

DLA Columbus and AFGE Local 1148 Supplementation

June 19, 1996

Continuing Application to

Master Labor Agreement

Defense Logistics Agency and AFGE Council 169

April 2013

Notes:

1. Under the DLA-AFGE Council 169 Master Labor Agreement (MLA), authority to negotiate at the local level is designated by specific provisions of the Agreement, through Local Agreements.
2. This document covers former Agreement supplementation permitted under the MLA not superseded by a Local Agreement to the extent the language does not delete, change, nullify, or conflict with any provision, policy or procedure in the MLA.

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LOCAL SUPPLEMENT TO ARTICLE 31

REDUCTION-IN-FORCE

SECTION S1. Reduction-in-force (RIF) will be affected in accordance with all regulations in such a fashion as to cause the least disruption to the work force and the mission of the Employer.

SECTION S2.

A. The Employer agrees that, whenever possible, any reduction in personnel will be attained through normal attrition and by assignment of surplus employees in existing vacancies for which they are qualified.

B. *The Activity agrees to minimize the effect of a reduction-in-force (RIF) to the maximum extent possible through reassignment, retraining, or restricted outside hiring and any other appropriate means to avoid separation/downgrade of career or career-conditional employees. The Agency agrees to: (a) adjust the workforce through reassignment or transfer of unit employees to vacancies for which they are qualified; (b) not fill vacant positions under recruitment until a decision is made whether an affected employee can be placed in the position under RIF procedures; (c) fill trainee and developmental positions under recruitment at the target level through RIF regulations, and (d) take other appropriate actions.*

C. *The Activity agrees to have the Local AFGE representatives trained and participate fully in all RIF actions.*

SECTION S3.

A. Career or career-conditional employees separated by reduction-in-force action will be placed on the re-employment priority list and receive preference for vacancies in accordance with applicable regulations for which they are qualified and available. Lists of separated employees will be maintained as required by regulation.

B. *The Activity agrees to notify the Local at the time of decision of any proposed RIF. Such notification will be in writing and prior to any notification to affected unit employees. Management will advise as soon as possible information regarding the following:*

- 1. The reason for the RIF;*
- 2. The positions, numbers, types and grades of the employees to be affected;*
- 3. The proposed effective date of the action; and*
- 4. Any additional information relevant to the RIF.*

*Within 10 work days of receipt of written notice, the Local may request negotiations concerning the impact and procedures for implementing the RIF. Negotiations will begin within 10 work days of the request.*

Section S4. When an employee separated because of reduction-in-force action is offered and accepts a temporary appointment, he shall not thereby lose his right to be considered for permanent employment. Employees shall respond to any offer within the time limits specified on the written notice.

SECTION S5. Employees demoted without cause or placed in retained grade shall receive priority consideration for re-promotion for any vacancy for which they are qualified.

SECTION S6. Employees affected by reduction-in-force have the right to review their standing on the retention register. A request for information relative to the reduction-in-force should be presented by the affected employee to his Civilian Personnel Representative.

SECTION S7. The Employer agrees that a supervisor will not submit exceptional ratings on each critical element solely for the purpose of improving the standing of an employee on a retention register.

SECTION S8.

A. Any affected competitive levels and retention registers established shall be made available for review by the Local President upon request.

*B. A list of competitive levels and the retention register shall be provided to the Local at the time the notice is issued to affected employees. The Local shall be informed of any changes to competitive levels or retention registers. The above information shall be accomplished in a confidential manner. The Activity shall maintain all lists, records and information pertaining to the RIF for at least two years.*

*C. Upon request of the Local, the Activity shall make competitive level records available for review and will furnish a copy of the records for specific competitive levels.*

SECTION S9. Vacant positions which contain selective placement factors shall be reviewed by the Office of Civilian Personnel to determine if these factors are required or can be waived without seriously affecting the mission.

SECTION S10. In the event of a RIF, the Employer will contact the appropriate State Employment Service to obtain available information on training programs for which the employees may be eligible, and inform them how to apply for such training.

SECTION S11. An employee who accepts an offer of assignment to another position will be given necessary training in the new position as determined by the supervisor. *The Agency, after informing the Local, shall inform all employees as fully and as soon as possible of plans or requirements for RIF in accordance with applicable rules and regulations. The employee shall also be informed of the extent of the affected competitive area, the regulations governing RIF and kinds of assistance benefits provided for affected employees.*

SECTION S12. In all of the foregoing, the Employer and the Union agree to a program of positive cooperation and assurance to employees that their rights will be safeguarded.

SECTION S13. An employee who receives an advance notice for assignment to a lower graded position or separation has a right to review with Union assistance, if desired, all records pertaining to the action and to see a copy of all regulations pertaining to reduction-in-force. This includes the retention register for the affected employee's

competitive level and those for other positions for which he/she is qualified, down to and including those equivalent to the grade above the position, if any, which constitutes the best offer. If separation is proposed, this includes all positions equal to and above the grade level of his/her current position and all records relating to a review of his/her own retention record. The employee is entitled to review the registers listing the employee who will be entitled to displace him/her. The Employer agrees to make every reasonable effort to satisfy the employee's desire for information about something as important as a loss of his/her job. If, after this review, the employee believes that the provisions of all pertinent regulations have not been followed, he/she has the right to discuss any questions with a member of the Office of Civilian Personnel staff. If the employee still believes that the action does not comply with all pertinent regulations, a grievance may be submitted within 15 calendar days after the effective date of the action. *The competitive area for DSCC is DSCC. The competitive area for DSDC is DSDC.*

SECTION S14. In the event of a reduction-in-force and to the extent possible, the Employer agrees to give to all employees reached for RIF maximum assistance in obtaining other employment. *The Activity is encouraged to provide services under the Interagency Career Transition and Assistance (ICTAP) program as administered by OPM, the State or local governments.*

SECTION S15. After written notification to the union and as soon as available management will furnish, in writing, the following information:

1. The reason for the action to be taken;
2. The approximate number of employees who may be affected initially;
3. The types of positions anticipated to be affected initially; and
4. The anticipated effective date that action will be taken.

*Employees downgraded without personal cause and not at their request while serving in a career or career-conditional appointment shall be given priority consideration for re-promotion, without competition, to a position not above the grade from which downgraded. When an employee who has been determined to be among the top ranked candidates is not selected, written justification will be provided. The current performance appraisal of record shall apply until the conclusion of the RIF. If the Agency retains an employee under a mandatory or permissive temporary exception, the Local shall be notified.*

SECTION S16. The union will be afforded an opportunity to have an observer with the group making assignments in the RIF process.

SECTION S17. The competitive areas for bargaining unit employees are:  
A. DSCC and serviced DLA activities in the Columbus commuting area except DSDC, DRMR Columbus and DRMO Columbus.

B. DSDC  
(Competitive areas A and B are separate and do not impact each other).

SECTION S18. The provisions of the DSCC Supplement to DLAR 1410.1 are applicable to this Agreement.

LOCAL SUPPLEMENT TO ARTICLE 47

SECTION S3. This supplement will stay in full force and effect until a new supplement is agreed upon in that it does not conflict with the master agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 19th day of June 1996.

DEFENSE SUPPLY CENTER  
COLUMBUS

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES,  
LOCAL NO. 1148

- Signed -

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E. A. ELLIOT  
RADM, SC, USN  
Commander

DLA SYSTEMS  
DATA CENTER

- Signed -

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P. K. ANDERSON  
CAPT, SC, USN  
Commander

- Signed -

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CARMELITA B. RILEY  
President