MASTER LABOR AGREEMENT

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AFGE
COUNCIL 169

DEFENSE LOGISTICS
AGENCY

APRIL 2007

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - PARTIES TO THE AGREEMENT AND BARGAINING UNITS 2

ARTICLE 2 - GOVERNING LAWS AND REGULATIONS 3

ARTICLE 3 - LABOR-MANAGEMENT RELATIONS BETWEEN THE PARTIES 4

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES 7

ARTICLE 5 - BARGAINING DURING THE TERM OF THE AGREEMENT 9

ARTICLE 6 - USE OF OFFICIAL FACILITIES AND SERVICES 11

ARTICLE 7 - RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS 12

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY 13

ARTICLE 9 - TELEWORK 15

ARTICLE 10 - CAREER DEVELOPMENT AND TRAINING 18

ARTICLE 11 - INCENTIVE AWARDS 20

ARTICLE 12 - POSITION CLASSIFICATION 21

ARTICLE 13 - MERIT PROMOTION 23

ARTICLE 14 - EMPLOYEE ASSISTANCE PROGRAM 31

ARTICLE 15 - SAFETY AND HEALTH 32

ARTICLE 16 - PRODUCTIVITY 35

ARTICLE 17 - MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS 36

ARTICLE 18 - PERFORMANCE EVALUATION 37

ARTICLE 19 - WORKERS' COMPENSATION 43

ARTICLE 20 - HOURS OF DUTY 44

ARTICLE 21 - OVERTIME ASSIGNMENTS 45

ARTICLE 22 - ADMINISTRATIVE LEAVE 46

ARTICLE 23 - LEAVE WITHOUT PAY 48

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ARTICLE 24 - ANNUAL LEAVE. 49

ARTICLE 25 - SICK LEAVE 50

ARTICLE 26 - FAMILY AND MEDICAL LEAVE ACT (FMLA), FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE POLICIES, AND BONE MARROW/ORGAN DONATION LEAVE 52

ARTICLE 27 - COURT LEAVE 54

ARTICLE 28 - OFFICIAL TRAVEL 55

ARTICLE 29 - REASSIGNMENTS, DETAILS AND LOANS 59

ARTICLE 30 - REORGANIZATION 61

ARTICLE 31 - REDUCTION-IN-FORCE 62

ARTICLE 32 - TRANSFER OF FUNCTION 65

ARTICLE 33 - CONTRACTING OUT AND OUTSOURCING 66

ARTICLE 34 - DISCIPLINARY AND ADVERSE ACTIONS 67

ARTICLE 35 - DRUG TESTING PROGRAM 70

ARTICLE 36 - GRIEVANCE PROCEDURES 74

ARTICLE 37 - ARBITRATION 80

ARTICLE 38 - LOCALLY NEGOTIATED AGREEMENTS 82

ARTICLE 39 - STAYS SUSPENSIONS OF MORE THAN 14 DAYS, REMOVALS FOR CAUSE AND DEMOTIONS 84

ARTICLE 40 - PERSONNEL RECORDS 85

ARTICLE 41 - PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES 86

ARTICLE 42 - LABOR-MANAGEMENT TRAINING 88

ARTICLE 43 - COPIES OF AGREEMENT 89

ARTICLE 44 - POLICE OFFICERS AND FIRE FIGHTERS 90

ARTICLE 45 - EMPLOYER-UNION COOPERATION 91

ARTICLE 46 - PERSONAL AUDIO DEVICES 92

ARTICLE 47 - DURATION AND TERMINATION 93

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APPENDIX A - OFFICIAL TIME FORM 94

APPENDIX B - OFFICIAL TIME REPORT FOR UNION OFFICIALS 95

APPENDIX C - TELEWORK REQUEST AND APPROVAL FORM 96

APPENDIX D - TELEWORK AGREEMENT 98

APPENDIX E - SELF-CERTIFICATION HOME SAFETY CHECKLIST 101

APPENDIX F - SUPERVISOR – EMPLOYEE CHECKLIST 102

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PREAMBLE

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

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

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

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ARTICLE 1
PARTIES TO THE AGREEMENT AND BARGAINING UNITS COVERED

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

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

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

SECTION 4.

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

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

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ARTICLE 2
GOVERNING LAWS AND REGULATIONS

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

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

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

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

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ARTICLE 3
LABOR-MANAGEMENT RELATIONS BETWEEN THE PARTIES

SECTION 1. COUNCIL OFFICERS

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

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

2. Local Representatives. Official Time FTEs 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 FTEs will be reviewed and adjusted annually on the anniversary date of this MLA based on represented population, unless a significant change in population necessitates a mid-year review. The number of official time FTEs is determined based upon the following schedule:

LOCATION	OFFICIAL TIME FTEs
DRMS Field	1
National Capital Region (including all DESC sites)	2
Battle Creek, Michigan	2
Philadelphia	4
Richmond	4
Columbus	3.5
DDC 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 3B2 Revised 12 July 2007

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