negotiated locally. All other matters must be negotiated between Council 169 and HQ DLA. Locally negotiated agreements shall not delete, change, nullify, or conflict with any provision, policy or procedure in this Agreement. When this agreement is silent regarding a subject, local union and management officials must request a specific delegation of authority from Council 169 and DLA Headquarters to negotiate at the local level. Two types of agreements are authorized:

A. Local Agreements. Are agreements negotiated upon completion of this MLA concerning matters specifically authorized by this agreement for local bargaining. Such agreements are negotiated at the local levels as defined in Section 2. Such agreements are authorized by specific provisions of this MLA and each such agreement stands on its own. For example, Article 20 authorizes a local negotiated agreement regarding hours of duty. Article 21 authorizes a local agreement regarding Overtime Assignments. The two agreements are separate and independent. It is not necessary to conclude negotiations on both agreements to implement those for which bargaining is successfully concluded once such agreements have been approved by the parties at the DLA Headquarters and Council 169.

B. Other Local Agreements. Such matters are covered in detail in Article 5.

SECTION 2. SITES FOR LOCAL AGREEMENTS

A. For purposes of Section 1A, "Local" is defined as:

1. National Capital Region. HQ, DLA Energy and DLA Strategic Materials sites outside the NCR will follow NCR agreements, unless they are co-located with other sites having local agreements.
2. Battle Creek, Michigan (includes all DLA bargaining unit employees in the area).
3. DLA Disposition Services field sites that are not co-located with other DLA Activities.
4. DLA Document Services field sites that are not co-located with other DLA Activities.
5. DLA Distribution Headquarters and DLA Distribution Susquehanna, PA (includes all DLA bargaining unit employees in the area).
6. DLA Distribution San Joaquin, CA (includes all DLA bargaining unit employees in the area).
7. DLA Oklahoma City (includes all DLA bargaining unit employees in the area).
8. DLA Warner Robins (includes all DLA bargaining unit employees in the area).
9. DLA Ogden, UT (includes all DLA bargaining unit employees in the area).
10. Distribution Depots (collectively) including: San Diego, CA ; Norfolk, VA; Jacksonville, FL; Tobyhanna, PA; Barstow, CA; Albany, GA; Anniston, AL; Corpus Christi, TX. This includes those locations that were reassigned to DLA through the Navy Warehouse Transfer which are a part of the Depots at Norfolk, Jacksonville, and San Diego.
11. Columbus, Ohio (includes all DLA bargaining unit employees in the area).
12. Philadelphia, Pennsylvania (includes all DLA bargaining unit employees in the area).
13. Richmond, Virginia (includes employees of the Industrial Plant Equipment Services and all DLA bargaining unit employees in the Richmond, VA area).
14. The Depot Level Repairables (DLR) sites at Detroit, MI and Aberdeen, MD will use the Columbus, OH Local Agreement.
15. The DLR site at Redstone Arsenal, AL site will use the Richmond, VA Local Agreement.
16. The SS&D sites at San Diego, CA, Tobyhanna, PA, Anniston, AL , Barstow, CA and

Albany, GA will use the 8 Depots Local Agreement.

17. Forward presence positions located at the following physical locations will use the Richmond, VA Local Agreement; Redstone Arsenal, AL; Fort Rucker, AL; North Island, CA; LeMoore, CA; San Diego, CA; Jacksonville, FL; Scott AFB, IL; Cherry Point, NC; Langley AFB, VA; Oceana, VA; and Corpus Christi, TX.
18. Forward presence positions located at the following physical locations will use the Columbus, OH Local Agreement: Bremerton, WA; Norfolk, VA; Barstow, CA; Albany, GA; Anniston, AL; Red River, TX; Letterkenny, PA; and Tobyhanna, PA.

- B. For purposes of Section 2A4 above, the employer will grant official time for three employees who would otherwise have been in a duty status and pay travel and per diem for those representatives. For purposes of Section 2A10 above, the employer will grant official time for six DLA employees who would otherwise have been in a duty status and pay travel and per diem for those representatives. For the remaining locations, official time will be authorized for a reasonable number of DLA employees who would otherwise have been in a duty status. The Council and the Employer agree that three to five representatives is a reasonable number. The parties encourage the use of electronic communications methods (e.g., video teleconferences, telephone conferences, office communicator) where appropriate and practicable for these negotiations and for pre-negotiations.

SECTION 3. INTERPRETATION AND APPLICATION OF THE MASTER AGREEMENT BENEATH THE LEVEL OF EXCLUSIVE RECOGNITION

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

SECTION 4. EXISTING LOCAL AGREEMENTS

Local agreements in effect that are not in conflict with this agreement may continue. Provisions of local agreements in conflict with this MLA must be negotiated. Absent any such conflict, Local Agreements are not required to be negotiated if the local parties do not desire. Either party may propose to negotiate a new local agreement under this MLA. Negotiations on local agreements should commence within 60 days following the training on this MLA, and should be completed within 120 days following the training on this MLA. If negotiations extend past the 120 days the parties must notify the Director, DLA Human Resources and the President, AFGE Council 169 and provide the reason for the delay. The parties will approach negotiations with the intent of reaching agreement expeditiously and will use the services of the Federal Mediation and Conciliation Service and may refer the matter to the Federal Service Impasses Panel, if necessary. Use of binding arbitration may be invoked by either party following mediation. If the parties jointly agree to arbitration, the costs of arbitration will be shared. If the parties do not jointly invoke arbitration, the moving party will pay the arbitrator's fees. In the event binding arbitration is invoked, the arbitrator will review only the language proposed by both parties regarding the specific procedures being negotiated. The arbitrator will determine the final language to be submitted to Council 169 and DLA Headquarters for review in accordance with Section 5 below.

SECTION 5. REVIEW OF AGREEMENTS AND RESOLUTION OF DISPUTES

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

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

ARTICLE 39
STAYS OF SUSPENSIONS OF MORE THAN 14 DAYS, REMOVALS FOR CAUSE AND DEMOTIONS

SECTION 1. GENERAL

An employee may request a stay of a suspension of more than 14 days, removal for cause or demotion when the employee:

- A. timely requests and is denied participation in ADR as described in Article 48, Dispute Resolution Procedures, or
- B. foregoes ADR and files a timely grievance or MSPB appeal.

The stay must be requested in writing and submitted to the field activity Commander or Director, or the Headquarters J-Code Director or equivalent, prior to the effective date of the action. The action will be stayed for 45 calendar days from the effective date of the action or until an arbitrator or MSPB judge issues an award, whichever comes first. In the event MSPB declines jurisdiction, the stay will be terminated and the action processed.

Decision notices for such 15 day or more suspensions, demotions and removals will provide ten workdays notice prior to the effective date in order to provide the employee with sufficient time to request a stay.

SECTION 2. ACTIONS NOT COVERED

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

ARTICLE 40
PERSONNEL RECORDS

SECTION 1. GENERAL

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

SECTION 2. ELECTRONIC OFFICIAL PERSONNEL FOLDER (eOPF)

- A. The eOPF is the official repository for records affecting an employee's status and Federal service. The folder provides the basic source of factual data about the employee's Federal employment history. It is used primarily by the servicing DHRS Office in screening qualifications for RIF placement, determining status, computing length of service, and other information needed in providing personnel services. Normally, eOPFs are not used to determine qualifications for Merit Promotion.
- B. The Employer shall provide for the maintenance of an eOPF for every employee.
- C. Material will be filed in the eOPF in compliance with applicable rules and regulations of the OPM.
- D. Employees and their designated representative shall be permitted to review any document appearing in the employee's eOPF upon request. If the representative seeks to review the eOPF without the employee present, the employee must provide written authorization to the Employer.
- E. Authorized personnel, not employed by the Employer, may inspect an employee's eOPF 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 eOPF, and upon request, the information from this accounting will be made available to the employee.
- F. Employees, upon request, shall be advised of the length of time the Employer intends to maintain unfavorable material in the eOPF.
- G. Records of charges placed in the eOPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.
- H. No derogatory material of any nature shall be placed in the employee's eOPF, or the supervisor's files (formerly accomplished using the obsolete "SF-7B" card and attachments) without their express knowledge. The employee will be informed before any derogatory entry is filed. When a notation concerning counseling, oral admonishment, disciplinary action, adverse action, etc., is entered into the supervisor's files, the entry will be discussed and the employee shall be advised of their right to make written comments. Initialing or signing the document does not confer agreement. Upon request, employees shall be furnished copies of any and all data the employer is maintaining concerning their employment, except the eOPF which the employee can access electronically. If the employee is unable to access the eOPF electronically a paper copy will be provided upon request. At the sole discretion of the supervisor, negative notations regarding counseling or oral admonishments may be removed from the supervisor's file when the employee's conduct improves.

ARTICLE 41
PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION I. GENERAL

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

- B. The Employer and Council 169 agree that the Council 169 Local and the Employer are each responsible for fully informing the employee that his/her authorization for a payroll allotment:
 - 1. Is completely voluntary; and
 - 2. May be revoked only after a period of at least 1 year has elapsed from the effective date thereof. Thereafter, revocation of dues deductions will be effected based upon the date (e.g. anniversary, specific) negotiated in Local Agreements authorized by the Article 38.

SECTION 2. AUTHORIZATION OF PAYROLL ALLOTMENT

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

SECTION 3. TERMINATION OF AUTHORIZATION

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

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

negotiated in Local Agreements authorized by the Article 38.

SECTION 4. PROCESSING PAYROLL ALLOTMENTS

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

ARTICLE 42
LABOR-MANAGEMENT TRAINING

SECTION 1. UNION SPONSORED TRAINING

It is to the advantage of the parties if Union officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Workload permitting, officers and stewards may be granted reasonable amounts of official time to attend AFGE-sponsored training sessions or other courses related to representational duties (as defined in Article 3) that are available at no cost to the Government, either for tuition or for travel and per diem. Requests for such official time will include a copy of the training agenda in order to enable the Employer to determine those portions for which official time will be authorized. The annual AFGE Legislative Conference is considered to be training for purposes of this Section, except for those portions of the conference that involve lobbying Congress on pending legislation or specific bills the AFGE is seeking to have a Representative or Senator introduce.

SECTION 2. MANAGEMENT SPONSORED TRAINING

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

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

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

SECTION 3. MASTER LABOR AGREEMENT (MLA) TRAINING

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

ARTICLE 43
COPIES OF AGREEMENT

SECTION 1. GENERAL

The Employer will provide printed booklet copies (8.5" x 11") of this Master Labor Agreement, changes thereto and Local Agreements to each Distribution Depot and Federal Wage System employee in the bargaining unit. The Employer will also post this Master Labor Agreement, changes thereto and Local Agreements on the DLA Human Resources web site.

SECTION 2. COPIES FOR LOCALS

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

SECTION 3. COPIES FOR EMPLOYEES

The Employer will give new Distribution Depot and Federal Wage System employees a copy of this Master Labor Agreement, changes thereto and the applicable Local Agreements at the time the employee is being processed for employment.

ARTICLE 44
POLICE OFFICERS AND FIREFIGHTERS

This Master Labor Agreement covers firefighters and police officers who are in the bargaining unit. Issues unique to police and firefighter positions and operations where the provisions of the MLA are not applicable or may not be appropriate, such as but not limited to overtime for firefighters, will be negotiated in Local Agreements as identified in Article 38. Prior to the parties engaging in local negotiations on these unique issues, the local parties must submit the requested topics to the President, AFGE Council 169 and the DLA Director Human Resources for an authorization to bargain.

Matters for police officers related to training, equipment, uniforms, physical fitness standards and other similar matters affecting conditions of employment will be negotiated at the level of recognition unless the parties mutually agree to delegate the authority to bargain to the local level.

ARTICLE 45
EMPLOYER-UNION COOPERATION

SECTION 1.

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

SECTION 2.

Joint Labor-Management Committees will be established at the local level. The parties will mutually determine the frequency of their meetings and the number of their representatives. Meetings will be scheduled during normal working hours to permit discussion of agenda items but will not include overtime.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

ARTICLE 46
PERSONAL AUDIO DEVICES

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

Use of such devices is permitted to the extent that such use does not create a safety hazard or inconvenience other employees or customers. When a dispute regarding audio devices arises among employees, the employees will attempt to resolve it among themselves. If that is unsuccessful, the employees, a Union representative and the supervisor will meet in an attempt to resolve the matter. If that is unsuccessful, the supervisor will render a decision. Employees who operate powered industrial equipment or work in an environment where such equipment is utilized may not use personal electronic/audio devices.

ARTICLE 47
LABOR MANAGEMENT MEETINGS

- A. The parties agree that quarterly meetings between officials of DLA HQ and the Council 169 Executive Board will be held to facilitate a constructive labor-management relationship. The parties may mutually agree to conduct additional meetings in person, via video teleconference or by telephone. The Employer will pay per diem and travel and provide official time (for time otherwise in a duty status) for up to nine Executive Board members.

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

ARTICLE 48
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. DEFINITION

- A. Alternative Dispute Resolution. A process designed to resolve disputes in a manner that avoids the cost, delay, and unpredictability of the traditional adjudicatory process. The overall objectives of the ADR Program are to promote open communication between disputing parties, reduce costs, and resolve disputes at the lowest possible organizational level at the earliest opportunity. The parties agree to encourage managers, union representatives and employees to consider Alternative Dispute Resolution as a means of resolving disputes. ADR is the preferred means as it is a positive means of resolving conflict without resorting to adversarial approaches.
- B. Mediation. A dispute resolution process in which a trained, impartial third party helps the parties communicate with each other and explore alternatives to meet their interests. Mediation emphasizes problem solving rather than a determination of fault or adversarial procedures.
- C. Mediator. The mediator is a trained neutral third party who provides assistance to disputing parties in attempting to reach a resolution.
- D. Management Representative. Is a management official who has been delegated authority to enter into settlement agreements that are binding on the Agency. Normally, in disciplinary actions where a final agency decision has been rendered, the management attendee in ADR will be at a level higher than the deciding official.

SECTION 2. PROCESS

- A. The parties agree to engage in ADR in good faith to explore issues and options as possible resolutions of part or the entire dispute.
- B. An employee may request ADR at any time by requesting it through their supervisor. The employer will either approve or disapprove the request. If approved, the employer will arrange the ADR.
- C. Participation in the ADR process is voluntary for both parties, and may be ended at any time by any party.
- D. The goal of ADR is to reach a mutually agreeable resolution. Settlement agreements reached as a result of the ADR process are binding on both parties and must be consistent with laws, rules or regulations and may not violate the terms of this Agreement. The language of a settlement agreement that affects conditions of employment of bargaining unit employees will be provided to the Local President or designee prior to effecting an agreement. Such changes may be subject to bargaining in accordance with the provisions of Article 5. Providing this copy to the union will constitute notice under the terms of Article 5. The parties will keep the terms of the settlement agreements confidential to the extent permissible by law, regulation, policy and agreement. It is understood that the terms may be shared with those with a need to know.
- E. The parties may have advisor(s) of their choice during the mediation process. The parties to the dispute are expected to participate fully in the discussions regarding the dispute and potential resolution.
- F. Since the parties are discussing matters that may affect their rights, the parties have the right and opportunity to consult with counsel/representatives.

- G. In matters involving a grievable action:
1. For suspensions, demotions, removals, reprimands and unsatisfactory performance ratings, the employee may submit a written request for ADR within 10 work days from the date of the decision notice or the date the performance rating was presented. Selection of ADR suspends the time limit for filing a grievance until the ADR process is complete. The ADR process must be completed within 20 workdays from the date of request, unless the parties mutually agree to an extension. Suspensions, demotions, removals, and unsatisfactory performance ratings will not be effected, and letters of reprimand will not be placed in the eOPF until the employee's time limit for requesting ADR has expired. Such actions are held in abeyance during ADR. In the event ADR is unsuccessful, the employee may elect to proceed with a formal grievance by filing with the Commander/Director/J-Code Director or equivalent in writing within 5 work days from the date of conclusion of the ADR process.
 2. For other matters (not covered in a. above) the employee has 20 days to request ADR or to file a grievance. If ADR is requested the time limit for filing a grievance is suspended until the ADR process is completed or the request for ADR is denied. The ADR process must be completed within 20 workdays, unless the parties mutually agree to an extension. In the event the dispute is not resolved through ADR, the employee may submit a formal grievance within 5 workdays of the conclusion of the ADR process.
- H. The Employer agrees to use ADR techniques unless it determines ADR is not appropriate. When the Commander/Director/J-Code Director or equivalent decides ADR is not appropriate, the rationale will be provided in writing. Although individual Employer decisions to decline ADR are not grievable, a pattern of consistently avoiding ADR is not in keeping with the spirit of this agreement. The Council 169 Executive Board will advise the Director of DLA of such situations.
- I. In order for ADR to succeed, the participants must have confidence in the neutrality of the mediator/facilitator. In the event either party believes the neutral party is not truly a neutral, another mediator/facilitator will be selected.
- J. The parties understand that the mediator shall not decide anything, give legal or other professional advice, evaluate the dispute, or promote any particular outcome. The role of the mediator is to listen; help the parties clarify their issues, interests and statements; and generally facilitate the parties' discussion.
- K. The mediator/s shall not testify on behalf of any party. The parties agree not to subpoena the mediator/s or the mediator/s' records.
- L. Everything said and done in ADR is confidential, except as specifically waived in writing. In addition, until reduced to writing and signed by all parties, all terms of any offers, options, and agreements made in connection with the ADR are considered non-binding proposals and are confidential.
- M. Unless the parties specifically agree otherwise in writing, a written agreement reached through ADR and signed by all parties shall be confidential.

SECTION 3. EVALUATION

At the conclusion of the mediation initiative, the parties to the mediation shall be requested (not mandatory) to complete an evaluation form. Upon request the union will be provided copies of the Mediation Evaluation Forms. The forms will be redacted to protect the confidentiality of the ADR process.

SECTION 4. RECORDS

Since confidentiality considerations shall be maintained throughout the ADR process, no written records of the ADR proceedings shall be maintained.

ARTICLE 49
WELLNESS/FITNESS PROGRAM

SECTION 1. PURPOSE

A wellness/fitness program enhances the well-being of DLA employees and contributes to a healthy and productive workforce. Employees may voluntarily participate in wellness/fitness activities during the workday for a maximum of 1 hour per day three times per week. The goal is to encourage and motivate employees to develop a healthy lifestyle and enhance the quality of work life.

- A. The Agency and the Council recognize that employees are responsible for their own health and fitness. While all employees are encouraged to adopt healthy lifestyles and actively pursue fitness in coordination with their physician's advice and guidance, participation in any Agency-sponsored health promotion or activity is voluntary.
- B. The Agency will publicize the availability of medical programs (such as education programs relating to health, diet and nutrition) that may be offered to employees as part of a Wellness Program. Participation in such programs is voluntary, is subject to availability of Agency funds, and may be done as a part of the Agency sponsored Wellness/Fitness Program.
- C. The Agency and the Council agree that it is in the employees' best interest to consult with a medical professional prior to beginning any physical fitness program and encourage all employees to do so.

SECTION 2. AUTHORIZED TIME FOR WELLNESS/FITNESS ACTIVITIES

- A. Employees may be granted a maximum of 1 hour per day three times per week of administrative leave during duty time for wellness/fitness activities. Part-time employees will be authorized a pro-rated amount of time based on the average number of hours worked during a pay period. Only one block of time per day is authorized under this program. Fitness activities suitable for administrative leave should address cardiovascular/aerobic endurance, muscular strength, flexibility and body conditioning. Wellness activities include, but are not limited to, onsite or agency-sponsored classes on health education, weight management, stress management, tobacco cessation and on-site health screenings.
- B. Any unused periods of time cannot be banked and carried over to the next week. The three hours per week includes time for changing clothes, showering and traveling to/from the exercise location.
- C. Wellness/fitness activities may be used in conjunction with the regularly scheduled lunch period or before or at the end of the day. Employees are responsible for keeping their supervisors advised of when and where they are participating in wellness/fitness activities.
- D. Any periods of time over the 3-hour limit will be charged as annual leave, credit hours or compensatory time and is subject to supervisory/manager approval and leave and absence regulations.
- E. On site facilities, such as the facility/base gym, on base running/walking tracks should be used if available. However, alternate arrangements may be approved for those employees not co-located with on-site facilities. Alternate arrangements are subject to negotiations between the parties at the local level and are authorized to be included in Local Agreements. Memberships to commercial fitness facilities are the responsibility of the individual employee and will not be paid by the Agency.
- F. For production-oriented operations requiring minimum staffing levels for mission accomplishment, scheduling arrangements may be subject to negotiations between the parties at the local level and are authorized to be included in Local Agreements.
- G. Supervisors/managers may cancel an employee's wellness/fitness administrative leave for wellness/fitness based on mission requirements (supervisors will describe the specific mission reason for cancelling the wellness/fitness leave). Supervisors should try, whenever possible, to allow

employees to reschedule the exercise time period (up to 1 hour per day, 3 days per week) for another time or day in the week.

H. Administrative Leave for wellness/fitness may not be granted during times of mandatory overtime.

SECTION 3. PROCEDURES

- A. Prior to beginning a physical fitness program employees must self-certify to the best of their knowledge that they have no medical conditions or limitations that would put them at risk of injury or harm to their health while participating in the fitness program.
- B. Employees must submit the required form (to be agreed to with the Council) for requesting approval of administrative leave for wellness/fitness for physical fitness activities to their first level supervisor with a copy of their self-certification. This request must include the employee's projected times, location and nature of the fitness activities.
- C. The supervisor/manager will approve/disapprove the request based on mission requirements. Supervisors/managers are encouraged to approve requests to the fullest extent possible.

SECTION 4. ADDITIONAL CONDITIONS

- A. Employees scheduled for Temporary Duty (TDY) or training must suspend their wellness leave arrangements during applicable days/weeks.
- B. Participating employee's performance must be at the fully successful level.
- C. Employees must not have a current leave restriction letter or written reprimand.
- D. Employees who receive a suspension or demotion for misconduct or poor performance will be restricted from participation for a 15 month period from the effective date of the action.
- E. Employees on light duty are not eligible to participate in fitness activities until cleared for full duty.
- F. New employees are not eligible for the program during the first 90 days of employment with the agency.
- G. Employees or positions covered by an existing duty time-for-fitness provision (i.e., emergency essential employees, police officers and firefighters), are not entitled to additional administrative leave for fitness participation.
- H. If there are more employees requesting a specific time and date for wellness/fitness participation that can be allowed, the employees will attempt to resolve the conflict. If the employees cannot resolve the conflict, the highest service computation date (SCD) will prevail.
- I. Employees must maintain appropriate accountability of time and attendance while engaging in wellness/fitness activities and will report any administrative leave used for this purpose by entering "LN" in the EAGLE system, with the appropriate reason code, for the dates and times they participate in the program.
- J. An employee's participation in this program can be suspended at any time if abuse is suspected by the appropriate management representative.

SECTION 5. ADDITIONAL INFORMATION.

Upon expiration of the Master Labor Agreement, the parties agree to evaluate this article, including impact to mission and productivity, and make changes or modifications as appropriate.

ARTICLE 50
DURATION AND TERMINATION

SECTION 1.

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

SECTION 2.

This Agreement is executed effective April 19, 2016 and binding upon the parties as of May 19, 2016.

Statement on Matters Subject to Local Negotiations

The Defense Logistics Agency and American Federation of Government Employees Council 169 reaffirm that certain Articles contained in the Master Labor Agreement are subject to negotiations between the designated AFGE Council 169 Local and local DLA management. These matters are specifically identified in the MLA subject to the limitations in Article 38, and do not require specific authorization from the Parties under Article 5.

In an effort to provide better clarity and effective administration of this MLA, the Parties have identified the following provisions of the MLA subject to local negotiations. The intent of this Statement is to identify existing bargaining obligations at the local level under Article 38, not to expand or reduce bargaining. Failure to include a provision in the chart below that is otherwise specifically identified by the MLA as authorized for local negotiations does not remove, deauthorize, or otherwise cancel the ability of the local parties to negotiate over the matter. Similarly, inclusion of provision in the chart below not specifically authorized in the MLA for local negotiations does not grant authority to the local parties for negotiation.

Article	Provisions
5 – Proposals for Change During the Term of the Agreement	Section 2C
6 – Use of Official Facilities and Services	Section 1D; Section 1E; Section 2B
13 – Merit Promotion	Section 12D
15 – Safety and Health	Section 2; Section 4; Section 10
20 – Hours of Work	Section 1; Section 3D; Section 4
21 – Overtime	Section 1A; Section 2B; Section 5
22 – Administrative Leave	Section 1B
24 – Annual Leave	General Provisions
25 – Sick Leave	Section 2
29 – Reassignments, Details and Loans	Section 3A; Section 2G; Section 4
30 – Reorganization	Section 6
31 -- Reduction-in-Force	Section 6B; Section 9
41 – Payroll Allotments for Withholding of Dues	Section 3G
44 – Police Officers and Firefighters	First Paragraph
49 – Wellness/Fitness Program	Section 2E; Section 2F

The parties agree to the following Memorandum of Agreements (MOAs) will remain in effect. All MOAs negotiated at the National Level after April 19, 2016, are applicable and apply even if they are not included in the below list. All other MOAs negotiated at the National Level prior to April 19, 2016 and not included in the below list are dissolved.

7/19/2017	SAFETY AND OCCUPATIONAL HEALTH MANAGEMENT SYSTEM	115
06/22/2017	J62 DAWIA	116
06/22/2017	DAWIA	117
3/22/2017	PHASED RETIREMENT	119
11/07/2016	IMPLEMENTATION DEFENSE PERFORMANCE MANAGEMENT AND APPRAISAL PROGRAM (DPMAP)	120
10/25/2016	SECURITY AND EMERGENCY SERVICES PROFESSIONAL OF THE YEAR	121
08/11/2016	DIVERSITY AND INCLUSION COMMITTEE(S)	122
08/08/2016	COMMON ACCESS CARD (CAC) FOR ACCESSING THE ELECTRONIC BENEFITS INFORMATION SYSTEMS (EBIS)	123
03/31/2016	UPLOADING OF DESCRIPTIVE DATA AND PHOTOS	124
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