Master Labor Agreement

September 2022

Defense Logistics Agency
and the
American Federation of Government Employees
Council 169

TABLE OF CONTENTS

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 (BUEs) 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 (BUEs) 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 Agency, (Defense Logistics Agency), hereby recognizes the American Federation of Government Employees Council 169, AFL-CIO (Union), as the exclusive representative of all the employees in the bargaining unit as defined in Section 2, below.

SECTION 2.

The consolidated bargaining unit and its sole and exclusive representative are defined in FLRA Certificate WA-RP-01-0051, dated March 14, 2002, and FLRA certificate CH-RP-08-0008, dated March 25, 2008, and any subsequent amendments.

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 any labor management relations matter involving the Agency and Council 169 or a local labor organization, each party (Staff Director, DLA Labor and Employee Relations Policy and President AFGE Council 169) 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 Employee (BUEs) 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 Employee (BUEs) should become a part of the professional or nonprofessional Employee (BUEs) consolidated unit, as appropriate.

B. Employees (BUEs) who are newly organized into the consolidated unit are subject to the terms and conditions of this MLA.

C. The parties agree that the terms and conditions of the Agreement apply only to positions within the certified bargaining unit.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1.

In the administration of this Agreement, the parties and employees are bound by all applicable laws, rules, and regulations of appropriate authorities, including DoD and DLA regulations, and all government-wide regulations in effect at the time this Agreement is executed. DLA regulations include any policy or issuance issued by DLA Headquarters and Major Subordinate Command (MSC), such as, directives, instructions, manuals, SOPs and other types of directive memoranda, and that have been given an opportunity to be negotiated by Council 169.

SECTION 2.

The Employer will 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 Agreement that conflicts with the provisions of this Agreement, unless such government-wide rule or regulation is deemed to have the force of law. Future DLA personnel rules, regulations, and policies will apply to the parties and bargaining 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 in conditions of employment having more than a de minimis impact on 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. The Employer, however, must operate within the limits delegated to the Director, DLA, by the Secretary of Defense, and comply with and implement non-discretionary directives issued by the Office of the Secretary of Defense. This section is not to be construed as a waiver of any bargaining rights guaranteed to the Union under 5 U.S.C. Chapter 71.

SECTION 4.

Nothing in this Agreement will 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.

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 until the language conflicts with the new Master Labor Agreement or in accordance with 5 U.S.C. Chapter 71. Such Local Agreements, past practices, and/or memoranda of understanding must have been approved by the parties at the national level in accordance with Article 38 of this agreement in order to be enforceable.

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 who are active DLA employees.

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

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

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

SECTION 3. OFFICIAL TIME

A. General

1. "Official time" means time granted by the Employer to a bargaining unit employee whose name has been provided in accordance with Section 1 or 2 of this Article as being an elected, designated, or appointed officer or representative of the Council 169 Executive Board or Council 169 Local to perform representational functions 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. If 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:

<u>Location Official Time FTEs:</u>

- DLA Disposition Services Field 1

- National Capital Region (including all DLA Installation Support 2sites)
- 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. DUTY REQUIREMENT

In recognition that all DLA employees must be ready to support the warfighter at any time, union representatives, including those on 100 percent official time may be required to perform the duties of their position of record in unscheduled and unanticipated mission-critical situations. Additionally, to ensure mission readiness, all union representatives must complete all required training, including training and certifications required for their position of record. Union representatives will have one year from the execution of this MLA to obtain or update any training and certifications required for their position of record.

SECTION 5. 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 equal 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.

B. Representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request representation before the meeting, or there may be situations where an employee begins a meeting without requesting representation, but then decides to request it. 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 THISAGREEMENT

A. This Section addresses Agency-wide changes ordered by DLA Headquarters, with the exception of changes that affect the National Capital Region only. Section 2 addresses all other changes.

B. For Council 169 Executive Board-initiated proposed changes to subjects not already covered by this MLA, Memoranda of Agreement, or applicable laws, rules and regulations as described in Article 2, Section 1, the Employer will respond to Council 169's proposals within 10 work days.

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 five (5) work days of receiving Council 169's proposals, the parties will confer as necessary to achieve an agreement. This will be accomplished, primarily, via telephone, written communication, and/or virtual communication. During this time period, either party may request and extension. If at the end of this time period any proposal remains outstanding, then the parties will meet for face-to-face negotiations, which may be conducted in person or through VTC, Skype, or a combination. Any videoconference tools/platforms used will be accessible by both parties, including Union representatives who are not DLA employees.

    1. The Agency can determine the amount of people on their team. The Council 169 President will determine the total number of members on the Council's Team.
    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 otherwise agreed to, the parties will negotiate as long or as frequently as necessary, normally eight (8) hours a day plus a one (1) hour lunch period, Tuesday through Friday, exclusive of Federal holidays, until agreement or impasse is reached. In the event negotiations last more than two (2) weeks, a one (1)-week break will follow every two (2) weeks of negotiations. Holiday, Saturday or Sunday travel will not be required for the Council 169 negotiators.
4. When necessary or agreed to, other scheduled labor-management meetings may be used to conduct negotiations.

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.

I. Agreements will be reduced to writing (i.e., MOA, MOU). When an agreement is reached it will be typed in final form and executed (signed and dated) by both parties without delay.

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 SOPs, MOAs, MOUs 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 who are DLA employees.

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

SECTION 5. IMPASSES

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

ARTICLE 6
USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. USE BY UNION

A. Council 169 shall be provided adequate private office space at the DLA Headquarters, with access to DSN and commercial phone service, and a computer with Internet access, when officers of the Council are meeting in the Headquarters Complex. The Council 169 President shall be provided private office space at his or her duty station with access to DSN and commercial phone service, lockable file cabinets, and personal computer with Internet access if s/he requests. Network access will not be provided to representatives that are not DLA employees.

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. No network access will be provided to representatives that are not DLA employees.

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. No network access will be provided to representatives that are not DLA employees.

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. No network access will be provided to representatives that are not DLA employees.

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. No network access will be provided to representatives that are not DLA employees.

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
FRAUD, WASTE, AND ABUSE

SECTION 1.

All BUEs should report fraud, waste, and abuse relating to the Employer, Union, and other DoD Activities.

SECTION 2.

Any BUE who suspects a case of fraud, waste, and abuse is encouraged to report the situation through the chain of command.

In addition, reporting agencies and phone numbers are available through various media, including bulletin boards, base publications, and internet sites.

The following listed numbers are for information purposes only and were valid at the time this article was approved. If these numbers are found to be invalid, the most current contact information and applicable forms for the following reporting agencies are available at the DLA website (www.dla.mil) and found at the bottom of the page.

DLA Enterprise Hotline (DLA Office of Inspector General): (800) 411-9127

DoD Hotline: (800) 424-9098

General Accounting Office (GAO): (800) 424-5454

U.S. Office of Special Counsel Hotlines:

(a) Prohibited Personnel Practices: (800) 872-9855
(b) Whistleblower Disclosure: (800) 872-9855
(c) Political Activity (Hatch Act): (800) 854-2824

U.S. Department of Labor's Office of Labor-Management Standards: (202) 693-0123

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

A. DLA will promote Equal Employment Opportunity in accordance with applicable law, government-wide regulation and DLA published EEO guidance.

B. The Agency will provide employees reasonable access to applicable EEO policies and regulations.

C. The Agency will make available to the Council its annual Office of Equal Employment Opportunity and Diversity Program Status Report under EEOC Management Directive 715 (MD-715

D. The Agency will provide information on the role and functions of EEO Counselors, and will post information in conspicuous places on how to obtain EEO counseling along with appropriate telephone numbers.

SECTION 3. 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. 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. 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.

F. Settlement agreements under EEO may affect conditions of employment for bargaining unit employees other than the 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 union president/designee as they may be subject to bargaining.

SECTION 4. REASONABLE ACCOMMODATION UNDER THE AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT OF 2008 AND THE REHABILITATION ACT OF 1973, AS AMENDED

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. Reasonable accommodation is provided to assist an employee to perform the essential functions of the job. The employee must be a qualified individual with a disability that is able to perform the essential functions of the job, with or without a reasonable accommodation.

C. Employees who wish to request an accommodation must follow the procedures set forth in the published guidance or regulations, which can be found on the DLA Issuances website.

D. Reasonable Accommodations will be documented on the following forms: DLA Form 1887 (Confirmation of Request for Reasonable Accommodation), DLA Form 1887-1 (Denial of Reasonable Accommodation Request), and/or DLA Form 1887-2 (Reasonable Accommodation Information Reporting) and provided to the employee.

SECTION 5. EEO COMMITTEES

The local Union may have a member on Agency sponsored EEO Advisory and/or Special Emphasis Committees, 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 may be on official time while performing authorized committee functions, subject to the official time provisions in this Agreement.

ARTICLE 9
TELEWORK

SECTION 1. OVERVIEW

The purpose of this Article is to provide eligible employees the opportunity to participate in the DLA Telework Program. The parties acknowledge consider the nature of the work, the effect on organizational culture and mission requirements. The parties also recognize that current Federal rules and regulation governing telework benefit both the employee and Employer in mission accomplishment and employee work/life balance, such as:

A. Ensuring effectiveness in continuing operations in the event of a crisis or national emergency (e.g., pandemic influenza);

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 for employees with disabilities;

G. Accommodating employee needs for convalescence from short-term injuries or illnesses;

H. Promoting the Defense Logistics Agency as an Employer of choice.

SECTION 2. TELEWORK PROGRAM REQUIREMENTS

Telework is a voluntary work arrangement that allows an employee to perform assigned official duties from an approved alternate worksite (e.g., employee's primary home). The alternate worksite should be within a recallable distance (est. 2 hour or 100 mile one-way distance) to ensure the employee can report to the official worksite within a reasonable period. Management has the sole and exclusive right to determine where work will be performed including any alternate worksite.

Parties entering a telework agreement recognize that some positions, due to the inherent nature of the work, are not generally suitable for regular and recurring telework, such as:

A. Positions that require employees 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. Positions that require direct handling of secure or classified materials on a recurring basis; or

C. Trainee or entry-level positions, until the incumbent reaches an acceptable skill level as determined by management.

The parties also recognize that by law some employees are permanently barred from telework:

1. An employee officially disciplined for being absent without leave for more than 5 days in any calendar year; and

2. An employee officially disciplined for violations of the Standards of Ethical Conduct for viewing, downloading, or exchanging pornography on a government computer while performing official duties.

The parties recognize that teleworkers must be available to work at the traditional worksite on telework days if necessitated by work requirements (e.g. staff meetings, town halls, training, etc.), as determined by the supervisor. Supervisors should consider requests to change or swap scheduled telework days in a particular week or biweekly pay period consistent with mission requirements. Pre-authorization is required for each request.

SECTION 3. ELIGIBILITY REQUIREMENTS

Employees who wish to telework, must meet the following requirements:

A. Occupy a telework eligible position;

B. Work from an alternate worksite within a recallable distance of the official worksite; NOTE: Supervisors should not rely solely on the 2-hour/100-mile rule of thumb as the basis for determining whether an employee would be "recallable." Travel conditions vary by geographic locations and supervisors are encouraged to confirm travel time prior to approving a telework request.

C. Be performing at least a Fully Successful level (e.g. not on a PIP or rating of record less than fully successful);

D. Not have a disciplinary action in their record during the prior 18 month period (12 months for reprimands) from the date they request to telework;

E. Not be under a letter of leave restriction;

F. Be fully oriented to the organization (generally working for a minimum of 90 days from the assignment to the activity or 30 days from the assignment to a different position within the activity);

G. Have an approved telework agreement on file;

H. Complete mandatory DLA Telework Program training; and

I. Be able to remotely access the DLA network.

SECTION 4. TYPES OF TELEWORK

A. Regular and Recurring Telework. An employee scheduled to work at an approved alternate worksite in a regular and recurring pattern (e.g., every Monday). The number of days of telework is based upon items such as organizational requirements; workload requirements; ability to maintain effective group communications in the workplace and implement new work processes; knowledge transfer; unit cohesion; and mission accomplishment. 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 that telework should be authorized. Approving officials have the sole and exclusive discretion to determine the number of days per week and to ensure teleworkers can be effectively recalled to the duty location, if needed, from the alternate worksite. All alternate worksites must be within a recallable distance from the traditional work site.

B. All employees must be physically present to work at the traditional work site at least 60% of days of the approved work schedule. 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.

C. Situational (also referred to as periodic, ad hoc, or intermittent) Telework. An employee pre-approved to telework in an unscheduled, project-oriented, or irregular fashion. Situational telework requires pre-authorization from designated approving officials for each instance. Such situations may occur through the year or be a one-time event. Examples include:

    1. To perform projects or tasks that require concentration and uninterrupted blocks of time (e.g. web-based or other distance learning, special projects, significant reading or writing);

    2. Allow work by an employee who is temporarily unable to physically report to the traditional worksite; or

    3. Unanticipated personal circumstances.

D. Unscheduled Telework. A form of situational telework that allows a telework-ready employee to perform work when DLA offices are either:

    1. Closed during adverse weather conditions or other emergency situations; or

    2. Open but circumstances disrupt commuting or compromise employee safety.

    Employees participating in unscheduled telework must telework throughout the duration of the day or event. Please refer to Article 22 (Administrative Leave) for additional information regarding unscheduled telework.

SECTION 5. TELEWORK AGREEMENTS

A. The employee must request telework using the appropriate System of Record prior to commencement of any form of telework. Written approval or disapproval will normally occur within 10 (ten) workdays but no later than 15 workdays. Approved requests result in an agreement in place for one year but no more than two years.

B. Disapproved requests require written justification to the employee of the reason.

C. Terminated agreements require written justification to the employee of the reason.

Telework agreements are normally reviewed annually and typically renewed unless the employee terminates their agreement or no longer meets the eligibility requirements described in Section 3. Participants may terminate their agreement at any time by providing a written notice in the System of Record.

The Employer may modify or terminate a telework agreement for any of the following reasons:

A. Changes to mission requirements;

B. Any negative impact to work operations resulting from telework; or

C. Changes in organizational or individual performance.

When practicable, the supervisor or manager will provide written notice prior to termination in order to provide adequate time for conversion back to the official duty station. New telework agreements may be required upon the assignment of a new supervisor to an organization. The new supervisor may use his or her discretion in approving, disapproving, or modifying existing telework agreements according to mission requirements.

SECTION 6. 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.

C. Telework determinations regarding location or the number of days an employee may telework may be grieved under the negotiated grievance procedure.

.

SECTION 7. TELEWORK AND REASONABLE ACCOMODATION

Telework may be used as a Reasonable Accommodation (RA) in certain circumstances. The parties must use the interactive process to determine if telework or some other potential

alternative may be an effective accommodation that will enable the employee to perform the essential functions of the job. The parties agree telework as a RA must apply procedures from any telework policy or related guidance.

SECTION 8. INITIAL TRANSITION

To assist employees with the initial transition to the telework requirements of the MLA, employees will have 90 calendar days from the effective date of the MLA to execute a revised telework agreement. If the number of days on an employee's current agreement is not affected by the new MLA telework requirements, employees are not required to submit a new agreement.

ARTICLE 10
CAREER DEVELOPMENT AND TRAINING

SECTION 1. GENERAL

A. The Employer will provide training, education and development opportunities in accordance with applicable regulations. The DLA Council and the Employer shall encourage employees to take advantage of training and educational opportunities. Such training adds 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 C.F.R. § 410. Overtime pay for training or attending lectures, meetings or conferences for employees covered by FLSA is described in 5 C.F.R. § 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 assignment to a new position, IDPs should be discussed in conjunction with the development of the new performance plan.

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 BUEs to participate in retirement planning training early in their careers to facilitate proper retirement planning).

SECTION 7. CERTIFICATION PROGRAMS REQUIRED AS A CONDITION OF EMPLOYMENT

A. DLA will notify bargaining unit employees in writing of their required level of certification under the applicable law, DoD and/or DLA policy. Supervisors will discuss all certification requirements, to include level of certification required for the position, and the date the required certification is expected to be obtained. The employee will also sign any Statement(s) of Understanding from the Employer

required by the program, which will be documented in the Electronic Official Personnel File (eOPF).

B. Employees will have to obtain the required level of certification as prescribed in the applicable regulations, Employees will be provided sufficient duty time, as determined by the Employer, to complete the training needed for certification and any required test. The Employer will pay for the cost associated with the test and one retest. The Employer will also pay for follow-on required continuing education courses and an initial test and one retest if required for periodic recertification.

C. An employee may seek a waiver of the requirement to obtain the required level of certification within the specified time period provided that the employee follows the following procedures:

    1. Waiver requests must be submitted in accordance with the program regulation.
    2. The approval of any waiver is at the sole and exclusive discretion of DLA.
    3. Approval of waivers will be documented in an employee's eOPF.

D. A waiver will not eliminate the requirement to obtain the required level of certification, but only serve to extend the period allowed for the employee to obtain the certification.

E. Failure to obtain the required level of certification may result in reassignment to a vacant position for which the employee is qualified, removal from the federal service, or any other appropriate action permitted by law, rule, or regulation.

F. If DLA determines that an employee's current certification level (e.g., I, II, or III) or type (e.g., career field or path) of certification should change based on the employee's duties, it will notify the employee and provide the employee additional time to obtain the new certification if the change in certification level requires new or additional educational or training requirements. DLA will also notify the employee if a certification is no longer required.

G. DLA will follow the procedures in the DLA-AFGE Council 169 Master Labor Agreement for notifying employees and the AFGE Council 169 when making any changes to an employee's position description or performance plan.

H. The Employer will notify AFGE Council 169 of changes to any certification program(s). Notification will be in writing.

I. The cycle is being prorated to ensure all Acquisition Workforce members are on a common cycle. Since members currently completed CL points depending on when they were assigned an Acquisition position, they had two years to complete the 80 hours. Nothing changes about the requirement for 80 hours, only the cycle start date moving forward. For any newly-appointed employee to a coded position, they will complete a

prorated amount of points depending on when they were assigned. Since employees will continue to be assigned at different times of the year the common cycle allows for a continued proration for newly assigned employees.

SECTION 8. EMPLOYEE ORIENTATION

A. The Union has the right to be present at formal discussions. New Employee Orientation briefings generally constitute formal discussions as they discuss general conditions of employment. As such, the Locals will be provided 10 workdays advance notice of the orientation sessions consistent with the formal discussion notification requirements in the agreement.

B. At the New Employee Orientation, the Union may provide a (30 minutes or less) presentation regarding labor-management relations and the functions of Federal unions. The union will not conduct any internal business (e.g. recruiting members).

C. The Employer will provide Council 169 Local with monthly listings of all newly hired bargaining unit employees. This listing will include the organization, name, title, series and grade of the employee gained during the previous month.

SECTION 9. ADVANCE NOTICE

Normally, employees will be given at least two (2) 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.

ARTICLE 11
AWARDS AND RECOGNITION

SECTION 1. GENERAL

A. 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. When supervisors recognize employee contributions, they communicate the types of activities and accomplishments the organization values. Award and recognition programs reward and incentivize high performance as well as increase employee morale and commitment to support the organization's mission.

   Awards will be administered on a fair and equitable basis in accordance with DLA regulations. The parties recognize that the Employer operates under an enterprise structure for awards and recognition. To that extent, the parties further recognize the importance of teamwork in supporting the warfighter to reach 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). Awards will be processed as timely as possible.

B. DLA has a robust awards program to recognize and honor workforce achievements and contributions supporting the warfighter and the DLA mission. Exceptional performance can be current or past performance, tangible, intangible or both.

C. DLA awards are both monetary and honorary. Monetary awards: such as performance-based awards, time-off awards, or on-the-spot awards recognize significant contributions to the agency through inventions, suggestions, or special acts or services. Honorary awards also recognize significant contributions to the agency, both current and enduring performance from the past.

D. Consistent with policy and regulation, Union representatives who perform mission work may be considered for individual and group awards. Awards for such employees may not be based upon the performance of representational functions.

SECTION 2. INCENTIVE AWARDS COMMITTEES

A. DLA J/D Codes, and Major Subordinate Commands (MSC) may create Incentive Awards Committees. Heads of MSCs may also create subcommittees at secondary-level field activities.

B. The decision to grant or not grant an award is at management's sole and exclusive discretion.

SECTION 3. DEFENSE PERFORMANCE MANAGEMENT AND APPRAISAL PROGRAM (DPMAP)

A. DEFINITIONS

1. Award Pool. A set of employees grouped together for the purpose of distributing performance-based awards.

2. Overall Performance Score. The average score of all individual element performance ratings that is used to determine an employee's rating of record.

3. Performance Based Award (PBA). A lump-sum cash payment based on a performance rating of record (i.e., annual performance appraisal).

4. Rating of Record. The performance rating level assigned at the end of an appraisal cycle for performance of Agency-assigned duties over the entire cycle.

5. Share. A unit of monetary recognition awarded to an employee based on performance (i.e., rating of record).

6. Share Value. The worth of a share in a particular award pool, defined as the pool's total funding divided by the number of shares distributed to employees in that pool.

B. PROCEDURES

1. Award Pools- Business Rules for Award Pool Composition are as follows:

   a. Award money will be based on a percentage (provided by DoD) of the total DLA salaries. DLA will distribute award pool monies based on a pre-determined percentage of the total number of employee's salary in a pool.

   b. No award pool will have fewer than ten employees.

   c. Each activity (MSC, J-Code, DLA General Counsel, or the group of D Staff and other Offices under the purview of the DLA Chief of Staff) will have its own award pools. Employees will not be combined into award pools across activity lines except in those rare instances that the activity has fewer than ten employees covered by DPMAP and eligible for award consideration. For example, Distribution will have Distribution-wide awards pools, with all activities included (e.g., DDSP, DDWG, DDJC, etc.), except in the circumstance stated above.

   d. Award pools will generally consist of activity employees in a single grade range. However, pools may also consist of small grade ranges, rather than a single grade. For example, MSC Directors may combine grade levels in order

to meet the ten employee threshold.

e. Generally, General Schedule (GS) and Federal Wage System (FWS) employees will be placed in separate award pools within an activity.

2. Share Distribution.

a. In each award pool, shares will be distributed based on the overall performance score of each employee with a Fully Successful or Outstanding rating of record.

b. A share-based approach ensures that an activity does not exceed its allocated awards budget and safeguards against forced distribution of ratings.

c. The share distribution schedule will be as follows:

i. Overall Performance Score of 5.0: Seven Shares
ii. Overall Performance Score of 4.3 - 4.9: Five or Six Shares
iii. Overall Performance Score of 3.7 -4.2: Three or Four Shares
iv. Overall Performance Score of 3.0 - 3.6: Zero, One, or Two Shares

3. Share Ranges

a. Other than when an employee's overall performance score is 5.0 and seven shares are granted, the number of shares that may be granted an employee fall within the share ranges prescribed in section 3.B.2.c above.

b. For example, activities may grant either three or four shares to an employee whose overall performance score falls within the 3.7 - 4.2 span of scores.

4. Share Value

a. The value of each share within an award pool is not fixed; rather, it is determined by the total amount of awards funding in the pool divided by the total number of shares distributed within the pool.

b. The more shares that are distributed within the pool, the lower the value of each individual share; conversely, the fewer shares that are distributed within the pool, the higher the value of each individual share.

5. Performance Based Award (PBA) Value

a. An employee's PBA is calculated by multiplying the number of shares granted the employee by the share value of his/her award pool.

b. For example, if an employee is granted four shares, and the share value of his/her award pool is $400, the employee's PBA will be $1,600.

6. Quality Step Increases

a. An employee who has an Outstanding (Level 5) rating of record, i.e., with an overall performance score of 4.3 or higher, may be granted a Quality Step Increase (QSI) rather than shares.

b. No employee with less than an Outstanding (Level 5) rating of record may be granted a QSI.

c. An employee granted a QSI may not also be granted a PBA or Time-Off Award for the same rating of record.

7. Time-Off Awards (TOAs)

a. Activities may use TOAs to recognize employee contributions throughout and at the conclusion of the appraisal cycle as appropriate.

b. Employees who receive a Fully Successful or Outstanding rating of record are eligible for a TOA. However, an employee granted a QSI may not also be granted a TOA for the same rating of record. As mentioned in 7.a above, TOAs may be given throughout the year to recognize an employee's contributions.

c. TOAs granted at the end of the appraisal cycle are granted in addition to share-based recognition. In other words, for employees awarded shares, TOAs may be granted in addition to, not as a replacement for PBAs. However, employees with an overall performance score of 3.0 to 3.6 who are awarded 0 shares may receive a TOA even if no PBA is granted. Such employees are eligible for other incentive awards (such as on-the-spot awards) throughout the year.

8. Awards for Union Representatives

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.

9. Annual Report to Council 169

The Employer agrees to provide Council 169 with one report on an annual basis listing bargaining unit employees with the types of awards, name, title, series, grade, and dollar amount.

10. DLA Suggestion Program

a. The parties agree to promote participation of Employees in the DLA Suggestion Program.

b. Suggestions should be submitted through appropriate supervisory channels to the Activity Suggestion Coordinator. The Employer will make suggestion forms available.

c. The Employee will be advised, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond 60 days.

d. The parties agree that employee suggestions to improve work processes and working conditions provide a valuable and unique source of ideas which can greatly increase the efficiency of the service and/or employee morale.

ARTICLE 12
POSITION CLASSIFICATION

SECTION 1. GENERAL

A. Each position covered by this agreement will be classified in accordance with OPM and Agency regulations.

B. The description will 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 pay controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.

C. Employees will be provided electronic access, via the PD Library, to the position description of the position to which assigned. Employees may request from the Human Resources Office a copy of their PD in the event they are unable to access the PD Library. Copies of bargaining unit position descriptions will be provided to the Union, either via electronic access to the PD Library or by request to the Human Resources Office.

D. In instances where an employee's position description is modified requiring a reclassification/reevaluation the employee will be furnished a copy of the new position description.

SECTION 2. ACCURACY OF POSITION DESCRIPTIONS

A. An accurate position description is necessary to establish and/or review the classification of a position. An employee who feels his or her position description is not accurate will meet and discuss the matter with his or her supervisor. If the supervisor and employee agree the PD doesn't accurately describe the work as currently assigned and performed, the supervisor will correct the PD and submit to HR for classification. If the supervisor and employee disagree and the supervisor believes the PD is accurate, the employee may file a grievance to request an audit of his or her position using the administrative grievance procedure. Time limits for the grievance will be extended by the amount of time taken to complete the audit.

B. 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 statement to the Union, should such statement exist.

SECTION 3. POSITION CLASSIFICATION APPEALS

A. An employee has the right to file a formal classification/job grading appeal to contest the assigned classification of his or her position description of record, a classification appeal may be filed with DoD or OPM. The employee shall be furnished, upon request, information regarding appeal rights and procedures.

B. Employees who file a formal classification or job grading appeal will be provided a copy of the appeal package submitted by the agency, to include the classification evaluation statement.

SECTION 4. ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY

In certain circumstances when employees are working under hazardous or dangerous conditions Environmental Differential Pay for Federal Wage System employees and Hazardous Duty Pay for General Schedule employees will be paid in accordance with applicable OPM regulations.

ARTICLE 13
MERIT PROMOTION

SECTION 1. PURPOSE AND SCOPE

This Article applies to all promotions to Agency positions within the bargaining unit 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. 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 noncompetitive candidates (i.e., reassignment eligibles, change to a 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 as such assignments may create the impression of favoritism and pre-selection and impair employee confidence in the integrity of the Merit Promotion Program.

C. Proper promotion actions are essential to ensure that the Employer is being staffed by the best persons available and employees are receiving consideration. The Employer agrees to take appropriate and timely measures to correct deficiencies discovered.

SECTION 3. DEFINITIONS

A. Area of Consideration. The organization and/or geographical area within which qualified candidates will be eligible for consideration for competitive promotion or position change.

B. Best Qualified Candidate. A person 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. Promotion Certificate. The certificate containing the names of the best qualified candidates eligible to be considered by the selecting official for competitive promotion.

E. Selecting Official. The individual delegated authority by the Employer to make the decision regarding the selection for placement into a position.

F. Subject Matter Expert (SME). A person who has knowledge and experience that has provided a familiarity with the duties, qualification requirements, and responsibilities of the position.

G. 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 acceptable established DLA EEO and/or Affirmative Employment Program goals.

SECTION 4. PROMOTIONS EXCEPTED FROM COMPETITION

The following types of actions may be taken without regard to the competitive procedures established in 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 previous 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 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 affected 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 noncompetitive 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 executed infrequently and, if so, are consistent. A noncompetitive 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 the grade of any other encumbered position;
3. The employee meets all the requirements for promotion to the position;
4. The position to which the employee is promoted is not a career ladder position; and
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, especially to another career field, is, generally, inappropriate.

SECTION 5. RESPONSIBILITIES

A. The Employer will:

1. Administer the Merit Promotion Program and ensure 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 the status of their applications, preferably via the Internet or Intranet.
4. Provide advice, upon request, to employees with respect to completing applications and the regulatory aspects of the promotion program.
5. Upon request for a specific vacancy, provide the Union with the promotion referral list (minus applications), subsequent supplemental list(s), and/or the names of selectees for bargaining unit positions once the release/reporting date is established. If a decision is made to remove a BUE from a promotion certificate, the Union and BUE(s) affected will be advised and rationale

provided prior to the change. Continued receipt of the list is contingent upon the Union's adherence to confidentiality requirements.

6. Upon request from the Union/BUE, the Employer will provide a breakout of the BUE's rating information and competencies credited.
7. Select candidates who it believes are the best qualified without regard to favoritism or other non-merit factors.
8. Make selection decisions within a reasonable time after receipt of a promotion certificate.
9. Release the employees selected under this program normally not later than the beginning of the second pay period following the request for release. The requirement to release employees also applies to reassignment candidates who apply in response to merit promotion announcements and are selected.
10. Document reasons for non-selection of employees eligible for repromotion priority who have been certified on a promotion certificate.

B. The Council 169 Local will bring matters of concern regarding the Merit Promotion Program to the attention of the appropriate DLA Human Resources Services (DHRS) Office as early as possible in an effort to reach informal resolution of those matters.

C. Employees will:

1. Ensure 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. Be responsible for monitoring vacancies for which they want to be considered.

SECTION 6. AREA OF CONSIDERATION

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 Agency has the sole and exclusive right to determine the area of consideration. The minimum area of consideration will be determined in accordance with the applicable DLA Instruction governing Merit Promotion, and the union will be consulted prior to the expansion of the area of consideration.

SECTION 7. PRIORITY CONSIDERATION

Priority consideration will be given to those qualified candidates who have entitlement to priority 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 Office of Personnel Management (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 annuitants and injury compensationers.

SECTION 8. JOB OPPORTUNITY ANNOUNCEMENTS

A. Positions to be filled through the competitive promotion process will be publicized via a job opportunity announcement (JOA). JOAs will be printed or posted electronically via the Internet and on official bulletin boards in locations where employees do not have Internet access at their desks or available for use in common areas.

B. The Employer agrees to provide instructions to Council 169 on setting up a USA Jobs account to automatically receive DLA job announcements.

C. JOAs shall include the following information:

1. The JOA number;
2. The position title(s), occupational series, and grade(s);
3. Opening and closing dates;
4. A brief summary of the 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 might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirement, etc.
12. A statement whether applications will be accepted from Veterans' Recruitment Appointment eligible and 30 percent or more disabled veterans. A statement concerning receipt of applications from Veterans Employment Opportunities Act (VEOA) candidates will be placed on announcements when DLA merit promotion announcements are open to applicants outside 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. A statement that basic eligibility requirements, such as time-in-grade, minimum qualifications, and other regulatory requirements, must be met by the JOA closing date (or the closing/cut-off date of the register, if one is used);
15. Length of the temporary promotion or detail (if applicable);
16. How and where to apply, including any special forms required;

17. A statement concerning payment or nonpayment of permanent change of station;
18. A statement concerning whether the position is a drug testing designated position;
19. A statement concerning whether the position is subject to mobility or rotation;
20. Bargaining unit status; and
21. Position sensitivity (and information explaining the security clearance process, if applicable).

D. 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 limit for accepting applications. Announcements issued for specific vacancies will remain open for a minimum of seven (7) calendar days, except for those where an automated system is not used. In such cases, the minimum open period is 10 calendar days. Management, however, after consulting with Human Resources, has the sole and exclusive discretion to reduce an announcement open period to three (3) calendar days, based on the historical number of applications received.

E. An announcement issued for a specific vacancy or vacancies may also be used to fill any number of additional vacancies within six (6) months after the closing date of the announcement at that activity, provided the JOA contains a statement that the JOA will be used for the additional time frame.

F. 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 the 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 of the Request for Personnel Action 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 (1) year provided the JOA is reopened after six (6) months to allow for the submission of applications from other interested employees and the updating of applications by employees who have applied previously. If the JOA is not reopened, then certificates may be issued for no more than six (6) 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.

G. To be accepted, application must be received by the closing date of the announcement.

H. Amendments, extensions, or other changes to JOAs will be noted in the amended JOA posted to the automatic staffing system.

I. Notification of cancelled JOAs will be sent to all applicants via the automated staffing system.

SECTION 9. EVALUATION OF CANDIDATES FOR COMPETITIVE PROMOTION

A. Competencies to be used for evaluation purposes must be derived from the official position description for the position being filled.

B. Candidates who have a current annual performance rating of less than Fully Successful will not be certified for promotion consideration and will be notified that they are ineligible for further consideration.

C. 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.

D. Applicants will be evaluated using a 100-point scale.

E. Applicants will be advised, via their USA Jobs 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.

F. Where practicable, BUEs 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.

SECTION 10. 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 the Employer 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, then the score of the 10^{th} competitive promotion candidate will serve as the cut-off for referral. Candidates with scores as high as or higher than the 10^{th} competitive promotion candidate will be referred as best qualified to the selecting official for consideration. One (1) additional candidate will be referred for each additional vacancy.

B. When a promotion certificate contains at least three (3) best qualified promotion candidates, the selecting official 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 less than three (3) best qualified promotion candidates, or if the declinations reduce the number to less than three (3), then the selecting official may request that recruitment efforts be renewed or he/she may proceed with the selection process. If recruitment is renewed, then previous applicants need not reapply to receive reconsideration.

D. In cases where the position was announced at more than one (1) grade level, the selecting official will be provided a list for each grade level.

SECTION 11. CANDIDATE INTERVIEWS

A. The parties agree that interviews can be one of the tools used by selecting officials as part of the selection process. The parties recognize that interviews may be used as a means to validate competencies as described in the candidates' resumes.

B. When a list contains 12 or less best qualified promotion candidates referred to the hiring manager, all candidates will be interviewed. When more than 12 are referred, management will interview at least 12 candidates, but may interview more. The selecting official may choose not to interview candidates he/she has interviewed for the same position in the preceding six (6) months.

C. Interviews will be conducted in essentially the same manner with regards to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.

D. The Employer has the sole and exclusive right to determine whether or not to use interview panels. If panels are used they must use the same questions for all applicants and the panel members must be an odd number (i.e., a minimum of three (3) panel members). This determination cannot be negotiated in Local Agreements. Use of such panels will be disclosed to the candidates at the time the interviews are scheduled.

E. Employees will be released from duty, contingent on supervisor approval, for interviews. Subject to mission requirement and supervisor approval, employees may request a temporary shift change (e.g., night shift to day shift) on a scheduled interview day.

F. BUEs, on rare occasions, may be asked to serve on an interview panel as a subject matter expert. They will be advised by the interview panel chair of the confidentiality of the interview process, any discussions taking place during that process, and the identity of the interviewee(s).

SECTION 12. 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. The feedback will be provided verbally or in writing and should be focused on ways in which the employee may better position himself/herself for future promotion opportunities.

SECTION 13. AVAILABILITY OF INFORMATION

Information on the status of an employee's application is available using the USA Jobs website. Available information in USA Jobs includes:

- Application history, including jobs for which the applicant has applied
- Reason(s) for non-referral
- Any selection/non-selection information provided by the selecting official

Employees may request numerical score information, if available, from DLA Human Resources.

SECTION 14. RECORDS

Promotion actions will be documented, and records maintained in accordance with requirements established by OPM. The Council 169 Local representative shall have the right to review pertinent promotion records, upon request and with written authorization from the employee(s), subject to the limitations of the Privacy Act of 1974 (5 U.S.C. § 552a).

SECTION 15. GRIEVANCE PROCEDURES FOR MERIT PROMOTION

A. Expedited Grievance Procedure

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 BUE or Union grievances regarding qualifications or rating decisions. This procedure may be used by a BUE 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 (5) 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 (5) 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/BUE 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 five (5) workdays after receipt of the requested information by the Union/BUE. The Customer Account Manager (CAM) will meet telephonically or in person with the Union/BUE to discuss the complaint within three (3) work days from receipt of the complaint. The CAM will provide a written decision within two (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 B below).

B. Negotiated Grievance Procedure for Merit Promotion

1. 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:

   a. 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 five (5) work days of receipt of the grievance, the BUE, 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 BUE 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.

   b. Step 2: If the answer provided at Step 1 is unacceptable, the BUE may advance the written grievance within 10 work days to the Director of the DLA Human Resources Services Office. Within five (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 BUE 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.

   c. Step 3: If the answer provided at Step 2 is unacceptable, the BUE/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 BUE/Union. The written decision will be the final Agency decision.

i. 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.

ii. 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.

iii. A declaration that the issue is non-grievable or non-arbitrable 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 EAP is a voluntary, confidential program that helps employees work through various life challenges that may adversely affect job performance, health, and personal well-being. The EAP services include assessments, counseling, and referrals for additional services to employees with personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance use disorders.

B. The EAP brings together a variety of personal services under one umbrella, which address problems or concerns related to areas such as mental health, financial and/or legal matters, alcohol or drug abuse, work-related stress, marriage/family and caregiving issues, illnesses, accidents, and relationships. The EAP is a free and confidential counseling and referral service available to all employees and their family members. The EAP provides initial telephone consultation, problem assessment/clarification, short-term in-person counseling, and referral to treatment options through the employee's health plan or community resources, if needed. The EAP is available 24 hours a day, seven (7) days a week, every single day of the year.

C. The Employer will broadly publicize and promote the availability of EAP services across the Agency, to include an informational website available to all DLA employees.

D. In administering disciplinary actions, proposals shall include language advising employees of services available through EAP.

E. EAP matters related to the DLA Drug Free Workplace Program are covered under Article 35, and applicable DLA policies and procedures.

F. 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. When supervisors suspect or recognize that employees’ performance or conduct may be affected by concerns that could be addressed through EAP, supervisors may encourage employees to contact EAP.

D. Employees requiring the services of the EAP will be permitted to attend a maximum of six (6) 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

Employees will submit their requests to obtain EAP services while in a duty status to their supervisors. The exact nature of the services will not be disclosed.

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 may be approved for official time in accordance with Article 3 to engage in investigations of work related accidents, reports of unsafe or unhealthful working conditions, or other safety and health related complaints.

F. The Employer is responsible for providing a safe and healthful work environment, and will perform additional safety and mishap prevention functions for all personnel under its supervision.

SECTION 2. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

A. 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, including special situations as determined by the employer. 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. Consistent with the nature of the work assignment and

subject to management approval, 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.

B. If required for representational functions, Union representatives shall be provided PPE as appropriate.

C. To the extent required by the Employer, safety shoes will be provided for employees or the employee will be reimbursed for the amount up to $165 annually for the purchase of safety shoes when required in the performance of assigned duties. The method for providing safety shoes and/or reimbursement will be determined by the employer. To the extent feasible, the Employer will implement a method for providing safety shoes that does not require the employee to purchase up front, at his/her own expense, with subsequent reimbursement. Where employees are required to visit an outside vendor location to select/purchase safety shoes, up to two hours of duty time will be granted, subject to mission requirements and supervisory approval. -Either Party may request to meet annually to discuss an inflationary price adjustment in the payment for safety shoes or if there is a substantial cost increase in the purchase price. In the event an employee demonstrates a need, subject to supervisory approval, for an additional pair of safety shoes within the year, the employee will be authorized the replacement. The shoes will meet the ANSI/OSHA specifications. Request for specialized safety shoes due to medical conditions will be administered in accordance with the reasonable accommodation procedures.

SECTION 3. SAFETY INSPECTIONS

A. The Employer will conduct annual safety inspections at every Agency installation. For safety inspections conducted in accordance with 29 CFR 1960, the Council 169 Local will be afforded an opportunity to participate Council 169 Local representatives will be approved for official time in accordance with Article 3 for such 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

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

B. The Employer supports lessening the impact of sudden cardiac arrest by supporting employee and worksite preparedness and response. For DLA hosted locations, and in coordination with host installations, the Employer will consider equipping DLA facilities with Automatic External Defibrillators (AEDs) in accordance with applicable safety and emergency response guidelines. In locations where AEDs are provided, the Employer will ensure employee awareness of emergency response procedures.

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 Employee will be notified in writing of the reasons for inclusion in the MSP. Such Employee 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. A review of 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 under 29 CFR 1960, the Agency will comply with those provisions. Such Safety and Health Committees 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, and will monitor performance of the Employer's Safety and Health programs. Representatives of the Union may be approved for official time to participate on any committees in accordance with Article 3.

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 regular duty 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 have a direct bearing on employee's comfort, morale, productivity, health and safety. It is agreed that work conditions and accommodations such as extra breaks for the employee to get hydrated in hot temperatures and warm up periods in cold weather are necessary and will be permitted based on local weather conditions and heat/cold indices.

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.).

ARTICLE 16
LACTATION PROGRAM

In situations where a DLA activity already provides compensated breaks (e.g., 15 minutes in the morning and/or 15 minutes in the afternoon) that employees can use for any purpose, program participants who use their break time to express milk must be compensated in the same way as other employees who are compensated for such break time. In situations where a DLA activity provides for other break policies, supervisors shall work with nursing mothers to ensure evenness of applying break policies and to ensure they are allowed to utilize breaks in the same manner as other employees who utilize break time at their location. The average time for pumping varies among individuals, so any additional time used beyond the existing break period should be accounted for. A supervisor has the discretion to grant excused absence for these brief absences. Besides normal break time and excused time, when absences are for more than brief periods of time, additional time in 15-minute increments can be charged to annual leave, compensatory time, credit hours, or compensatory time off for travel, or an employee may adjust her work schedule (starting and stopping times) to make up the additional time.

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 duty 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.

I. 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. Rating Official. 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. Higher Level Reviewer. The individual(s) responsible for approving ratings submitted by the rating official(s) for those ratings which fall below Fully Successful. This is normally the next higher-level supervisor above the rating official.

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 Level. An ordered category of performance from Level 1 through Level 5, with Level 1 as the lowest and Level 5 as the highest. Level 1 is "Unacceptable;" Level 3 is "Fully Successful;" and Level 5 is "Outstanding."

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, measurable, achievable, relevant, and timely (SMART) criteria, which provides the framework for developing effective results and expectations. To the 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.

3. 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.

4. 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.

5. 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 the Union prior to the performance plan(s) being finalized and implemented provided they are received within 10 calendar days. An employee's acknowledgement, initials or signature do not imply agreement with the performance plan.

6. Changes will be acknowledged and the revisions noted in the MyPerformance appraisal tool. Employees will be advised if:

   - The element or standard will apply at the beginning of the next appraisal cycle;

   - 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

   - 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.

7. 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. 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. Employees are expected to seek informal resolution of disagreements with their supervisor concerning performance ratings. Employees may seek reconsideration of individual performance element ratings through the Administrative Grievance process. Employees may not challenge the contents of performance elements or standards. If the administrative grievance is granted, the rating will be adjusted accordingly.

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 notify the employee of performance deficiencies, specifically identify areas of performance below the Fully Successful level, explain what must be done to improve, and suggest ways for improvement. While counseling sessions are encouraged, it is not intended to preclude supervisors from initiating the appropriate performance-based action at any time. As a matter of practice, performance deficiencies should be addressed as early as possible during the performance cycle.

1. Unacceptable performance: If performance is considered to be at the Unacceptable level in one or more critical elements after the employee is made aware, the procedures in 5 U.S.C. Chapter 43 or 75 will be used to address the deficiency. To the extent practicable, counseling sessions will be face-to-face. If an employee is provided an opportunity to improve performance (e.g. PIP) under Chapter 43, the notice will state that performance is considered to be Unacceptable, establish a period (normally 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. 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.

2. The written performance plan must form the basis for the requirements of the improvement period warning notice letter. During the warning period, the employee must be periodically counseled noting where improvements have been made and where they have not. 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.

3. If during, or at the end of the warning period, performance has improved to the Fully Successful level, and the PIP is completed, the employee will be notified in writing.

SECTION 5. REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

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.

A. 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 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.

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

C. 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: Local negotiations on this Article are not authorized.

ARTICLE 19
WORKERS COMPENSATION

The parties acknowledge that the U.S. Department of Labor's Office of Workers' Compensation Programs (DOL-OWCP), will administer benefits derived to employees under the Federal Employees Compensation Act (FECA). The DLA Injury Compensation Center (ICC) will administer the provisions of the FECA 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 matters associated with work-related injury 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.

1. Employees are responsible for reporting all job-related 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, when appropriate. 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.

Unless precluded by medical emergency, the injured worker is entitled to first choice of physician or facility for treatment of an injury. Change in treating physician must be requested and approved by DOL-OWCP.

2. Normally within 48 hours after report of the injury, the injured employee will be furnished the appropriate claim form for completion, either a Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation) to claim injuries that can be determined to have occurred at a specific time or place within a single day or work shift; or a Form CA-2, Notice of Occupational Disease and Claim for Compensation that is used for conditions produced by the work environment over a period longer than one work day or shift . If the Employee is incapacitated and 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 for processing and submission to DOL-OWCP.

3. When an employee has suffered illness or injury in the performance of duties, the Employer will counsel the employee on such matters as: 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 COP or file for 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.

4. 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/challenges the work-related claim, the employee or a personal representative will be provided a copy of information pertaining to the claim challenge, which is retained by the Employer.

5. The Employer will assist the employee in contacting appropriate DOL-OWCP authorities in an effort to address pending claim issues. The employee and a representative, with the written consent of the employee, will be permitted to obtain copies of any documents retained by the Employer relating to the claim. The official case file is maintained by DOL-OWCP. Due to the privacy interests of the claimant, it is of the utmost importance that claim information is not released without claimant consent. The claimant must provide written authorization for any representative, union or personal, to view or receive a copy of the claimant's Workers' Compensation casefile. FECA only allows for one designated individual to represent an employee at a time. Such authorizations must be provided to ICC personnel as appropriate. Requests submitted by the Union for Workers Compensation Casefiles are not covered by 5 U.S.C. § 7114(b)(4). Any information released to a representative will be in compliance with the DOL-OWCP procedures and regulations. Both the Employee and the personal representative (if a DLA Employee) will be allowed a reasonable amount of duty time (regardless of union affiliation) for these activities, subject to supervisory approval. If the request for duty time is disapproved due to workload reasons, the supervisor will indicate when use of duty time can be approved. Activities associated with appealing a formal OWCP decision will be on the employee's and representative's own time.

6. If the compensable injury is a recurrence during the period ending not later than 45 days after the Employee returns to duty and the Employee has not exhausted his/her COP entitlement, the Employee may use the remaining portion of COP, in accordance with DOL-OWCP regulations.

7. 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.

8. Injured workers are expected to return to duty as soon as they are determined to be medically capable. If a set of duties has been identified in writing and offered by the employer, an employee is expected to return to work. If the employee declines, OWCP will determine if the set of duties meets the employee's restriction.

9. 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

This Article shall be administered in accordance with 5 U.S.C. Chapter 61 and 5 C.F.R. Part 610.

SECTION 2. STANDARD WORK WEEK

The standard work week is defined as five (5) eight (8)-hour days, normally Monday through Friday, unless circumstances require a different workweek for some employees. Normally, an employee's standard workweek shall not extend over more than five (5) days of the period Sunday through Saturday. Full-time employees are on duty regularly eight (8) hours per day. Part-time employees are on duty on prescribed days and hours. An employee on a standard workweek has a "fixed" tour of duty and may not vary his or her arrival and departure times, the timing or length of the unpaid lunch break, nor accumulate and use credit hours. Employees on the standard work schedule must take a scheduled 30-minute unpaid lunch break between 11:00 a.m. and 1:00 p.m. However, with Agency approval, employees may be allowed variations in their work schedule for educational purposes.

Employees will use the standard workweek and a fixed tour of duty unless they are on an alternative work schedule (AWS) (see AWS Section).

SECTION 3. STANDARD TOUR OF DUTY

Generally, employees on a standard workweek with a fixed tour of duty will have a schedule that encompasses 9:00 a.m. to 11:00 a.m. and 12:30 p.m. to 2:30 p.m. (also known as core hours), unless otherwise determined by Management for mission requirements. Generally, employees on such a schedule will have a fixed start time no earlier than 6:00 a.m. and a fixed departure time no later than 7:00 p.m., unless otherwise determined by Management for mission requirements.

SECTION 4. CHANGES

The Agency will notify the Union and employees at least one (1) week in advance of any change in the hours of work (two (2) weeks, if practicable) except where the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. In those instances, the Agency will notify the Union as soon as practicable.

SECTION 5. BREAKS

Employees shall be allowed one (1) paid 15-minute rest period during the middle of each four (4) hour work period for an eight (8) hour day. Normally, this will be one (1) morning break and one (1) mid-afternoon break after the meal period and before completing eight (8) regular work hours. Employees scheduled to be working 10 hours in a day shall be allowed two (2) 20-minute breaks. Normally, this will be one (1) morning break and one (1) mid-afternoon break after the

meal period. Employee breaks maybe scheduled or adjusted ad hoc to accommodate mission needs and/or provide customer service.

Brief personal relief breaks (restroom usage, taking medication, water fountain usage) may be taken as needed.

SECTION 6. MEAL PERIODS

An unpaid lunch break of at least 30-minutes must be established if the employee is scheduled to work for more than six (6) hours in the daily tour of duty. Normally, this will be scheduled near the mid-point of the tour of duty and may not be combined with rest periods.

When a normal, scheduled meal period is not feasible within a shift for a specific position or mission requirement, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain in or around their work area.

SECTION 7. SHIFT WORK

If the standard workweek at a site includes shift work, fully qualified employees may volunteer for reassignment to vacancies on another shift. The Agency determines employee qualifications. If there are more volunteers than vacancies, employees in the work unit will be selected according to their service computation date. Other procedures for shift work will be negotiated at each site.

SECTION 8. START-UP TIME/CLEAN-UP TIME

Consistent with the nature of the job, hours of work will allow a reasonable amount of time for all tasks related to the performance of the work, such as personal cleanliness and clean-up and storage of Government property, tools, and equipment. Such time does not constitute overtime.

SECTION 9. TIMEKEEPING

Normally, all employees will input their time directly into EAGLE (or other Agency-furnished timekeeping tool). For those employees who do not have regular and recurring computer access to EAGLE (e.g., warehouse workers), the Employer will input their time. If there is a change in the process, then the Union will be notified and employees will be trained on the use of the system as appropriate.

Employees shall be encouraged to input their time daily. Normally, all inputs for the entire pay period shall be done by noon (1200 hours) of the last Friday of the pay period. Accelerated pay periods shall be accommodated accordingly. Projections shall not preclude changes in time after projections are made. Projected times shall not be used as a basis for denying leave.

Any time that may not be certified and cannot be accounted for shall be automatically input in accordance with the employee's normal work schedule (the intent is to ensure the employee is paid for their scheduled work hours). Corrections shall be made to the time and attendance in the following pay period. Employee acceptance of time input shall be when the employee signs the timesheet.

SECTION 10. ALTERNATIVE WORK SCHEDULES

A. The parties agree that the Agency can meet its mission and program goals while at the same time allowing employees to exercise some control over their work time. Under an alternative work schedule (AWS), employees can schedule their activities to achieve a more desired balance between work, family responsibilities, and personal interests. Accordingly, the parties agree that the Agency will allow employees to have AWS when it is consistent with the basic business and mission requirements. To the extent the implementation of this Agreement requires a change in an employee's work schedule, the employee will be given two (2) pay periods from the effective date of this Agreement to work with their supervisor to select a work schedule consistent with this Article.

B. AWS Definitions:

1. Flexible Work Schedule (FWS). A flexible work schedule which allows employees to vary their arrival/departure times and number of hours worked on a given day or the number of hours worked each week, within the limits established in this Article.

2. Basic Work Requirement (BWR). The number of hours, excluding overtime or compensatory hours, which an employee is required to work or account for by leave or credit hours within a bi-weekly pay period. For full-time employees, the BWR is eight (8) hours per day and 80 hours per pay period.

3. Compressed Work Schedule (CWS). This means, in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 work days. For the purposes of this Agreement, the CWS is defines as the 5/4/-9 and 4/10 schedules. Under a 5/4-9 schedule, a pay period of 10 work days includes eight (8) nine (9)-hour days, one (1) eight (8)-hour day, and one (1) non-work day, referred to as a regular day off (RDO). Under a 4/10 schedule, a pay period of 10 work days includes eight (8) 10-hour days and two (2) non-work days, referred to as RDOs. Such schedules will be worked out based on mission requirements. The Agency may limit the number of employees on a specific RDO.

4. Core Hours. Those hours employees are required to be present for work unless in a leave status, using credit hours or on some other authorized absence. Occasional deviations from core hour requirements are permissible with prior supervisory approval.

5. Credit Hours. Hours worked in excess of the basic work requirement (eight (8) hours per day and 80 hours per pay period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor.

Credit hours are earned and used in 15-minute increments. The maximum amount of credit hours that can be earned per day by a full-time employee is two (2) hours, and per pay period is 20 hours. Credit hours cannot be earned on non-work days (i.e., on a Saturday, Sunday, or holiday if the assigned tour of duty is Monday through Friday). Maximum carryover to succeeding pay periods is 24 hours for full-time employees. Maximum carryover for part-time employees is one-fourth of their basic work requirement. Credit hours cannot be used in advance of being earned.

6. Credit Hours Taken. Credit hours used as time off in lieu of other paid leave categories.

7. Flexible Time Bands. That part of the schedule of working hours during which an employee may choose his/her time of arrival to and departure from the work site within limits consistent with the duties and requirements of the position and with supervisory approval.

D. Alternative Work Schedule (AWS) Provisions:

1. The AWS is established in accordance with 5 C.F.R. Part 610, Subpart D, and Subchapter II of Chapter 61 of title 5, United States Code.

2. The parties agree that the AWS will be implemented at DLA sites. The Director of a given organization at each site retains authority for determining what position within their organization will be covered, as dictated by mission requirements. Permanent restriction of individual positions from the AWS must be approved by the Senior Approver (or designee), and the Union will be informed of those restrictions prior to their implementation.

3. Supervisors retain authority over assigning overtime and for temporarily restricting AWS eligibility for individual employees as required by mission requirements or abuse of AWS privileges.

4. An employee may elect to work a flexible daily schedule within the basic work requirement of an eight (8) hour day, 40-hour workweek. Such flexitime schedules are subject to core hours and approved tour(s) of duty.

5. The approved tour of duty defines the limits (earliest beginning and latest ending times) within which an employee must complete his or her basic work requirement of eight (8) hours a day. Flexitime schedules will be made to fit within the approved tour of duty for the employee involved. An employee may adjust his or her flexitime schedule on a bi-weekly basis.

6. Flexible Work Schedules (Flexitime schedules) will be made to accommodate the core hour requirement. This can be done by beginning work earlier or departing later in the day, provided the basic daily work requirement is accomplished within the approved tour of duty.

7. Credit hours earned may be carried over from one pay period to the next. Employees may not exceed their biweekly BWR without their supervisor's prior authorization. Authorized time worked in excess of the biweekly BWR will be creditable as compensatory time, overtime, or credit hours, as appropriate. Similar to annual leave, credit hours are considered earned and available for use after the pay period they are worked. A maximum of 24 credit hours can be carried over from one pay period to another pay period, including to the following year.

E. Employee Scheduling Requirements

1. Within the limits described herein, employees authorized to participate in the AWS may vary their starting/ending times and unpaid lunch periods, as well as their hours of work (from pay period to pay period) with supervisory approval.

2. New employees who are eligible to participate in an AWS have one (1) pay period from their date of appointment or transfer in which to select from the above listed work schedule options. Employees will be placed on the Flexible Work Schedule to facilitate alignment with the supervisor or trainer if they do not select a work schedule during the first pay period from their date of appointment or transfer, but will be able to elect a different work schedule within the first two (2) pay periods from their appointment or transfer.

3. An employee may change between types of work schedules (Standard Work Schedule, Compressed Work Schedule, or Flexible Work Schedule with Credit Hours) on a monthly basis. For those choosing FWS with Credit Hours, employees have the opportunity to flex their daily work schedules per pay period, subject to mission and supervisory approval.

4. Employees will communicate their initial schedule selection and any subsequent monthly changes to their supervisor and will discuss selections and changes promptly with the supervisor or designee. Schedule change requests must be submitted seven (7) business days prior to the end of the month. Approved schedule changes will be implemented in the first full pay period of the new month. Employees must present their revised work schedule and their request for the use of credit hours to their immediate supervisor in advance. Normally these requests should be made by close of business (COB) Monday of the preceding pay period. These requests should normally be approved or disapproved by COB the following Wednesday. Absent approval, the employee shall remain on the prior work schedule. However, supervisors may approve requests at any time as long as employees can fulfill their BWR by the end of the pay period. In making their requests, employees are responsible for ensuring that mission demands of their jobs will not be negatively affected by their absence. In granting approval for credit hours taken, the Agency must ensure that there will be adequate employee and supervisory coverage to meet operational demands.

5. Due to payroll and regulatory requirements, employees moving from a FWS to a CWS or Standard Work Schedule cannot retain credit hour balances. Any employee who moves from the FWS to the CWS or Standard Work Schedule must, to the maximum extent

practicable, work with his or her supervisor to ensure that any unused credit hours are scheduled and used prior to the change in work schedules. The parties agree that this facilitates a work/personal life balance, minimizes Agency costs, and accommodates payroll system limitations. Regular schedule changes between CWS or Standard Work Schedule and FWS resulting in payouts of accrued credit hours will be deemed just cause for removal from AWS coverage.

F. Flexible Work Schedules and the Use of Credit Hours

1. Employees selecting the FWS with credit hours option must fulfill an eight (8)-hour daily basic work requirement. With supervisory approval, the employee can request to earn up to two (2) credit hours per day after fulfilling the basic work requirement. Credit hours are not limited only to mission critical or mission essential work, but can also be requested and approved to complete more of an employee's routine daily job requirements, assuming such work is available. An employee may vary daily arrival and departure times within the following flexible and core time bands:

   i. Morning Arrival Flexible Time Band: 6:00 a.m. to 9:00 a.m.
   ii. Morning Core Hours: 9:00 a.m. to 11:00 a.m.
   iii. Midday Lunch Flexible Time Band: 11:00 a.m. to 1:00 p.m.
   iv. Afternoon Core Hours: 12:30 p.m. to 2:30 p.m.
   v. Afternoon Departure Flexible Time Bands: 2:30 p.m. to 7:00 p.m.

2. Use of credit hours may be for an entire work day or a portion of a work day as long as the BWR will be fulfilled during the pay period and the supervisor approves the request in advance. Employees will be offered the opportunity to resolve scheduling conflicts among themselves.

3. Unless an absence has been approved in advance, full-time employees must work at least eight (8) hours every day, with a minimum of ½ hour unpaid lunch break. Any time less than eight (8) hours worked must be covered by: (a) approved use of credit hours; (b) approved leave; or (c) use of compensatory time off.

4. Employees may substitute credit hours earned for leave used during that pay period.

5. If credit hours have been approved to perform mission related work and a representational issue arises, the union representative may attend to the representational issue while in a credit hour status subject to the approval and release procedures of the official time provisions of this Agreement.

G. Compressed Work Schedule

1. The Master Labor Agreement authorizes a 5/4-9 and 4/10 types of CWS. Employees on the 5/4-9 CWS work eight (8) nine (9)-hour days, one (1) eight (8)-hour day, and have one (1) regular day off (RDO) every pay period. Employees on the 4/10 CWS work eight (8) 10-hour days and have two (2) RDOs every pay period.

2. Subject to mission coverage, employees may choose and management may approve a CWS that begins between 6:00 a.m. and 9:00 a.m. and ends no later than 6:00 p.m.

3. The supervisor and the employee will establish the employee's fixed CWS hours of work, daily 30-minute unpaid lunch break between 11:00 a.m. and 1:00 p.m., designate the employee's eight (8)-hour work day, and the employee's RDO. Supervisors will accommodate employee preferences to the maximum extent practicable, subject to mission requirements. In the event of a conflict of RDO scheduling among employees, the employees will be given the opportunity to resolve the conflict themselves. If the conflict still exists, such conflict shall be resolved based on the Service Computation Date Leave (SCD). Personal hardships may warrant exception based on the circumstances.

4. The eight (8)-hour work day and the RDO may be scheduled on any day of the pay period except weekends. The supervisor and the employee may change these days by mutual agreement; however, in no circumstance will an eight (8)-hour day be moved solely to ensure that a federal holiday will fall on a nine (9)-hour day.

H. Pay Under AWS

1. Premium Pay: Regular rules will apply for payment to employees who are entitled to Holiday or Sunday pay.

2. Overtime Pay: Time worked at an employee's request beyond eight (8) hours in a day or 40 hours in a week is credit hours earned and may be credited towards the BWR. In contrast, overtime includes only those hours official ordered and approved in advance by Management and is not credited towards the BWR. Regular rules apply in computing overtime pay and compensatory time off for overtime hours worked.

3. Holiday Pay: If a full-time employee is relieved or prevented from working on a day designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours scheduled to work on that day.

I. AWS Restrictions

1. Employees will normally return to an eight (8)-hour work day during periods of temporary duty (TDY). During period of formal training and/or TDY, hours of duty shall be determined by the Employer based on the training or TDY schedule. The Employer shall normally notify affected employees no less than five (5) work days in advance of this requirement.

2. Supervisors retain the authority and responsibility to restrict AWS usage based on mission requirements. In such circumstances, the supervisor or designee will coordinate with the employees involved in revising the work schedule.

3. An employee may be removed from AWS coverage to meet mission requirements. In such cases, the employee will be notified in advance (ordinarily two (2) weeks) and revert back to the standard tour of duty for their respective site.

J. Resolving Conflicting Requirements

1. In cases where AWS scheduling conflicts arise, the Agency will resolve the conflict by matching individual skills to workload requirements, and by referring to Service Computation Date (Leave) if equally qualified. In such circumstances, consideration should be given to assigning schedules on a rotating basis. Employees will be offered the opportunity to resolve scheduling conflicts among themselves. If establishment or change of the day off under AWS would conflict with a previously scheduled leave or vacation period of another employee, the person with the scheduled leave or vacation period will be given precedence.

2. Employees on the standard work schedule must take a scheduled 30-minute lunch break between 11:00 a.m. and 1:00 p.m., as mutually scheduled with the supervisor. Minor unanticipated variations and deviations in an employee's work schedule will be accommodated based on mission requirements.

ARTICLE 21
OVERTIME ASSIGNMENTS

SECTION 1. GENERAL

A. 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. Where possible, 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 advanced 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, the Employer will solicit volunteers from qualified employees. Management has the sole and exclusive right to determine who meets the appropriate qualifications for overtime assignments. For example, physical requirements, medical restrictions, documented performance deficiencies, etc., may be considered in making qualifications determinations.

SECTION 3: OVERTIME PROCEDURES

A. The parties agree that where overtime work can be directly identified as requiring specific skills or belonging to the job duties of an employee in a specific position, then management may direct that the overtime be granted to that specific employee.

B. If overtime work is available to more than one employee in the same pay plan, series, grade, and work area, then overtime may be solicited to those employees as a group. Overtime will be solicited first within the smallest work unit possible (e.g., 1st line supervisor’s work area), where the overtime work is needed.

C. During each overtime solicitation, qualified volunteers will be selected for overtime in seniority order, with the most senior employee receiving the first offer.

D. In the event time is limited or an insufficient number of volunteers are available, employees may be required to work mandatory overtime as mission needs require. Selection for mandatory overtime assignments will be done via inverse seniority of qualified individuals. 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, etc.).

E. Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty or desirability to the organization.

F. Overtime assignments shall not be made as a reward or punishment.

G. For those employees who do not have transportation to their home because of required overtime for which they had no opportunity to plan, the Employer will provide them an opportunity to secure transportation. 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, etc.).

H. For overtime that occurs before or after a shift, employees will be given a fifteen (15) minute break for each two-hour increment worked, subject to mission requirements. Where possible the break will be given in conjunction with normal shift change/set up meeting. Employees will be given a fifteen (15) minute break which includes personal cleanup time prior to the end of the regular shift when working overtime. A fifteen (15) minute break will be granted for every (2) hours worked thereafter. If an employee works one hour or less beyond the regular shift, the employee is not entitled to a break. Employees working a full shift on overtime will follow the established break schedule for that shift (see Article 20, Hours of Duty).

I. Overtime procedures not specifically negotiated in this Article will be negotiated at each site.

J. For scheduled overtime, management will attempt to provide the employee sufficient work to cover the anticipated number of hours of scheduled overtime.

SECTION 4. ROSTERS

A. If an employee is detailed to a work unit (for a period of at least 30 days or more), they will be transferred to the overtime roster for the 1st line supervisor of their detailed work area, and for the duties they are performing.

B. Rostering procedures not specifically negotiated in this Article will be negotiated at each site.

SECTION 5. 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 6. 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 7. OVERTIME ABSENTEEISM

If an employee is unexpectedly going to be absent due to either an illness or other emergency, then they must contact the appropriate overtime supervisor or the supervisor's designated representative within one (1) hour of the start of overtime. Employees who fail to report for their scheduled overtime, fail to follow established overtime procedures, or repeatedly call off will be temporarily removed from the overtime roster, the timeframe for which is subject to local negotiations.

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. Weather and Safety Leave is a form of excused absence used when an employee or group of employees is prevented from safely traveling to or performing work at an approved location due to–(1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location.

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. WEATHER AND SAFETY LEAVE

A. The local activity notification system alerts employees for closures due to inclement weather or any other emergency condition. Employees are encouraged to maintain up-to-date contact information to ensure timely notification. Other notification methods may be developed locally to include methods such as a weather status line or public media announcement.

B. Designated DLA management officials may grant weather and safety leave to employees only if they are prevented from safely traveling to or safely performing work at a location approved by the agency.

C. Employees participating in a telework program under applicable agency policies will generally not be granted weather and safety leave.

D. An authorized DLA management official may grant weather and safety leave if an employee could not reasonably have anticipated the conditions, and thus was unable to prepare for telework or otherwise unable to perform productive work.

E. Weather and safety leave may not be granted if these conditions could have been reasonably anticipated and/or the employee did not take reasonable steps within his or her control to prepare to perform telework at the approved site.

F. Employees designated as emergency employees critical to agency operation are, generally, not subject to the granting of weather and safety leave.

G. Weather and safety leave will not be granted for hours during which employees are on other preapproved leave (paid or unpaid) or paid time off.

H. DLA will not approve an employee's request to cancel preapproved leave or paid time off if it is determined the request is primarily for the purpose of obtaining weather and safety leave.

I. The parties agree it is not appropriate for employees to terminate their telework agreements for the sole purpose of obtaining weather and safety leave.

J. Determining appropriate leave depends on employee telework participation, current leave or duty status for a full day/shift closure or early dismissal due to inclement weather or any other emergency condition developing before, during, or after working hours:

1. Delayed Arrival: Non-emergency and telework-ready employees who opt to report to the duty station based on the delayed arrival time will be granted weather and safety leave for the period of delay relative to their normal arrival times. Employees who are scheduled to telework and those who elect unscheduled telework are expected to begin telework on time, request unscheduled leave, or a combination of both.

2. Early Departure (Staggered or Immediate): Non-emergency employees at the duty station will be dismissed from their offices XX hour(s) early relative to their normal departure times or at a designated time and will be granted weather and safety leave for the number of hours remaining in their workdays or for the time to commute home, as appropriate. All telework-ready employees who reported to the duty station will be granted weather and safety leave for their commute home where they will be required to telework or take leave for the remainder of their workday. Telework-ready employees at their telework site must continue to telework or take unscheduled leave, or a combination of both.

3. Full day/shift Closure: Emergency employees are expected to remain on duty or report for work on time, unless otherwise directed when there is a full day/shift closure. Non-emergency, non-telework participating employees will be granted weather and safety leave for the number of hours in their workday. Non-emergency employees (including employees on pre-approved paid leave) will generally remain on leave if the office at which the employee works is closed. However, if the employee is scheduled to use sick leave for a medical appointment and that medical appointment is cancelled, the legal basis for the sick leave has been eliminated and the sick leave must be cancelled. In addition, if an employee has scheduled annual leave, that leave may be cancelled if the employee is ready, willing, and able to telework (telework-ready with a telework agreement in place) and agrees to perform telework in lieu of the scheduled leave. Also, employees on official travel, on leave without pay, or on an AWS day off remain in that status. Telework-ready employees at their telework site must telework the entire workday, take appropriate leave or a combination of both.

4. 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.

5. 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.

6. 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).

7. 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 designated management official an acceptable explanation and/or documentation related to the emergency.

8. 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 (workload permitting), employees will be granted four (4) contiguous hours of administrative leave 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 (workload permitting), employees will be granted four (4) contiguous hours of administrative leave 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.

C. Employees, upon their return to work from donating platelets or blood, must furnish original documentation signed by an official of the institution receiving the donation, showing the date, time, and place of the donation for verification by the supervisor. The administrative time will be entered into the official timekeeping system for that pay period. If an employee reports to donate but is rejected as a donor, the employee will report back to work.

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 BUE who is elected to a position of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE Union Representative. The Employer shall be given as much advance notice as possible but not less than 10 workdays. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Employer. To the extent of its authority, the Employer shall place the BUE upon his/her return in the position the BUE left, or one of like seniority, status, grade and pay.

SECTION 2. LEAVE WITHOUT PAY FOR BARGAINING UNIT EMPLOYEE(S) (BUE(S))

A. Absences can be charged to LWOP only when the BUE 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 a BUE 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 a BUE'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 a BUE'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 BUE 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

SECTION 1. GENERAL PROVISIONS

A. An employee may use annual leave for vacations, rest and relaxation, and personal business or emergencies. An employee has a right to take annual leave, subject to the right of the supervisor to schedule the time at which annual leave may be taken. Employees will accrue annual leave in accordance with applicable law and appropriate regulation.

B. Employees and their supervisors are mutually responsible for planning and scheduling the use of employees' annual leave throughout the leave year. Employees should request annual leave in a timely manner, and supervisors should provide timely responses to employees' requests.

C. By the first business day of the new leave year, supervisors will advise employees to submit their projected annual leave plans for the remainder of the leave year. Employees must submit their projected requests to their supervisors by January 20th. Scheduling conflicts will be resolved in favor of the employee with the most seniority irrespective of grade by service computation date (SCD). Supervisors will establish an approved projected leave schedule normally by the first business day in February.

D. Leave requests and associated approvals must be documented. For organizations that use projected annual leave plans, the approved leave plan constitutes the required documentation, providing the employee maintains an annual leave balance sufficient to cover the projected leave. Subsequent requests for unplanned annual leave must be submitted by an employee on an OPM Form 71. For organizations that do not use the annual leave plans, employees must submit an OPM Form 71 for all instances of leave regardless of whether the leave is scheduled or unscheduled.

E. Annual leave earned in a pay period is not vested and available for use until after the pay period ends.

F. The Employer will consider workload in making decisions to approve or deny annual leave requests.

G. Although the reasons an employee wants to take scheduled 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.

H. Unscheduled Annual Leave

- Annual Leave is normally requested and approved in advance. Employees requesting unscheduled annual leave (leave requested with less than a 24 hour notice) will supply

the reason for the request (e.g., flat tire, broken water heater).

- For unscheduled leave requests, normally the employee will contact his/her supervisor or the supervisor's designated representative prior to the beginning of the start of his/her shift (preferably 30 minutes or earlier) and request annual leave. Employees will be provided the contact information for the supervisor or the supervisor's designated representative. In rare circumstances when the employee is unable to contact their supervisor in advance of the start of the shift (e.g., car accident), the employee shall contact the supervisor or designee as soon as practicable, but not later than one hour after the start of the shift. In the event the supervisor or designee is not immediately available to answer the call, the employee will leave a contact number where he/she can be reached. The leave is not approved until the supervisor or designee notifies the employee. Ordinarily, the employee will receive a call-back from his/her supervisor or designee within 30 minutes after receipt of the message. Leave forms for approved unscheduled annual leave will be submitted the next business day upon return.

- In addition to these procedures for requesting unscheduled annual leave, supervisors may provide additional call-off instructions, e.g., text/email options, contact information for supervisor's designated representative, etc.

I. 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 two (2) consecutive weeks.

J. Leave will be taken in 15-minute increments if less than a full hour is used.

K. 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 non-refundable funds being expended 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.

L. "Use or lose" annual leave is the amount of annual leave that is in excess of the employee's applicable annual leave ceiling. Any accrued annual leave in excess of the ceiling will be forfeited if not used by the final day of the leave year. Forfeited annual leave may be restored in accordance with DLAI 1424.01, Leave Administration.

M. Employees have a right to request advanced annual leave. The amount of annual leave that may be advanced is limited to the amount of annual leave an employee would accrue in the remainder of the leave year. Employees do not have an entitlement to advanced annual leave. Because advanced annual leave must be repaid upon separation from Federal service, advance annual leave should not be approved when it is known, or reasonably expected, that

the employee will not return to duty.

N. Rapid Deployment: Because of the nature and potential impact of the deployment cycles of Rapid Deployment members on local seniority-based leave scheduling procedures and the ability of Rapid Deployment team members to request leave, leave scheduling arrangements for Rapid Deployment team members will be administered separate and apart from normal local activity leave rosters.

ARTICLE 25
SICK LEAVE

SECTION 1.

Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave earned in a pay period is not vested and available for use until after the pay period ends. Sick leave will be taken in 15-minute increments if less than a full hour is used. Employees must submit an OPM Form 71 for all instances of leave regardless of whether the leave is scheduled or unscheduled. For unscheduled sick leave, employees will submit the OPM Form 71 the next business day upon their return. 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 should, if possible, contact his/her supervisor or the supervisor's designated representative prior to the beginning of the shift but not later than one (1) hour after the beginning of the shift and request sick leave. Employees will be provided the contact information for the supervisor or the supervisor's designated representative. In the event the supervisor or designee is not immediately available to answer the call, the employee will leave a contact number where he/she can be reached. The leave is not approved until the supervisor or designee notifies the employee. Ordinarily, the employee will receive a call-back from his/her supervisor or designee within 30 minutes after receipt of the message. Leave forms for approved unscheduled sick leave will be submitted the next business day upon return. In addition to these procedures for requesting unscheduled sick leave, supervisors may provide additional call-off instructions, e.g., text/email options, contact information for the supervisor's designated representative, etc.

Employees must provide sufficient information in order for the supervisor to determine the appropriate sick leave category (as identified in Section 1). When the requested sick leave will last three (3) or fewer workdays, the employee may advise the supervisor of the anticipated duration of the absence. Daily calls during that time are not required. 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 at any time. The employee's self-certification is normally acceptable for absences of three 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 three 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 or disciplined as a result of the misconduct. If the supervisor determines that the employee is misusing leave, the employee will be advised in writing that all future requests for leave due to 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.

Health care practitioner's certificates must be on the medical practitioner's letterhead and be signed and dated by an appropriate medical practitioner. It must state when the employee was seen and whether or not the employee was incapacitated for duty. It must also provide the date when the employee is expected to return to work 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 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 Employees currently under the requirements of a leave restriction letter will not be advanced sick leave. Because advanced sick leave must be repaid upon separation from Federal service, advance sick leave should not be approved when it is known, or reasonably expected that the employee will not return to duty.

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

SECTION 6.

Employees are responsible for managing their own leave balances. 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 at the time the employee calls in sick an absence which would otherwise be chargeable to sick leave may 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. Such evidence must be submitted with 15 calendar days. This provision does not preclude possible disciplinary action for employees who fail to request leave in accordance with established procedures.

SECTION 8.

Consistent with 5 C.F.R. § 630.401, and the terms of this Article, the Employer must grant the Employee sick leave for:

A. 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 C.F.R. § 630.201(b), as amended. Information on this can be found on the DLA Human Resources Web Site at: www.hr.dla.mil.

B. 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 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) may be granted if the employee provides the appropriate medical documentation within 15 calendar days. Otherwise, such absence may be charged as AWOL.

SECTION 10

Employees undergoing a prescribed program of treatment under the Employee Assistance Program (EAP) 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.

ARTICLE 26
FAMILY AND MEDICAL LEAVE ACT (FMLA) 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. Employees calling to request the use of intermittent FMLA must specify this when making the leave request and/or submitting an OPM Form 71 (or the automated system, as determined by the Agency). An employee may elect, but is not required, 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. Employees may only use FMLA leave for the purposes specified in their approved application to use FMLA.

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 (3) 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 C.F.R. § 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. PAID PARENTAL LEAVE

- Paid Parental Leave (PPL) is a form of FMLA leave that took effect October 1, 2020, which provides 12 weeks of paid leave to federal employees covered by FMLA in connection with the birth, adoption, or foster placement of a child. PPL is in addition to regular annual and sick leave. Employees are not required to deplete their annual or sick leave before using PPL.

- Paid Parental Leave (PPL) is an entitlement and as such, if all of the eligibility requirements are met, and employee's invocation of continuous PPL (taken in a 12-week block) cannot be denied. However, intermittent use of PPL may be denied based on mission essential requirements, but we encourage approval of requests for intermittent PPL to the extent practicable. It is important for employees to schedule PPL in advance while remaining flexible with their intermittent or reduced work schedule in consideration of agency needs.

- DLA will implement the PPL provisions of FMLA in accordance with Office of Personnel Management and Department of Defense regulations, as reflected in the DLA Directive Type Memorandum (DTM) 20-018, Paid Parental Leave (PPL), dated September 28, 2020.

- To be eligible for PPL, employees must have 12 months of federal service and serve in a parental role, i.e., in the home bonding with the child.

- If both parents are federal employees, they are each entitled to 12 weeks of PPL.

- PPL expires 12 months after the date of birth or placement and may only be used after the birth or placement. If an employee or family member was hospitalized prior to a birth, he/she would need to use annual leave, sick leave, leave without pay, or other approved absence (e.g., credit hours or compensatory time). However, PPL is a substitute for FMLA unpaid leave so any prior use of FMLA leave for medical purposes in the previous 12-months limits the amount of PPL leave available to the employee).

- PPL may be taken intermittently, but employees should provide a plan or schedule of anticipated use of intermittent leave to their supervisor for approval.

- Prior to substituting PPL, an employee must request, in writing, their intention to use PPL and agree to subsequently work for DoD for at least 12 weeks. The PPL request form and service agreement are included in the DLA policy issuance on PPL, available on the DLA issuances website.

- Employees must provide administratively acceptable documentation, in accordance with the applicable regulations, showing the use of PPL is directly connected with a birth or adoption/foster placement that has occurred.

- If the employee fails to complete the 12-week work obligation following use of PPL, he/she must make a reimbursement equal to the total amount of any agency contributions paid on behalf of the employee to maintain the employee's health insurance coverage during the period(s) when PPL was used. Waivers for special situations may be considered.

SECTION 5. LEAVE TO SERVE AS A BONE-MARROW OR ORGAN DONOR

Employees are entitled to up to seven (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 (2) 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 Agency 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. All travel authorizations will be processed using the approved DoD travel system.

E. All transportation (air/rail/rental car) will be procured using the Individual Government Issued Charge Card (GTCC) unless traveler is prohibited from having an account.

F. All lodging will be procured using the DoD Travel System and/or Travel Management Office "Assist".

G. Employees are required to use preferred lodging as designated in the DoD travel system.

H. The Employer will provide training to employees on the use of the Defense Travel System and technical assistance as needed.

SECTION 2. TRAVEL AUTHORIZATIONS

A. As determined by the Agency policy and 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 employees without an Individual Billing Account (IBA) for travel and transportation expenses authorized by the JTR.

C. Prior to local travel, a determination will be made by the supervisor on the use of a privately owned vehicle (POV) by the employee. POV use has to be more advantageous to the Government or for the convenience of the Government.

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 or the Fair Labor Standards Act (as appropriate), the employee shall be compensated accordingly.

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. Employees may be authorized annual leave, when they return from TDY, if they arrive after midnight prior to the next consecutive scheduled duty day.

SECTION 5. TRAVEL VOUCHERS

Upon completion of official travel, the employee shall submit vouchers for reimbursement through the DoD Travel System in accordance with timeframes established by DoD regulations and Agency policies. In the event the authorizing official is not available to act on a travel voucher within a reasonable amount of time, the Agency may designate another official to review and act on the voucher.

SECTION 6. GOVERNMENT TRAVEL CHARGE 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. The Agency 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. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.

B. 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.

C. In the event an employee's account becomes 45 days delinquent, the GTCC issuing agency will contact the employee advising them to contact the Agency Program Coordinator (APC) within their organization to address the urgent matter regarding their payment of their GTCC. 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.

D. 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.

E. 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. An employee cannot be issued a GTCC if they do not provide all the required information on the application.

ARTICLE 29
WORKFORCE RESHAPING

SECTION 1. GENERAL

A. The Agency agrees to comply with applicable Government, DOD, and DLA rules and regulations, and the provisions of this Article, when conducting Reassignments, Details, Reorganizations, Reductions-In-Force (RIF), and Transfers of Function.

B. The Agency shall provide the appropriate Council 169 Local or National Council with not less than 30 calendar days' notice prior to effecting a reorganization, reduction in force, or transfer of function.

C. Seniority tie-breakers (Reassignments and Details) will utilize the following method:

1. Service Comp Date (Annual Leave); if same SCD then utilize (2).

2. Month and day of the birthday (not year) using the Julian Date, in ascending order.

SECTION 2. DEFINITIONS

A. Reassignment: Any change of an employee from one position to another without demotion or promotion within the Agency.

B. Detail: Any 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. Reorganization: A planned elimination, addition or redistribution of significant functions or duties in an organization and/or organizational unit.

D. Reduction-in-force: Occurs when the Agency releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Agency has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force will take effect within 180 days, or when the need to make a place for a person exercising reemployment rights requires the Agency to release the employee.

E. Transfer of function: 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.

F. Commuting area: The area within which registrants can be reasonably expect to commute daily between their permanent residence and duty station, as determined by the registering activity.

SECTION 3. REASSIGNMENTS

A. Voluntary Reassignments: The Agency has the right to select employees for reassignment. In exercising this right, the Agency may ask for volunteers, post a vacancy announcement, direct a reassignment, or use other means of identifying candidates, should the Agency elect to solicit volunteers, the Agency has the right to (1) determine the area(s) from which volunteers will be sought and how many volunteers are required, (2) determine the knowledge, skills, abilities and other characteristics required for the position(s), and (3) assess the qualifications of the volunteers.

B. Management Directed Reassignment: An Employee will be advised as soon as practical regarding a directed reassignment. Normally, an employee will be advised in writing at least 15 calendar days prior to an Employer directed reassignment. The Employer will provide necessary training for the new position, as determined by the Agency.

C. Reassignments will not be used as a reward or punishment.

D. 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. To the extent the meeting is a formal discussion under the Statute, the Union shall be given the opportunity to be present at meetings that involve consideration of a request for reassignment due to personal hardship presented by an employee. A copy of a hardship decision will be provided to the Union upon request.

1. Employees should make every attempt to provide advance notification of their Hardship Request, including any available supporting documentation.
2. Upon receipt of Hardship Request, the Employer will normally respond within 5 working days with a decision.

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

SECTION 4. DETAILS

A. For any detail over 30 days, the Agency shall file a copy of the Request for Personnel Action (SF-52), including a written statement of duties and responsibilities, as a permanent part of the employee's Electronic Official Personnel Folder (EOPF).

B. In addition to helping meet mission needs, details are a way of broadening experience and demonstrating ability to perform at a higher level. Employee with disabilities who are serving

under excepted appointments may be considered for details. The Employer will provide necessary training as determined by the Agency.

C. An official record shall be made by the Employer of any detail of more than 30 calendar 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). Upon request, an employee may have a detail of fewer than 31 days but greater than 14 calendar days made a matter of record in his/her EOPF.

D. Details will be used judiciously and will be terminated as soon as the Employer determines the need for the detail no longer exists. Nothing in this agreement will preclude the Employer from assigning work, as needed, to meet mission requirements. When an employee is to be detailed to a higher graded position for more than 45 calendar days, he/she shall be temporarily promoted and paid at the higher rate.

E. The Employer will not repeatedly detail an employee for 45 calendar days or less solely to avoid temporarily promoting employee performing higher graded duties.

F. Employees will be given as much advance notice as practicable for details.

G. The following procedures shall be used for details expected to last 30 or more calendar days. Supervisors shall list their employees in descending seniority order using Service Computation Date (SCD)-Leave. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before involuntary selection.

1. If there are more volunteers than needed for the detail, the supervisor will select the most senior volunteer(s) to meet the requirement.

2. If there are fewer volunteers than needed for the detail, the supervisor will accept any volunteers then select the least senior employee(s).

H. The Employer shall establish rosters available to the Union to implement the requirements of this Article.

I. Exceptions to this procedure may be made in situations that require immediate response to satisfy mission requirements.

J. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of details when there are recurring needs for those skills. However, skills development is not the primary purpose of details.

SECTION 5. REORGANIZATIONS

A. For reorganizations that change working conditions (e.g., substantive changes to position descriptions, reassignments of bargaining unit employees to different positions, and physical relocation of employees), the Employer shall provide the union with at least 30 calendar days' notice prior to effecting the reorganization. To the extent bargaining obligations must be satisfied, bargaining authority may be delegated by DLA Headquarters and Council 169. Notification will include the final organization structure ("wiring diagram"), the numbers, job titles and grades of positions involved, and a DCPDS listing of current Employee (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 Council 169/designee 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 Section shall apply.

B. Because Employees who are detailed 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 Employees out of an organization that will be directly affected by an announced reorganization, the Employer agrees to notify the appropriate Council 169/designee 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.

C. In the event any shift realignment is necessary and changes conditions of employment due to a reorganization, the union will be provided advance notice consistent with Section 5.A.

SECTION 6. REDUCTION IN FORCE

A. The Agency and Council 169 share a mutual interest in assisting employees who are adversely affected by RIF.

B. The Agency will support employee job search efforts and may approve employee use of annual leave for this purpose unless work requirements do not permit the employee's release.

C. To the extent practicable, the Agency will provide job education and re-training programs such as resume counseling, lectures, professional conferences, and workshops, etc., during duty hours. The Agency will give consideration to reasonable amounts of duty time for resume preparation, job interviews, etc. The Agency may contact appropriate state employment service for job placement and re-training services. The amounts of such time and the procedures for using it will be negotiated at the either at the local level or national level depending on the bargaining unit employees impacted by the RIF.

D. When the Agency becomes aware of the possible necessity to conduct a reduction-in force, it will attempt to minimize the adverse effect on bargaining unit employees through such

means as reassignments, attrition, voluntary separation incentive payments (VSIP), early retirement (VERA), use of vacant positions for placement and other positive placement efforts.

E. The Agency will notify the Union of any pending RIF 30 days prior to the notification to the affected employees unless a shorter notice period has been authorized by OPM. The notice will be in writing and include the reasons for the RIF, the types and estimated number of positions to be abolished, and the proposed effective date. Additional bargaining on procedures or appropriate arrangements may only be conducted at the approval of DLA Headquarters and Council 169.

F. 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. 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.

G. The Agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force. 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.

H. 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.

I. Affected employees have the right to review competitive levels and retention registers as applicable to the employee.

J. The Agency 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.

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

L. In connection with a RIF and where applicable, the Agency agrees to pay relocation expenses as provided by appropriate regulations.

M. Local commuting area means “the geographic area that usually constitutes one area for

employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment."

SECTION 7. TRANSFERS OF FUNCTION 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 Employees in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.

3. Counsel the Employees on individual rights relating to retirement and severance pay and placement potential.

4. Give any Employees 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 (BUE) 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 employee 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.

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**.**

SECTION 8. EMERGENCY FURLOUGHS

A. The Agency will determine positions that are designated "excepted" in the event of a furlough

1. In instances where more than one employee performs identical functions, employees will be excepted based on seniority using the employees' Reduction-In-Force Service Computation Date. The more senior will perform the excepted functions.
2. If a less senior employee's unique skill set is required, the less senior employee may be selected. The Agency will document the basis for the selection in a Memorandum for the Record.

B. Employees will receive a written notice of the emergency furlough. When practicable, the written notice will be given in advance.

C. The Agency will provide employees with a copy of SF-8 (Unemployment Compensation Notice).

D. Supervisors will attempt to contact employees on leave or TDY. All leave will be cancelled.

E. Employees will be notified of when to return to duty via public media and by the supervisors contacting the employees via email and telephone.

SECTION 9. ADMINISTRATIVE FURLOUGHS

A. The Agency will determine positions that are designated "excepted" in the event of a furlough.
   1. In instances where more than one employee performs identical functions, employees will be excepted based on seniority using the employees' Reduction-In-Force Service Computation Date. The more senior will perform the excepted functions.
   2. If a less senior employee's unique skill set is required, the less senior employee may be selected. The Agency will document the basis for the selection in a Memorandum for the Record.

B. Employees will receive a written notice of the furlough in accordance with Adverse Action procedures as stated in Article 34.

C. The Agency will provide employees with a copy of SF-8 (Unemployment Compensation Notice).

D. All leave will be cancelled.

E. Employees will be notified of when to return to duty by the supervisors contacting the employees via email and telephone.

F. Employees subject to furlough will be placed on a five (5) day, eight (8) hour work week, with flexible start/end time.

G. Furloughs, if discontinuous, furlough days will be either the first or last day of the work week. Employees will submit their desired furlough day (first or last day of their work week) to their immediate supervisor. In those instances where there is conflict from multiple employees requesting the same furlough day and all requests cannot be accommodated, ties will be broken by the supervisor applying the RIF SCD. For furlough days that fall on a holiday, the next business day will serve as the furlough day.

H. Employees who were working any type of alternative work schedule will return to such work schedule effective the first full pay period following the end of the furlough period.

I. Supervisors will work with part-time employees to define a set schedule for duration of the furlough period. Based on this established schedule, supervisors will compute a pro-rated number of furlough hours per pay period commensurate with that part-time schedule.

J. Employees who are hired or transferred into the bargaining unit after the furloughs begin will serve a proportionate number of days on furlough.

K. For the purposes of timeframes for grievances and ADR, furlough days will be treated as nonwork days.

L. Should the Agency's situation change so that furloughs can be shortened, the Agency will act promptly to cancel additional furlough days. The AFGE Council 169 President will be notified immediately. Employees will be notified of the cancellation of furlough days as soon as practicable. This will include multiple communication vehicles.

M. Employees on an approved telework agreement who are not furloughed on their scheduled telework day may continue to telework. Those employees who are furloughed on their telework day may request to change their telework day during the furlough period.

N. Employees are entitled to benefits outlined in guidance issued by the Office of Personnel Management related to non-emergency furloughs.

ARTICLE 30

EXPEDTIONARY/DEPLOYABLE CIVILIAN WORKFORCE, EMERGENCY-ESSENTIAL, NON-COMBAT ESSENTIAL, AND CAPABILITY-BASED VOLUNTEERS

The Defense Logistics Agency and the American Federation of Government Employees, Council 169 hereby agree to the following provisions regarding the designation of Deployable civilian positions within DLA as Emergency-Essential (EE), Non- Combat Essential (NCE), and Capability-Based Volunteer (CBV):

1. DoD defines an Emergency-Essential position as a position-based designation to support the success of combat operations or the availability of combat-essential systems in accordance with section 1580 of Title 10, United States Code. DoD civilian employees in these positions are designated as Key personnel.

2. DoD defines Non-Combat Essential as a position-based designation to support the expeditionary requirements in other than combat or combat support situations and will be designated as Key personnel.

3. DoD defines Capability-Based Volunteer as an employee who may be asked to volunteer for deployment, to remain behind after other civilians have evacuated) or to backfill other DoD civilians who have deployed to meet expeditionary requirements in order to ensure that critical expeditionary requirements that may fall outside or within the scope of an individual's position are fulfilled.

4. The parties agree it is best to have willing volunteers for EE and NCE positions. Accordingly, vacant positions designated as EE and NCE shall be announced as such, and applicants selected for EE and NCR positions shall sign a written agreement documenting acceptance of the EE or NCE conditions of employment as appropriate, ·

5. The Employer will provide information to applicants and employees to help them understand what it means to occupy an EE or NCE position. Such information may be in the form of promotional videos, web sites, personal counseling, printed material, and other appropriate means.

6. Incumbents of positions that management decides to designate as EE or NCE subsequent to the employee being hired for the position shall be notified in writing of this change.

    a. Assignments and/or Designations shall not be made as either reward or punishment.
    b. The notification letter shall include the DoD Directive 1404.10 - DoD Civilian Expeditionary Workforce. 'I've will also be provided a DD Form 2365, Civilian Expeditionary Workforce Agreement and the DLA Statement of Understanding and Agreement for Deployment Requirements, which they

will be asked to sign.

c. The Agency will endeavor to address any concerns the employees have, prior to the employee's decision regarding whether or not to sign the DD Form 2365. The notification letter shall include points of contact at the DLA Human Resources Center (DHRC) for questions concerning any aspects of EE or NCE requirements. Employees may consult their Union representative regarding the matter.

d. Unless mission requirements necessitate a shorter notice, employees will have 90 calendar days after receiving the notification package to inform the Agency of their decision to accept or decline signing the DD Form 2365. Employees may request and the Employer will consider an extension to the time limit.

e. Should the employee decline to sign the DD Form 2365, the Employer will work with the Employee to identify available non-EE or non-NCE positions for which the employee is qualified in an effort to retain these employees within their commuting area. Should the Employee decline an offered position, or if a position is not available, he or she may be separated in accordance with reduction in force regulations. The Employer will offer Voluntary Early Retirement and Voluntary Separation Incentive Payments as appropriate. Other benefits available to affected employees may include registration in the DoD Priority Placement Program permanent change of station orders and job placement assistance.

7. Those duties that must be performed while deployed and that qualify the position as NCE or EE will be placed in the Position Description and marked as such.

8. EE or NCE employees who complete a deployment will be eligible for a cash award based upon their contribution to the mission.

9. EE or NCE employees who are not deployed may be excused for up to three (3) hours per week to engage in fitness activities at the worksite or installation fitness facility where the employee is working. Fees or expenses for membership or use of fitness facilities are the responsibility of the employee. Release of the employee is contingent upon the supervisor's determination that workload permits the employee to engage in fitness activities.

10. Training for EE and NCE employees is based upon the requirements of their assignment and may include subjects such as safety, Uniform Code of Military Justice, cultural sensitivity, and other matters determined appropriate by the Employer.

11. Medical examinations the Employer determines to be necessary will be at the Employer's expense. Exams may include provision of DNA samples, dental x-rays, or other appropriate records to facilitate identification of the employee.

12. EE or NCE determinations are based upon the duties of the position. If an employee occupying an EE or NCE position is selected for another position that is not so designated, the employee ceases to be EE or NCE. The employee may volunteer to be designated as a Capability-Based Volunteer (CBV) and execute a new EE or NCE agreement. Should the Employer wish to convert the new position to EE or NCE, the requirements of paragraph 6 above will apply.

13. The Employer has the right to select EE/NCE employees for deployment. Although all EE/NCE employees are required to deploy when directed to do so, to the extent practicable, the Employer will use qualified volunteers for deployment. Unless urgent requirements do not allow time to do so, the Employer will seek volunteers from among qualified EE/NCE employees to meet deployment requirements. In the event there are insufficient qualified volunteers, the Employer will direct the deployment of a qualified EE/NCE employee. The Employer will: (1) determine the site(s) from which volunteers will be sought, (2) determine the knowledge, skills, abilities and other characteristics required for the position(s), and (3) assess employee qualifications. Each organization employing EE/ NCE employees will maintain rosters of EE/NCE employees for each site sorted by series and grade and in order of RIF Service Computation Date (SCD). When selecting from among identically qualified EE/NCE employees, the employees' RIF SCD will be used. Assignments based on RIF SCD will be in reverse order of seniority when directing assignments and in order of seniority when selecting among volunteers. Once deployed based upon selection from the roster, the employee will be removed from the roster until it has been exhausted.

14. On an annual basis, the Employer will review all EE/NCE positions that have not been deployed within the preceding two (2) years to determine whether the need for the EE/NCE designation is still required. The results of the review of bargaining unit EE/NCE positions will be provided to the Council.

ARTICLE 31
OFFICE COMMUNICATION TOOLS

Office communications tools allow DLA employees to communicate using functionality such as instant messaging, and voice and video call capabilities.

1. All employees are required, as determined by management, to use the full functionality of office communication tools as a means of communication similar to situations where supervisors visit employees at their workstations, call employees on their telephone, or send electronic mail (e-mail). Employees will be expected to communicate in a manner consistent with management's direction.

2. Office communications tools are collaboration tools for DLA employees to use while working at the official or alternate work site. Any employee with connectivity problems will immediately contact the Help Desk, and advise their supervisor of the status of their problem.

3. One of the features of office communications tools provides the ability to instantly view availability or on-line status; this is not an attendance tracking tool. Employees are not to turn-off or disable this feature, as this feature indicates employees' availability for communication with their supervisors and colleagues, to include providing feedback on work assignments.

4. The use of a presence/status indicator, or other technologies' similar features, will not be used as a time and attendance or tracking tool.

5. This Article covers any future technologies that provide similar functions found in office communications tools.

6. In accordance with Article 5, any accountability rosters (e.g., sign-in/sign-out sheets) will be negotiated at the Local level.

ARTICLE 32
WAGE SURVEYS

The parties agree that coordinated wage surveys will be conducted in accordance with 5 C.F.R. Part 532, Subparts A, B, & C, as added to and amended by the OPM. Employees selected by the Union to participate in wage surveys, in accordance with 5 C.F.R. § 532.229, are considered to be on official assignment to an interagency function, rather than on leave or union official time.

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 BUEs 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 29 to attempt to minimize the adverse effects on BUEs.

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 BUEs 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
DISCIPLINE AND ADVERSE ACTIONS

SECTION 1. GENERAL

A. The parties agree it is critical to maintain high standards of integrity and conduct within the agency. Disciplinary measures are taken to correct employee misconduct that adversely affects the efficiency of the service and to encourage employee conduct in compliance with applicable policies, procedures, and regulations.

B. An "adverse action" is defined as a suspension, removal, furlough of 30 days or less, or a reduction in grade and/or pay taken for cause. Adverse actions will be taken for just cause and in accordance with applicable laws and regulations.

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. Other forms of corrective measures may include counseling, oral admonishment, letters of instruction, or letters of warning.

E. At any meeting initiated by the Agency between an employee and an Agency official which the employee reasonably believes may result in an adverse 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 MLA. If representation is requested, the meeting will not be delayed beyond one business day (Monday through Friday) without mutual agreement of the parties.

F. 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 adverse 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.

G. In exercising its right to discipline employees, for proposed adverse actions of 15 days or more, the Employer will consider the relevant Douglas Factors. In considering the penalty for adverse actions, the Agency may take into account those adverse actions taken any time prior to the effective date of the proposed current action.

SECTION 2. INFORMAL CORRECTIVE ACTIONS

A. Supervisors may use informal measures for corrective action or to provide instructions regarding appropriate workplace behavior or compliance with procedures. These informal corrective actions are not disciplinary in nature, but are intended to make employees aware of, and bring them into compliance with, workplace policies and procedures.

B. Oral Counseling or admonishment is a verbal instruction to the employee concerning a proper process or procedure or to address misconduct, and will generally be a discussion between the employee and his/her supervisor.

C. A Letter of Warning is issued to an employee concerning unacceptable conduct. It places the employee on notice that formal disciplinary action may be imposed if the conduct does not improve.

D. A Letter of Instruction is issued to an employee to document standards of conduct or work instructions, clarify procedures, or impose certain requirements.

E. A letter issued to implement a performance improvement plan (PIP) is not a disciplinary action, and is addressed in Article 18.

SECTION 3. LETTERS OF REPRIMAND

A Letter of Reprimand is the lowest formal disciplinary action issued to correct an employee's delinquency or misconduct. It contains a detailed account of the offense(s) and is effective upon issuance. Letters of Reprimand will be retained in the eOPF for 2 years, until the employee leaves the agency, or until the supervisor determines the letter has served its purpose.

SECTION 4. PROCEDURES FOR SUSPENSIONS OF 14 CALENDAR DAYS OR LESS

A. When the Agency proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:
    1. The Agency will give the employee at least seven (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 seven (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. To the extent practicable, Management will issue the decision in a timely manner. The decision notice will:
    1. Indicate whether the proposed action will be effected, modified, or withdrawn... 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.

SECTION 5. 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 4 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 10 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 seven (7) calendar days and the reply period will be not less than seven (7) calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed seven (7) calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. 7513(b).

SECTION 6. GRIEVANCE APPEAL RIGHTS

An employee who is dissatisfied with the Agency's decision to effect an adverse action of a suspension of 15 days or more, removal, furlough of 30 days or less, or reduction in grade and/or pay may elect to either appeal the decision in accordance with 5 U.S.C. 7701 or 7702 as applicable, or use the negotiated grievance procedure. An employee who is dissatisfied with the Agency's decision to effect a suspension of 14 days or fewer may elect to grieve the decision in accordance with the negotiated grievance procedure (Article 36).

SECTION 7. 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.

ARTICLE 35

DRUG TESTING PROGRAM

SECTION 1. GENERAL

This Article provides for application of the Employer's drug testing program as it relates to BUEs. The parties agree that illegal use or possession of drugs by BUEs, 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 a BUE believes his or her position has been wrongly designated as a testing designated position, the BUE 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. BUEs 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. BUEs are required to comply with the Employer's DFWP. Failure to do so will result in the Employer initiating action to discipline the employee.
C. Employees who use, possess, or distribute controlled substances, and employees who refuse drug testing, alter or tamper with specimens, or fail to provide an adequate specimen may be subject to disciplinary action, up to and including removal.
D. The BUE'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 BUE.

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 BUEs who occupy properly identified Testing Designated Positions (TDPs) be subject to random testing and that only those BUEs 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. A BUE 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 BUE is entitled to Union representation if they choose to appeal their designation.
    2. BUEs selected for random testing will be selected on the basis of neutral criteria.
    3. A BUE 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, a BUE 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 BUEs 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 a BUE 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 BUE 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 BUEs 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 a BUE 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 BUEs 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 BUE will receive overtime or compensatory time, or be released.

D. When a BUE 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 BUE to and from the collection site.

E. When the BUE 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). A BUE whose RIF placement rights result in placement in a TDP is subject to pre-employment testing. In the event the BUE believes he/she is not medically qualified for the position, the BUE will be allowed five (5) 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 BUE has provided the information or five (5) days have elapsed, whichever occurs first. For the purposes of the RIF at hand, a BUE providing acceptable medical documentation will be considered medically disqualified. The BUE 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 BUE being adversely affected by the RIF.

G. Prior to a verified positive test result determination that would lead to a proposed disciplinary action, the Medical Review Officer (MRO) will discuss the test results with the employee. Test result discussions with BUEs shall be conducted in a private setting.

SECTION 3. RANDOM SELECTION FOR TESTING

A. The Employer agrees that, except for volunteers, only those BUEs in TDPs will be subject to random selection for drug testing. A BUE 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. BUEs 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 BUE selected for random drug testing may obtain a deferral of testing if the BUE's first-line supervisor and second-line supervisor concur that a compelling need necessitates a deferral on the grounds that the BUE is:

1. In a leave status (sick, annual, administrative, or leave without pay). Unplanned or unscheduled leave requests by the employee after receipt of the drug testing notice will not be grounds to defer the test.

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

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

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

SECTION 5. METHODS AND PROCEDURES FOR TESTING

A. 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.

B. If there is a positive test, the MRO will offer the BUE an opportunity to have the specimen retested by an alternate Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratory.

SECTION 6. COLLECTION PROCEDURES

A. Upon direction by management, the designated BUE will report to the designated location to be tested.

B. Collection procedures will provide for BUE privacy and dignity. Unless direct observation collection is authorized, the BUE subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the BUE 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 the BUE are not to interfere with the collection.

SECTION 7. SAFE HARBOR

The Employer agrees to provide an opportunity for assistance to those BUEs who voluntarily seek treatment for illegal drug use and successfully complete a prescribed treatment program. This is known as "Safe Harbor. In accordance with Executive Order 12564, the Employer is required to initiate action to discipline any employee found to use illegal drugs, except when an employee voluntarily admits his or her drug use, completes counseling and/or rehabilitation, and thereafter refrains from using illegal drugs.

SECTION 8. ADMINISTRATIVE ACTION

Any BUE 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 BUE may be returned to duty in a sensitive position, providing he or she will still meet all eligibility criteria of

the 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 BUE to duty in the position would not endanger public health, safety or national security.

SECTION 9. EMPLOYEE ASSISTANCE PROGRAM REFERRAL

A. BUEs 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 BUE to respond positively to the referral.

SECTION 10. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. Records, files, and information pertaining to BUE 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 BUE 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 BUE 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 BUE will be provided information concerning the drug testing process and the chain of custody.

C. At the request of the BUE, a union representative will be given the opportunity to be present during the collection process, if the employee reasonably believes that the results of the drug test may result in an adverse action against him or her. The BUE's request for a union representative will be honored, but will not add to the mandatory time (two (2) hours) within which to report to the collection site.

SECTION 12. DISCLOSURE OF INFORMATION TO COUNCIL 169

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 BUEs tested, the total number of BUEs 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.

ARTICLE 36
GRIEVANCE PROCEDURE

SECTION 1. GENERAL

The purpose of this Article is to provide a 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. COVERAGE AND SCOPE

A. This Article constitutes the sole and exclusive procedure available to the Employer, Union, and bargaining unit employees for resolution of grievances applicable to any matter involving the interpretation, application, or violation of this Agreement, Local Agreements, or matters involving the interpretation 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 Agreement under which the employee(s) is/are 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 Agreement(s) covering the parties, or the local interpretation or application of Employer regulations covering personnel policies, 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 Grievance. A grievance by the Executive Board of Council 169 or DLA officials is a request for relief covering disputes between the parties over actions taken or alleged failure to take appropriate action involving the interpretation and application of this Agreement, or an Executive Board of Council 169 or DLA interpretation of any rule or regulation covering personnel policies, practices, and other matters affecting conditions of employment

SECTION 3. MATTERS EXCLUDED

Excluded from the grievance procedure are:

A. Any claimed violation of subchapter III of chapter 73 of title 5, U.S.C. (relating to prohibited political activities;
B. Retirement, life insurance, or health insurance;
C. A suspension or removal under section 7532 of title 5, U.S.C. (relating 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 items A through E above.
K. Any incentive pay, honorary, or discretionary awards, including quality step increases;
L. The reassignment or promotion 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 4. 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 consisting of a suspension of 15 days or more, or a furlough of 30 days or less, or a reduction in grade and/or pay, may, at his or her option, raise the matter under the appropriate statutory appellate procedure or this Article, but not both. For 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 the employee timely files a notice of appeal under the applicable procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever occurs first.

SECTION 5. 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 employees may present a grievance under this procedure without representation as long as the resolution of the grievance 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. 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, the Council 169 Local will pay travel and per diem for the Council 169 Local representative for representational functions associated with the formal step of the grievance procedure specified in Section 6 of this Article. 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.

SECTION 6. GRIEVANCE PROCEDURE

This Section describes procedures for grievances submitted by the parties described in Sections 2.B, C, and D above. The specified time frames may be extended by mutual agreement.

A. All formal disciplinary actions, to include suspensions, removals, and demotions, may be grieved within 10 workdays from the date of the notice of decision. 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 is not in the same geographic location, the parties shall use electronic means (e.g., telephone, VTC) if the employee requests a face-to-face meeting. All formal disciplinary actions, to include suspensions, removals, and demotions, must be submitted as formal grievances.

B. 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 10 workdays from the date the grievant 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 the authority to grant the requested relief and within five (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 five (5) workdays after presentation of the grievance. Informal grievances that are submitted in writing will be responded to in writing.

b. If the matter is not satisfactorily resolved at the informal grievance step, then the grievant may, within 10 workdays of the grievance response, submit the grievance in writing through the formal grievance process.

C. Formal Grievance Process:

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 with the grievant to discuss the grievance within 10 workdays of receipt of the formal grievance. Such meetings may be conducted via telephone or VTC when the supervisor, union representative, and/or grievant are not in the same location. Within 10 workdays after the grievance meeting, the Commander/Director/J-Code Director or 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. Adverse actions appealable through this process will not be stayed pending the resolution, if any, of the grievance.

2. Formal grievances must be signed by the grievant(s) and must contain 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 local agreement, if applicable, at issue. Failure to cite the specific MLA articles/provisions or local agreement articles/provisions at issue will result in dismissal of the grievance with prejudice;
    c. A brief statement of the step(s) taken to resolve the grievance informally;
    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; and
    f. Identification of the employee(s)' representative.

    Failure to meet any of these requirements will result in the grievance being dismissed with prejudice.

D. Grievances filed by the Employer will be submitted to the Council 169 Local President. Grievances filed by the Council 169 Local will be submitted to the Commander/Director/J-Code Director or equivalent. Such grievances must be submitted in writing within 10 workdays from the date the grieving party knew or should have known 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, the MLA articles/provisions or local agreement articles/provisions at issue, and the specific requested relief. Failure to meet any of these requirements will result in the grievance being dismissed with prejudice. The parties will meet within 10 workdays to discuss the matter. The party receiving the grievance will provide a written response within 10 workdays following the grievance meeting.

E. If the local Employer Organization or the Council 169 Local representative is not satisfied with the grievance decision, then that party may advance the grievance to arbitration in accordance with Article 37 of this Agreement. Such request must be made within 10 workdays after receipt of the grievance decision. Failure to timely invoke arbitration will render the grievance decision final.

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

SECTION 7. DISPUTES BETWEEN THE EXECUTIVE BOARD OF AFGE COUNCIL 169 AND DLA

A. This Section covers disputes over action taken (or alleged failure to take appropriate action) by the Executive Board of AFGE Council 169 or DLA officials which involve the interpretation and/or application of this Agreement. When the Executive Board of AFGE Council 169 files a grievance which raises the same issue as that filed by a local or an employee, the local or employee grievance(s) will be incorporated into the grievance submitted by the Executive Board of AFGE Council 169. No further processing of the local grievance will occur once the grievance has been incorporated into the Council 169 grievance. This same limitation 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 efforts to resolve matters raised under this procedure informally and as expeditiously as possible. To facilitate informal resolution:

    1. Council 169 and the Employer will fully inform the other party of the matter at issue at the earliest opportunity.
    2. Informal resolution will not be construed as establishing binding precedent on a particular practice or on the interpretation of this Agreement.

C. If the matter is not resolved informally, then:

    1. The Council 169 President or Director DLA (or designee), whichever is the grieving party, will 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 support documents, a specific citation to the articles/provisions of the MLA applicable to the grievance along with a statement explaining why or in what manner it is believed that the particular portion(s) in/are being misinterpreted or misapplied, the specific relief or adjustment sought, and a description of efforts taken to resolve the matter informally and why the offered informal resolution, if any, was considered unsatisfactory.
    2. The Council 169 President or Director DLA (or designee), whichever is the responding party, will prepare a final written response to the written grievance within 10 workdays 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 invoke arbitration within 10 workdays following receipt of the response.

SECTION 8. FAILURE TO MEET TIME REQUIREMENTS

Time limits at any step of the grievance procedure may be extended by mutual consent of the parties. Failure of the Employer to meet any of the prescribed time limits of this procedure without mutual consent to extend the same will permit the grievant or the Union to elevate the grievance immediately to the next step of the process. Failure of the parties to meet any of the prescribed time limits without mutual consent to extend the same will result in the dismissal of the grievance with prejudice.

SECTION 9. WITNESSES

In the event either party needs a witness(s) during a grievance meeting, DLA employee(s) who are called by the parties will 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 VTC. In the event a party requires in-person testimony of a witness who is not local, travel and per diem expenses will be paid by the person calling such witness. Witness participation is voluntary.

SECTION 10. RECORDS AND DOCUMENTATION

The Employer will, upon request and receipt of a statement articulating a particularized need, furnish the grievant(s) and the Union with pertinent records regarding a grievance filed pursuant to this Article, subject to applicable laws and regulations.

ARTICLE 37
ARBITRATION

SECTION 1. GENERAL

A. This Article establishes procedures for the arbitration of disputes between the Union (i.e., the Executive Board of Council 169 or a Council 169 Local) and the Agency which are not satisfactorily resolved by the negotiated grievance procedure contained in Article 36 of this Agreement.

B. The party moving for arbitration must follow the procedures set forth in this Article. Failure or refusal to follow any of these steps within the prescribed time limits constitutes an abandonment of the arbitration request with prejudice and renders the grievance decision final.

C. Failure to request arbitration within the time period set forth in Article 36 constitutes an abandonment of the arbitration request with prejudice and renders the grievance decision final.

D. The non-moving party for arbitration must follow the procedures set forth in this Article. Failure by the non-moving party to follow any of these steps within the prescribed time limits will result in full payment of fees and expenses of the arbitration by the non-moving party, notwithstanding Section 4 of this Article.

SECTION 2. SELECTION OF ARBITRATOR

A. If the Union and the Agency fail to settle any grievance processed under Article 36 of this MLA, either party may, within the time limits specific in the negotiated grievance procedure, notify the other in writing of its intention to submit the matter to arbitration. Within five (5) workdays from the date of that notification, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) impartial persons qualified to act as arbitrators. The request to FMCS will be made using the form on the FMCS website. The party requesting arbitration is solely responsible for paying for the list of arbitrators. Failure of the moving party to request the list of arbitrators from FMCS within the specified time frame constitutes and abandonment of the arbitration request with prejudice and renders the grievance decision final. Failure of the requesting party to simultaneously remit the fee charged by FMCS with the request to obtain the list of arbitrators will constitute an abandonment of the arbitration with prejudice and the grievance decision will be final. Once an arbitrator has been selected, failure to schedule or attempt to schedule a hearing within 90 calendar days of selection will constitute an abandonment of the arbitration with prejudice.

B. Within five (5) workdays from receipt of the list, the parties will confer, as appropriate, to select an arbitrator. If they cannot mutually agree on one name from the list, then the parties will alternately strike one name from the list until only one name remains. Which party

strikes first will be determined by coin toss. The remaining name on the list will be the duly selected arbitrator. The party moving for arbitration will notify FMCS of the selection within two (2) workdays after such selection. Failure to notify FMCS within this timeframe constitutes and abandonment of the arbitration with prejudice and renders the grievance decision final.

SECTION 3. ARBITRATION PROCEEDINGS

A. Once an arbitration hearing has been scheduled, there will be no postponements or rescheduling of the hearing except by 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 one of the parties desires a transcript of the hearing, that party shall be responsible for making arrangements for and paying the full cost of the transcript, which includes the cost of the court reporter. If the other party later wishes a copy of the transcript, then that party will pay for half of the combined cost of the original transcript and the second copy, as well as half the cost of the court reporter.

C. At least 15 workdays before the opening of the arbitration hearing, the parties will exchange lists of witnesses whom they expect to testify, along with a list of facts and/or evidence that may be stipulated to in advance of the hearing. Only material and relevant witnesses will be called. Either party may object to the other party's witness(es) on the grounds that the witness' proffered testimony is not relevant, probative, or competent. If the parties cannot agree on the list of witnesses, then the arbitrator will have the sole discretion to determine who may testify. Failure to meet the 15-workday time period will result in exclusion of the witness. This does not apply to rebuttal witnesses.

D. Any pre-hearing motions (e.g., motion to dismiss, motion to exclude witness, etc.) will be heard and determined by the arbitrator at least 10 calendar days prior to the hearing.

E. 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 employee participants will be in a duty status.

F. The arbitrator's award will 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 will be empowered to formulate his/her own statement of the issue(s) to be resolved.

G. Issues concerning grievability/arbitrability will be submitted to the arbitrator for a determination prior to proceeding on the merits. The arbitrator must issue a final written decision on all grievability/arbitrability issues before any hearing on the merits of the grievance. If the arbitrator determines that the matter cannot be grieved/arbitrated, then there will not be a hearing on the merits. Issues concerning grievability/arbitrability cannot be waived and can be asserted at any point in the grievance and arbitration process.

H. The arbitrator will be requested to render and simultaneously serve a written award on both parties within 30 calendar days of the close of the hearing.

SECTION 4. COST OF ARBITRATION

The fee and expenses of the arbitrator will be borne by the losing party, or split 50-50 if no winner or loser can be determined. Additionally, the party whose principal contention is rejected by the arbitrator will be liable for the cost of the arbitration referral fee. 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 the arbitrator's fees are incurred, and a settlement agreement is reached on or before the hearing date, the offeror of the settlement will pay all fees and expenses charged by the arbitrator.

SECTION 5. WITNESSES

In the event either party needs a witness/witnesses during an arbitration hearing, DLA employee(s) who are called by the parties will be in a duty status. Testimony by witnesses who are not at the site of the arbitration hearing will be provided normally via telephone, sworn statement, declaration, or VTC, unless the arbitrator determines that in-person testimony is necessary. For Union grievances, in the event the arbitrator determines that s/he is unable to render a decision without in-person testimony, the Union will pay travel and per diem for Union witnesses.

SECTION 6. EXCEPTIONS TO ARBITRATOR'S AWARD

The arbitrator's award will be final and binding on the parties. Either party, however, may file exceptions to an award with the Federal Labor Relations Authority pursuant to its regulations.

SECTION 7. CLARIFICATION OF ARBITRATOR'S AWARD

Disputes between the parties over the application of an arbitrator's award may be returned to the arbitrator for clarification. The party seeking clarification will 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 Reparables (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
USE OF TOBACCO PRODUCTS

SECTION 1.

The Union and Employer recognize that individuals have the right to have an environmentally sound work environment, which includes the right to tobacco-free conditions. In support of the health and wellness of the DLA workforce, the agency encourages participation in tobacco cessation programs as referenced in Article 49 (Wellness/Fitness Program).

SECTION 2.

Tobacco products are products made or derived from tobacco that are intended for human consumption, including cigarettes, cigars, little cigars, pipe tobacco, roll-your-own tobacco, smokeless and dissolvable tobacco, and products intended for use in hookahs/water pipes. Electronic nicotine delivery systems, including but not limited to e-cigarettes and vape pens, will also be treated as tobacco products. The parties will comply with terms and requirements set forth in DODI 1010.10.

SECTION 3.

At installations where DLA is the host, subject to availability of funds, the Employer will provide covered tobacco use areas with protection from the elements within reasonable proximity to the work area, in accordance with applicable regulations. At locations where DLA is the tenant, employees will follow applicable regulations and host installation directives.

SECTION 4.

Employees of DLA will be allowed to use tobacco products during break periods or during their lunch break.

SECTION 5.

Use of tobacco products will only be allowed in outside areas away from any flammable or hazardous substances in accordance with DOD fire codes. Use of tobacco products is prohibited within 50 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where use of tobacco products is prohibited. The location of outside areas designated for tobacco product use is at the discretion of the Installation Commander, consistent with applicable regulations.

SECTION 6.

Any residue produced from use of tobacco products will be disposed in a sanitary manner in appropriate containers. Closed and spill proof containers will be used. Spitting in or on wash basins, water fountains, waste paper cans, surfaces or floors, etc. is prohibited.

ARTICLE 40
PERSONNEL RECORDS

SECTION 1. GENERAL

A. The purpose of this Article is to provide policies and procedures governing administration of employee's official records and files, consistent with law, government-wide, DoD and Agency regulations.

B. No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulation and this Agreement.

C. Personnel records will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate administrative need.

D. No derogatory material of any nature shall be placed in the employee's eOPF, or the supervisor's files, without their express knowledge. 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 may provide 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.

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.

B. The Employer shall provide for the maintenance of an eOPF for every employee.

C. Authorized personnel, not employed by the Agency, may inspect an employee's eOPF in accordance with law, rule and regulation.

D. If the employee alleges incorrect or omitted information, the Agency will, upon verification, correct the record. Such changes will not be considered a factor in connection with any future personnel actions.

E. If the employee is unable to access the eOPF electronically, a paper copy will be provided upon request. Employees may be required to acknowledge by a signature receipt of any documents provided. Such acknowledgement does not constitute agreement with the contents.

F. 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.

SECTION 3. LEAVE AND EARNINGS STATEMENTS (LES)

A. Employees who have demonstrated they are able to access myPay within the last four pay periods will have their mailed LES turned off.

B. DLA will notify those employees who have their mailed LES turned off of this action via the email identified by the employee in the myPay system. This email will be reviewed prior to distribution by the President, AFGE Council 169, and will include a statement that the employee has the right to turn the mailed copy back on via the myPay system if they chose to continue to receive the mailed copy. This email will also include instructions on how to turn the mailed copy of the LES back on.

C. Employees will be granted duty time to view and/or print a copy of their LES based on operational requirements. They may use the kiosk or computer lab available to employees that do not have computer access based on their position of record.

D. If required employees will be provided assistance accessing myPay by their supervisor or other appropriate employee.

E. This process will be repeated every 90 days.

SECTION 4. WAGE AND TAX STATEMENT FORM (W2)

A. Employees who have demonstrated they are able to access myPay within the last four pay periods will have their mailed W-2 turned off.

B. The option to change the delivery of W-2 will not be available during DFAS tax year processing period.

C. Employees will be granted duty time to view and/or print a copy of their W-2 based on operational requirements. They may use the kiosk or computer lab available to employees that do not have computer access based on their position of record.

D. If required, employees will be provided assistance accessing myPay by their supervisor or other appropriate employee.

E. DLA will notify those employees who have their mailed W-2 turned off by this action using the email identified by the employee in their myPay account. This notification will be reviewed prior to distribution by the President, AFGE Council 169, and will include a statement that the employee has the right to turn the mailed copy back on via the myPay system if they chose to continue to receive the mailed copy. This employee notification email will include instructions on how to turn the mailed copies of W-2 back on.

F. This process will be repeated every 90 days.

ARTICLE 41
PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION 1. GENERAL

A. For the purpose of this Article

1. The term “employee” refers to any bargaining unit employee
2. The term “servicing payroll office” refers to the Defense Finance and Accounting Service (DFAS). DFAS is responsible for processing the pay of the employee. DLA Payroll Services is responsible for processing dues allotments.
3. The term “dues 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 or her membership to the Council 169 Local.

B. The parties agree that:

1. This Article is not subject to local negotiations and is the sole procedure for dues allotments in DLA.
2. The Local is responsible for fully informing the employee that his or her authorization for a payroll allotment:
   a. Is completely voluntary.
   b. In accordance with 5 CFR 2429, bargaining unit employees who authorize the Agency to remit dues to the Union on or after August 10, 2020, may initiate the revocation of those dues at any point after the one-year anniversary of their election. The effective date of the allotment is the beginning of the first pay period in which the dues allotment is deducted.
   c. Verification of the anniversary date is not the responsibility of the Employer. Any discrepancy regarding the one (1) year anniversary date requirement is solely an issue between the employee and the union. The Agency bears no responsibility or liability for terminations that do not meet the one (1) year requirement.

SECTION 2. AUTHORIZATION OF PAYROLL ALLOTMENT

A. Only one (1) payroll allotment will be authorized for an employee for union dues deductions.

B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues (including the three (3)-digit Employee Organization Code), will be used. The Local will distribute this form to the employees.

C. When an employee is transferred from a bargaining unit position at one DLA Site to a bargaining unit position at another DLA Site, deductions for local Union dues will continue, contingent upon the transfer being within the same FLRA-approved unit of recognition. Such dues withholding will continue at the basic rate of the gaining DLA Site. If an employee has timely executed an SF 1188, Revocation of Voluntary Authorization Dues,

prior to his or her transfer, then the dues will be terminated. In the event that the transfer of an employee is not within the FLRA-approved unit of recognition, the Agency will be required to terminate that employee's dues deductions.

D. The payroll allotment will be in an amount determined by the AFGE Local and signed by the employee on the SF 1187.

1. No more than two (2) changes in the amount of the basic payroll allotment will be made during a calendar year.
2. Written notification of a change in the amount of the basic payroll allotment will be furnished to the servicing payroll office by the AFGE Council Local at least 30 days prior to the change. The written notification, using the Employee Organization Information Change Form, will include the following information:

    a. Current rate
    b. Amount of change
    c. New rate
    d. Telephone number (both DSN and commercial) and name of person to contact if they have questions
    e. Address for remittance and, if necessary, account number
    f. Address for dues listings to be submitted

SECTION 3. TERMINATION OF AUTHORIZATION

A. The dues allotment will be terminated when any of the following situations occur:

1. The employee retires
2. The employee dies
3. The employee is separated
4. The employee transfers to another servicing payroll office outside the Agency
5. The employee ceases to be a member of the bargaining unit
6. The Employee (BUE) 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.
7. In any case, revocation will become effective on the first full pay period provided the requirements of Section 1.B.2 of this Article have been met.

B. When an employee is assigned to a position outside of the bargaining unit, dues deductions will be terminated. Dues withholding will be restored when the employee completes another SF 1187 authorizing the deduction upon his or her return to the bargaining unit.

SECTION 4. PROCESSING PAYROLL ALLOTMENTS

A. Dues withholding will become effective the first full pay period after a properly executed dues allotment form is received in the DLA Payroll Services inbox.

1. Completed SF1187/SF1188 are submitted to PayrollCoE@dla.mil.
2. Transmission of 1188 will be made by the employee via encrypted email to the designated email address with a copy to the designated union representative.
3. The employee and union representative are provided an email acknowledging date of receipt.

B. No dues will 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.

C. After each pay period, to the extent DFAS will comply, the servicing payroll office will remit the payroll allotment deduction with a listing that contains the following:

1. The pay period designator
2. The names of the employees from whom deductions were made, the amount of each deduction, and their organizational assignment
3. The total number of employees from whom dues were withheld
4. The total amount withheld
5. The names of employees from whom no dues were deducted in accordance with Sections 3 and 4.B of this Article and the reasons why the dues were not deducted
6. A remark to indicate when the deduction is from the final pay of an employee due to a separation, retirement or death of the employee.

D. In the event that there is a problem with the dues allotment deductions or the information provided under Section 4.C of this Article, the parties will work together to resolve the problem.

ARTICLE 42
UNION-SPONSORED AND MLA 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 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. Generally, the annual AFGE Legislative Conference is considered to be training for purposes of this Section. The Council President will forward the agenda to DLA headquarters at least two (2) weeks in advance of the conference to review and approve the appropriate amount of official time based on the content of the agenda items. Representatives must request approval from their supervisor for official time.

SECTION 2. MASTER LABOR AGREEMENT TRAINING

A. Within 120 days of the MLA effective date, the Employer will provide MLA training to BUEs. This training will take place on duty time.

B. Within 60 days of the effective date of this MLA, the Council local will notify the servicing Labor Relations Office of the date(s) of the MLA training for their local union representatives.

C. Up to 24 hours of official time, per Article 3, may be used for this training. The Council local will provide a schedule and list of trainees at least three (3) weeks in advance to the servicing Labor Relations Office. 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
ACCESS TO THE AGREEMENT

SECTION 1. GENERAL

The Employer will provide printed copies of this Master Labor Agreement, changes thereto and Local Agreements to each current and new Federal Wage System Employee in the bargaining unit. The Employer will also post this Master Labor Agreement, changes thereto and Local Agreements on a publicly accessible website.

SECTION 2. COPIES FOR LOCALS

A. 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 BUEs represented by the Local. The Council will furnish the Agency a designee and mailing address for each Local to facilitate the provision of the printed copies to the Locals.

B. Locals may, on an annual basis, request and obtain additional printed copies not to exceed 10% of the number of BUEs represented by the Local. The expenses for printing and distribution of such additional printed copies will be borne by the Employer.

ARTICLE 44
POLICE OFFICERS, FIREFIGHTERS, CHILD DEVELOPMENT CENTERS, AND NON-APPROPRIATED FUND (NAF) POSITIONS

A. This Master Labor Agreement covers firefighters and police officers who are in the bargaining unit. Issues unique to Police, Firefighter, Child Development Center and Non-Appropriated Fund (NAF) 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. For purposes of this Article, work schedules for the Emergency Services Dispatcher positions are included. 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.

B. 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 (Headquarters DLA and Council 169) 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 employer and union cooperation and enhance understanding on matters of mutual concern.

SECTION 2.

Joint Labor-Management Committees are encouraged to 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. If the parties agree that the meeting will be beneficial, the parties will proceed with the meeting, otherwise the meeting will not take place.

SECTION 4.

The foregoing Sections will not preclude existing methods of Employer-Employee communication such as periodic Town Hall meetings, 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 dissention 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

1. The parties agree that at least three (3) meetings per year 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 such meetings in person, via video teleconference or by telephone. The Employer will approve official time (for time otherwise in a duty status) for up to nine Executive Board members, and will pay travel and per diem for Executive Board members who are DLA employees. Any Executive Board member who is not a DLA employee, will be allowed to attend such meetings virtually or at the Union's expense.

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

3. The Major Subordinate Commander/ Deputy should, by mutual consent, meet monthly with the Council VP assigned to that MSC, this will be held to facilitate a constructive labor-management relationship.

4. Local Commands/Deputies should, by mutual consent, meet weekly or as needed with the Local President/Designee, this will be held to facilitate a constructive labor-management relationship.

ARTICLE 48
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. DEFINITION

A. Alternative Dispute Resolution (ADR) is designed to resolve disputes in a manner that avoids the cost, delay, and unpredictability of the traditional adjudicatory process. The overall objectives of ADR is 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 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.

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. Parties are also encouraged to use other types of ADR, such as, facilitation, conciliation, etc.

D. Management Representative. Is a management official who has been delegated authority to enter into settlement agreements that are binding on the Agency. The management attendee in ADR will be at a level higher than the deciding official in the matter in hand.

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 (BUE) 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 the 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 (BUE)'s time limit for requesting ADR has expired. Such actions are held in abeyance during ADR. In the event ADR is unsuccessful, the Employee (BUE) 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 (BUE) 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 (BUE) 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. 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. Decisions to decline ADR processes, procedures, or use are not grievable under any circumstance.

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, 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 AMENDMENTS

SECTION 1. GENERAL

A. This Agreement will remain in effect for a period of six (6) years from its effective date and will be automatically renewed for an additional period of one (1) year unless either party gives notice of a desire to renegotiate portions of or the entire Agreement. Either party may give written notice of the intent to renegotiate this Agreement not more than 90 calendar days or less than 60 calendar days prior to the Agreement expiration date. The written notice will identify the article(s) to be negotiated and will be acknowledged by the other party within 20 calendar days of the date of the written notice.

B. If no written notice to amend, modify, or renegotiate the Agreement is submitted by either party within the time period stated in Section 1.A above, then the mandatory provisions of this Agreement will automatically renew for a period of one (1) year, subject to agency head review. All local collective bargaining agreements, memoranda of agreement (MOAs), and memoranda of understanding (MOUs) will expire on the date this Agreement goes into effect.

C. Upon receipt of a written notice to amend, modify, or renegotiate this Agreement, both parties to this Agreement will begin negotiating ground rules for negotiations within 60 calendar days of the date of the written notice. If negotiations are not completed by the anniversary date of this Agreement, then the mandatory provisions of this Agreement will be automatically extended until a new agreement is negotiated.

SECTION 2.

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Article. This Agreement is effective and binding on the parties upon approval by the agency head, or on the 31st day after its execution if the agency head has neither approved nor disapproved the Agreement. Execution of the Agreement means that the parties to the Agreement have signed and dated the same, as evidenced on the Agreement signature page. For purposes of agency head review, the date the last party signs and dates the signature page will constitute the Agreement's execution date.

SECTION 3.

If, after the effective date of this Agreement, any practice develops which is inconsistent with this Agreement, then either party may require the other to conform to the Agreement terms by providing notice of its intention to enforce this Agreement immediately. Thereafter, both parties will comply with the terms of this Agreement.

APPENDIX A

OFFICIAL TIME FORM

NAME OF UNION OFFICIAL: KEITH CELSKY

TIME AND DATE FOR WHICH OFFICIAL TIME IS REQUESTED: _____

Use of EAGLE REASON CODES is mandatory when submitting time and attendance

___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. [EAGLE Reason Code: BB (Representational, Mid-Term Negotiations)]
___Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure. [EAGLE Reason Code: BK (Representational, Grievance and Appeals)]
___Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited. [EAGLE Reason Code: BD (Representational, Labor/Management)]
___Participation on committees or panels as authorized by this Agreement. [EAGLE Reason Code: BD (Representational, Labor/Management)]
___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. [EAGLE Reason Code: BA (Representational, Term Negotiations), BB (Representational, Mid-Term Negotiations) or BK (Representational, Grievance and Appeals)]
___Participation in formal discussions. [EAGLE Reason Code: BD (Representational, Labor/Management)]
___Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action. [EAGLE Reason Code: BK(Representational, Grievance and Appeals)]
_X_Other (State Reason): Grievance and Appeals Research

REQUESTOR'S SIGNATURE AND DATE: _____

SUPERVISOR'S ACTION (SIGNATURE AND DATE):
Approve: _____ Disapprove:_____*

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

Time Representative Departed:_____ Time Representative Returned: _____

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

APPENDIX B
OFFICIAL TIME REPORT FOR UNION OFFICIALS

This form is solely for the purpose of accurately reporting the use of official time by union officials who have block grants of official time to conduct labor relations business during their duty time. At the conclusion of the pay period, this form is to be provided to the supervisor, who will forward it to the servicing Customer Support Office (New Cumberland or Columbus). Exceptions to the due date may be made in extenuating circumstances. If mutually agreed at the local level, the form may be submitted to the timekeeper instead of the supervisor. Upon mutual agreement of the Employer and AFGE Council 169, this form may be automated.

Name _____ Pay Period Ending _____

Week 1	Code BA	Code BB	Code BD	Code BK	Daily Total
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Weekly Total					

Week 2	Code BA	Code BB	Code BD	Code BK	Daily Total
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Weekly Total					

CODE BA: Representational Time. (Term Negotiations) Collective Bargaining Agreement Negotiations.
CODE BB: Representational Time (Mid-Term Negotiations). Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
CODE BD: Labor/Management (1). Participation in Formal Discussions, (2) Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited, (3) Participation on committees or panels as authorized by this Agreement, (4) Includes other official time authorized by this MLA but not specifically listed in this or the other categories.
CODE BK: Negotiated Grievance Procedure. (1) Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure, (2) Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action, (3) Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA rules and regulations, and other third party hearings.

TELEWORK REQUEST AND APPROVAL FORM

Prescribed by: DLAI 7212
Sponsor: Human Resources (J1)

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. Ch. 65, Telework; DoD Instruction 1035.01, Telework Policy; and Defense Logistics Agency Instruction 7212, DLA Telework Program.

PURPOSE(S): Information is used by supervisors, program coordinators, DLA Information Operations and DLA Human Resources Services, Human Resources Information Systems for managing, evaluating, and reporting DLA Alternate Worksite/Telework Record activity/participation. Information on participation in the Telework Program, minus personal identifiers, is provided in management reports and to the DoD for a consolidated response to the Office of Personnel Management (OPM) annual data call. Portions of the records are also used to validate and reimburse participants for costs associated with telephone and internet usage.

ROUTINE USES: In addition to disclosures generally permitted under 5 U.S.C. 552(a)(b) of the Privacy Act of 1974. Information may be disclosed outside of DoD as follows: To the Department of Labor when an employee is injured while teleworking, details of the telework arrangement may be disclosed. To DLA-affiliated unions to provide raw statistical data on the program. No personal identifiers or personally identifying data is provided. To appropriate Federal officials pertinent workforce information for use in national or homeland security emergency/disaster response. Additional routine uses are listed in the applicable System of Records Notice (SORN): OPM/GOVT-1, General Personnel Records at: https://dpcld.defense.gov/Portals/49/ and S375.80, Defense Logistics Agency (DLA) Alternate Worksite/Telework Records.

DISCLOSURES: Voluntary, however, failure to provide the information may result in the inability to participate in the DLA Telework program.

1. EMPLOYEE	2. ORGANIZATION	3. JOB TITLE
4. GRADE AND JOB SERIES	5. PHONE NUMBER	6. LAST PERFORMANCE EVALUATION RATING

7. DESCRIPTION OF WORK TO BE PERFORMED

8. DESCRIPTION OF OUTPUTS

9. A. BENEFITS FOR EMPLOYEE AND THE EMPLOYER (CHECK ALL THAT APPLY)

- ☐ Improved Productivity
- ☐ Improved Morale
- ☐ Incentive to remain with DLA
- ☐ Environmental Concerns
- ☐ Improved Job Access
- ☐ Reduced Commuting Costs
- ☐ Workspace Availability
- ☐ Reduced Parking
- ☐ Promoting DLA as an Employer
- ☐ Other (Specify below)

9. B. SPECIFY OTHER BENEFITS

TELEWORK REQUEST AND APPROVAL FORM

Prescribed by: DLAI 7212
Sponsor: Human Resources (J1)

10. EQUIPMENT AND SOFTWARE REQUIRED

11. NUMBER OF COMMUTER MILES SAVED PER TELEWORK DAY

12. START DATE (MM/DD/YYYY)

13. END DATE (MM/DD/YYYY)

14. IF REGULAR AND RECURRING

A. TELEWORK TOUR OF DUTY (E.G., 8:30 A.M.-5:00 P.M., INCLUDING A ONE-HALF HOUR LUNCH PERIOD)
FROM | TO

B. DAY(S) OF THE WEEK EMPLOYEE WILL TELEWORK

C. NUMBER OF DAYS PER WEEK TELEWORK IS RECOMMENDED
☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

D. SELECT SCHEDULE TYPE
☐ Fixed schedule in accordance with local guidance and/or collective bargaining agreement.
☐ Flextime in accordance with local guidance and/or collective bargaining agreement.
☐ AWS in accordance with local guidance and/or collective bargaining agreement.

E. ALTERNATE WORK SITE ADDRESS

15. IF PEROIDIC OR INTERMITTENT

A. TELEWORK TOUR OF DUTY (E.G., 8:30 A.M.-5:00 P.M., INCLUDING A ONE-HALF HOUR LUNCH PERIOD)
FROM | TO

B. DAY(S) OF THE WEEK EMPLOYEE WILL TELEWORK

C. NUMBER OF DAYS PER WEEK TELEWORK IS RECOMMENDED
☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

D. SELECT SCHEDULE TYPE
☐ Fixed schedule in accordance with local guidance and/or collective bargaining agreement.
☐ Flextime in accordance with local guidance and/or collective bargaining agreement.
☐ AWS in accordance with local guidance and/or collective bargaining agreement.

E. ALTERNATE WORK SITE ADDRESS

16. SIGNATURES AND RECOMMENDATIONS

A. EMPLOYEE'S SIGNATURE

B. DATE (MM/DD/YYYY)

C. SUPERVISOR'S SIGNATURE

D. DATE (MM/DD/YYYY)

E. SUPERVISOR'S RECOMMENDATION
☐ Approved ☐ Disapproved

F. NUMBER OF DAY PER WEEK TELEWORK IS RECOMMENDED
☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

17. APPROVAL

A. APPROVING OFFICIAL
☐ Approved ☐ Disapproved (Explain reason below.)

B. NUMBER OF DAY PER WEEK TELEWORK IS RECOMMENDED
☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

B. APPROVING OFFICIAL

C. DATE (MM/DD/YYYY)

D. REASON FOR DISAPPROVAL

TELEWORK AGREEMENT

Prescribed by: DLAI 7212
Sponsor: Human Resources (J1)

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. Ch. 65, Telework; DoD Instruction 1035.01, Telework Policy; and Defense Logistics Agency Instruction 7212, DLA Telework Program.

PURPOSE(S): Information is used by supervisors, program coordinators, DLA Information Operations and DLA Human Resources Services, Human Resources Information Systems for managing, evaluating, and reporting DLA Alternate Worksite/Telework Record activity/participation. Information on participation in the Telework Program, minus personal identifiers, is provided in management reports and to the DoD for a consolidated response to the Office of Personnel Management (OPM) annual data call. Portions of the records are also used to validate and reimburse participants for costs associated with telephone and internet usage.

ROUTINE USES: In addition to disclosures generally permitted under 5 U.S.C. 552(a)(b). Information may be disclosed outside of DoD as follows: To the Department of Labor when an employee is injured while teleworking, details of the telework arrangement may be disclosed. To DLA-affiliated unions to provide raw statistical data on the program. No personal identifiers or personally identifying data is provided. Information may also be disclosed for any of the Routine Uses published by DLA and posted at http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570255/s37580/

DISCLOSURES: Voluntary, however, failure to provide the information may result in the inability to participate in the DLA Telework program.

EMPLOYEE	JOB TITLE
GRADE AND JOB SERIES	SUPERVISOR

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

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

and ending on _____ .

3. Employee's official duty station tour of duty will be from _____ to _____ (e.g. 8:30 A.M. to 5:00 P.M.)

including a one-half hour non-paid lunch period) on the following days _____ .

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

_____

- ☐ Fixed schedule in accordance with local guidance and/or collective bargaining agreement.
- ☐ Flextime in accordance with local guidance and/or collective bargaining agreement.
- ☐ AWS in accordance with local guidance and/or collective bargaining agreement.

Number of Days per Week Telework is Recommended ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

5. EMPLOYEE'S OFFICIAL DUTY STATION ADDRESS	6. APPROVED ALTERNATIVE WORKSITE ADDRESS
	PHONE NUMBER

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

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

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

9. If leave is taken, employee will notify the supervisor following the local guidance and/or collective bargaining agreement.

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

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

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

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

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

15. Employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official alternate work site. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a telework employee will occur outside of the premises of the official duty station, the supervisor must investigate all reports as soon as practical following notification.

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

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

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

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

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

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

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

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

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

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

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

27. Employee acknowledges that he/she has read and understands the Privacy Act Statement on page 3 of this form.

TELEWORK AGREEMENT

Prescribed by: DLAI 7212
Sponsor: Human Resources (J1)

SUPERVISOR'S SIGNATURE	DATE (MM/DD/YYYY)
EMPLOYEE'S SIGNATURE	DATE (MM/DD/YYYY)

If either the supervisor or employee cancels this agreement, fill in the information on page 3.

TELEWORK AGREEMENT

Prescribed by: DLAI 7212
Sponsor: Human Resources (J1)

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

CANCELLATION DATE (MM/DD/YYYY)	CANCELLATION WAS
	☐ Employee-initiated ☐ Supervisor-initiated

REASON FOR CANCELLATION

SUPERVISOR'S SIGNATURE	DATE (MM/DD/YYYY)
EMPLOYEE'S SIGNATURE	DATE (MM/DD/YYYY)

SUPERVISOR - EMPLOYEE CHECKLIST

Prescribed by: DLAI 7212
Sponsor: J1

1. EMPLOYEE NAME	2. SUPERVISOR NAME

THE FOLLOWING CHECKLIST IS DESIGNED TO ENSURE THAT THE TELEWORKER AND SUPERVISOR ARE PROPERLY ORIENTED TO THE POLICES AND PROCEDURES OF THE TELEWORK PROGRAM. QUESTIONS 4, 5, AND 6 MAY NOT BE APPLICABLE TO THE TELEWORK EMPLOYEE. IF THIS IS THE CASE, STATE NON-APPLICABLE OR N. A.

ITEM	DATE
3. EMPLOYEE/SUPERVISOR HAS READ DLA TELEWORK POLICY AND PROCEDURE	
4. EMPLOYEE HAS BEEN PROVIDED WITH A SCHEDULE OF WORK HOURS.	
5. EMPLOYEE ☐ HAS ☐ HAS NOT BEEN ISSUED GOVERNMENT FURNISHED EQUIPMENT. (IF EQUIPMENT HAS BEEN ISSUED, COMPLETE ITEMS 4 AND 5 BELOW. IF NOT, ENTER N. A. IN THE DATE BLOCK AND SKIP TO ITEM 6.	
6. EQUIPMENT ISSUED BY DLA IS DOCUMENTED AND PROPERLY RECEIPTED. CHECK AS APPLICABLE: COMPUTER ☐ Yes ☐ No MODEM ☐ Yes ☐ No OTHER ☐ Yes ☐ No TELEPHONE ☐ Yes ☐ No FAX MACHINE ☐ Yes ☐ No _____	
7. POLICIES AND PROCEDURES FOR CARE OF EQUIPMENT ISSUED BY THE AGENCY HAVE BEEN EXPLAINED AND ARE CLEARLY UNDERSTOOD.	
8. POLICIES AND PROCEDURES COVERING CLASSIFIED, SECURE, OR PRIVACY ACT DATA HAVE BEEN DISCUSSED AND ARE CLEARLY UNDERSTOOD.	
9. THE SUPERVISOR WILL ENSURE THAT EMPLOYEES WORKING FROM AN ALTERNATE LOCATION ARE CREATING AND STORING RECORDS IN ACCORDANCE WITH DOD INSTRUCTION 5015.02, "DOD RECORDS MANAGEMENT PROGRAM" AND ALL AGENCY SPECIFIC RECORDS MANAGEMENT GUIDELINES. DOD EMPLOYEES ARE NOT TO USE PERSONAL EMAIL ACCOUNTS, HARD DRIVES, OR COMMERCIAL CLOUD/FILE SHARING SERVICES FOR OFFICIAL BUSINESS, OR FORWARD EMAIL FROM AN OFFICIAL EMAIL ACCOUNT TO A PERSONAL ACCOUNT.	
10. REQUIREMENTS FOR AN ADEQUATE AND SAFE OFFICE SPACE AND/OR AREA HAVE BEEN DISCUSSED, AND THE EMPLOYEE CERTIFIES THOSE REQUIREMENTS ARE MET.	
11. PERFORMANCE AND CONDUCT EXPECTATIONS HAVE BEEN DISCUSSED AND ARE UNDERSTOOD.	
12. EMPLOYEE UNDERSTANDS THAT THE SUPERVISOR MAY TERMINATE EMPLOYEE PARTICIPATION, IN ACCORDANCE WITH ESTABLISHED ADMINISTRATIVE PROCEDURES AND UNION-NEGOTIATED AGREEMENTS.	
13. EMPLOYEE HAS PARTICIPATED IN TRAINING.	
14. SUPERVISOR HAS PARTICIPATED IN TRAINING.	
15. TELEWORK AGREEMENT HAS BEEN COMPLETED AND SIGNED.	

16.EMPLOYEE SIGNATURE	17. DATE (MM/DD/YYYY)	
18. SUPERVISOR SIGNATURE	19. DATE (MM/DD/YYYY)	

SELF-CERTIFICATION HOME SAFETY CHECKLIST

1. Employee Name	4. Home Work Site Address
2. Organization	
3. Home Work Site Telephone	

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

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

ITEM	YES	NO
1. Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance?		
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?		
3. Will the building's electrical system permit the grounding of electrical equipment?		
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
5. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?		
6. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		

EMPLOYEE'S SIGNATURE	DATE

- this space intentionally left blank -

EXECUTION OF AGREEMENT

The Defense Logistics Agency and the American Federation of Government Employees Council 169 hereby executed this Master Labor Agreement.

For The Union:

DAY.TERRY.ALLEN.1122668084
Digitally signed by: DAY.TERRY.ALLEN.1122668084
DN: CN = DAY.TERRY.ALLEN.1122668084 C = US O = U.S. Government OU = DoD, PKI, DLA
Date: 2022.10.20 08:30:46 -05'00'

Terry Day

ELLIOTT.RANDOLPH.A.JR.1278879980
Digitally signed by ELLIOTT.RANDOLPH.A.JR.1278879980
Date: 2022.10.21 09:08:33 -04'00'

Randolph Elliott Jr.

WILSON.DIANNE.1288975830
Digitally signed by WILSON.DIANNE.1288975830
Date: 2022.10.21 10:42:13 -04'00'

Dianne Wilson

ROBERTS.KRISTEN.DIANE.1241884054
Digitally signed by ROBERTS.KRISTEN.DIANE.1241884054
Date: 2022.10.21 08:15:19 -07'00'

Kristen Roberts

GRIGGS.RUTH.A.1383944100
Digitally signed by GRIGGS.RUTH.A.1383944100
Date: 2022.10.21 11:48:36 -04'00'

Ruth Griggs

BOYD.RECO.LAVELLE.1297722944
Digitally signed by BOYD.RECO.LAVELLE.1297722944
Date: 2022.10.21 11:04:03 -05'00'

Reco Boyd

MONTAGUE.QUINTON.L.JR.1049694683
Digitally signed by MONTAGUE.QUINTON.L.JR.1049694683
Date: 2022.10.21 12:08:11 -04'00'

Quinton Montague, Jr.

MAGGIO.DAMIANA.L.1231826340
Digitally signed by MAGGIO.DAMIANA.L.1231826340
Date: 2022.10.24 10:51:48 -07'00'

Damiana Maggio

SAMUELS.MONIQUE.G.1229868493
Digitally signed by SAMUELS.MONIQUE.G.1229868493
Date: 2022.10.21 12:11:11 -04'00'

Monique Samuels

For The Employer:

SAUNDERS.SHARYN.J.1022640735
Digitally signed by SAUNDERS.SHARYN.J.1022640735
Date: 2022.10.27 16:38:55 -04'00'

Sharyn Saunders

ROBERTS.DARRYL.E.1230698801
Digitally signed by ROBERTS.DARRYL.E.1230698801
Date: 2022.10.24 13:46:06 -05'00'

Darryl Roberts

APPROVED BY THE DEPARTMENT OF DEFENSE AND EFFECTIVE ON SEPTEMBER 9, 2022.

All articles were decided and ordered by the Federal Service Impasses Panel (FSIP).

- *No. 20 FSIP 041 (9/21/2020) 14 articles*
- *No. 21 FSIP 040 (4/24/2022) 10 articles*
- *No. 22 FSIP 038 (8/3/2022) 29 articles*