

DLA Columbus and AFGE Local 1148 Supplementation

June 19, 1996

Continuing Application to

Master Labor Agreement

Defense Logistics Agency and AFGE Council 169

April 2007

Notes:

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 This document covers former Agreement supplementation permitted under the MLA not superseded by a Locally Negotiated Operating Procedure to the extent the language does not delete, change, nullify, or conflict with any provision, policy or procedure in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

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LOCAL SUPPLEMENT TO ARTICLE 13

MERIT PROMOTION

Notes:

1. The DLA-AFGE Council 169 Master Labor Agreement, Article 13, Section 12, C, states, "Whether or not to use Interview Panels will be negotiated in Locally Negotiated Operating Procedures."

2. A DLA Columbus-AFGE Local 1148 Merit Promotion Locally Negotiated Operating Procedure has been proposed.

SECTION S12. A.

7. . . . The selecting official may, at his/her discretion, convene an interview panel. . . .

LOCAL SUPPLEMENT TO ARTICLE 22

ADMINISTRATIVE LEAVE

SECTION S1. The provisions of DSCC Supplement to DLAR 1424.1, Absence and Leave, are applicable to this agreement. *Weather emergencies are covered by Encl. 3 to DSCC Sup 1 to DLAR 1424.1.*

SECTION S2. *In accordance with 5 C.F.R. § 630.206, if an employee is unavoidably or necessarily absent for less than one hour, or tardy, a supervisor may excuse the employee without charge to leave. This excusal must be fair and equitable.*

SECTION S3. *Provided there is a request by local medical authorities and it is approved in advance, employees shall be granted administrative leave for the purpose of making apheresis (blood bank procedure) donations and recuperating from apheresis. The maximum excusal time will not exceed 4 contiguous hours in a workday, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. Employees are not permitted to accept payment for these services while on administrative leave.*

SECTION S4. *Administrative leave for bone marrow donations is covered by current law.*

LOCAL SUPPLEMENT TO ARTICLE 24

ANNUAL LEAVE

SECTION S1. Except in an emergency, an employee must request annual leave in writing and obtain the approval of the appropriate leave approving supervisor in advance of the absence. In an emergency, an employee must request leave from the appropriate leave approving supervisor, as soon as possible, but normally no later than (2) hours after the start of the employee's primary tour of duty (as defined in Enclosure 1, DSCC Supplement to DLAR 1422.2, Hours of Duty). Normally an employee is expected to personally contact the appropriate leave approving official to request emergency annual leave. Under unusual circumstances a supervisor will consider such requests from an intermediary. However, if an employee makes repeated requests for emergency annual leave, he/she may be required to directly contact the appropriate leave approving supervisor with such requests.

SECTION S2. By no later than 1 February, supervisors must advise employees of their right to schedule their annual leave for the remainder of the leave year. Employees must submit their requests to their supervisors by no later than 15 February. With one exception, scheduling conflicts between employees who desire to take annual leave at the same time will be resolved in favor of the employee with the most seniority by Service Computation Date (SCD) irrespective of grade. The exception is conflicts between employees who wish to take annual leave during the period of five (5) workdays immediately preceding or following the Thanksgiving, Christmas or New Years' holidays. Such conflicts will be resolved in favor of the employee who has served the longest period of time without having taken any leave during the holiday period in question. Supervisors must resolve scheduling conflicts and establish an approved schedule by no later than 1 March. *Once the schedule is established, an employee may not later be displaced from it by another employee, nor may the employee be denied approval to take the leave unless to do so would impair mission accomplishment.*

SECTION S3. Every reasonable attempt consistent with the workload will be made to satisfy the desires of an employee with respect to the approving of extended annual leave for special vacations.

SECTION S4. All leave requests will be approved/disapproved within a reasonable time after submission.

SECTION S5. When an employee changes positions or supervisors, the new supervisor should, consistent with workload requirements, attempt to honor previously scheduled leave.

SECTION S6. Annual leave will be scheduled to preclude, to the greatest extent possible, the need for overtime.

SECTION S7. The provisions of DSCC Supplement to DLAR 1424.1, Absence and Leave, are applicable to this Agreement.

LOCAL SUPPLEMENT TO ARTICLE 25

SICK LEAVE

SECTION S1. An employee must request leave for prearranged medical, dental, or optical examinations, from the appropriate leave approving supervisor in advance of the absence. An employee who is unable to report for duty because of illness or incapacitation must request leave from the appropriate leave approving supervisor as soon as possible, but normally no later than two (2) hours after the start of the employee's primary tour of duty (as defined in Enclosure 1, DSCC Supplement to DLAR 1422.1, Hours of Duty). Normally an employee is expected to personally contact the appropriate leave approving supervisor to request sick leave. However, if the employee is prevented from doing so because of illness or incapacitation, supervisors will consider such requests from an intermediary. In the event a supervisor has reason to believe that an employee may be abusing their sick leave privileges, he/she may initiate corrective action as outlined in Section S3 of this Supplement.

SECTION S2. Sick leave of more than three consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. In that case, the employee's signed certificate showing satisfactory evidence of incapacity will be accepted in lieu of a medical certificate. However, in cases of suspected leave abuse, a supervisor may require an employee to furnish a medical certificate showing satisfactory evidence of incapacity for the entire period of the employee's absence from duty.

SECTION S3. If a supervisor believes that an employee's use of sick leave is questionable, the supervisor will counsel the employee. If, after counseling, the employee's pattern does not improve the supervisor will advise the employee by written notice that he or she will be required to furnish a medical certificate for each future absence because of alleged illness. At the end of six month intervals, the supervisor will review the employee's attendance record. If there is no longer a pattern of leave abuse, the leave restriction will be removed. If not, the employee will be counseled and the restriction continued. An example of the appropriate sick leave control letter is available from the servicing Employee Relations Specialist.

SECTION S4. All advanced requests for sick leave will be approved/disapproved within a reasonable time after submission.

SECTION S5. An employee's right to privacy will be respected. Supervisors' questions concerning employees' health will be limited to those necessary to justify approval of sick leave. The employer agrees that privileged information dealing with an employee's medical history will be safeguarded against unauthorized access. *Any information provided by the employee to the supervisor will be kept in the strictest confidence.*

SECTION S6. The Agency shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of his/her position to duties which the employee is qualified for and capable of performing.

SECTION S7. Employees will be counseled before being requested to undergo a fitness-for-duty examination and will be provided a written reason for the request.

SECTION S8. The provisions of DSCC Supplement to DLAR 1424.1, Absence and Leave, are applicable to this Agreement.

LOCAL SUPPLEMENT TO ARTICLE 29

REASSIGNMENTS, DETAILS, AND LOANS

SECTION S1. The Employer may detail an employee to a position or set of duties other than his officially assigned position for a specified period of time in accordance with Office of Personnel Management Regulations and implementations thereof. Details to a higher position shall be rotated among employees in the organization when feasible.

SECTION S2. Details may be made appropriately under, but not limited to, circumstances such as the following:

A. To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave.

B. Pending official assignment, pending description and classification of new positions, pending security clearance and for training purposes. Except for security reasons, details will be in writing and state the specific reasons for such details when such details will exceed thirty (30) calendar days.

C. *The employer agrees to give reasonable consideration to an employee's request for reassignment whenever such assignment will not adversely affect the accomplishment of the required work. Fully qualified employees may volunteer for vacancies, if management asks for volunteers. If there are more volunteers than vacancies, employees will be selected according to an established standard process. A standard process must be established and/or changed through the appropriate Labor Management Partnership Council.*

SECTION S3 - DETAILS

A. When an employee in the Unit is detailed to any position in which he has no previous experience, where possible, he shall be given a reasonable break-in period with an experienced employee.

B. *Should there be a need to detail personnel and volunteers are requested by management, volunteers will be selected and assigned based on seniority. Should there be insufficient volunteers, mandatory details will be made in inverse order of seniority.*

C. *Details shall be rotated in a fair and impartial manner among employees in an organizational element based on qualifications and skills of employees in light of the required work to be performed. In accordance with these considerations, the agency will rotate details so that each employee in the organizational element will be detailed once before other employees in that particular organizational element are detailed twice. The agency will notify the employee selected for the detail as far in advance as possible.*

SECTION S4. Details will not be made to evade the principles of the Merit Promotion Program and will not be used for a substitute for other appropriate personnel actions.

SECTION S5. If the Employer determines that an employee will be assigned to a higher graded position for a period in excess of 30 calendar days, the action will be processed as a temporary promotion if the employee is eligible and qualified for the promotion. In an emergency situation, details not to exceed seven (7) days may be effected to allow advance notice to the employee and time to process the temporary promotion.

SECTION S6. The provisions for temporary promotions specified in this Article are considered nondiscretionary policy and may for overlong details provide the basis for backpay under the Back Pay Act, 5 USC.

LOCAL SUPPLEMENT TO ARTICLE 31

REDUCTION-IN-FORCE

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

SECTION S2.

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

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

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

SECTION S3.

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

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

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

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

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

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

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

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

SECTION S8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL SUPPLEMENT TO ARTICLE 47

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

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

DEFENSE SUPPLY CENTER
COLUMBUS

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL NO. 1148

- Signed -

E. A. ELLIOT
RADM, SC, USN
Commander

DLA SYSTEMS
DATA CENTER

- Signed -

P. K. ANDERSON
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Commander

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