

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

U.S. DEPARTMENT OF DEFENSE  
DEFENSE LOGISTICS AGENCY

and

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
COUNCIL 169

Case No. 21 FSIP 040

**ARBITRATORS' OPINION AND DECISION**

The U.S. Department of Defense, Defense Logistics Agency (Agency) filed this request for assistance over negotiation of a successor Collective Bargaining Agreement (CBA) with the Federal Service Impasses Panel (FSIP or Panel) on May 21, 2021, in accordance with 5 U.S.C. § 7119 of the Federal Service Labor-Management Relations Statute (Statute). On January 26, 2022, the Panel asserted jurisdiction over the dispute and directed the issues be resolved in the manner described below.

**BACKGROUND**

The Agency manages the global supply chain for the Army, Navy, Air Force, Marine Corps, Coast Guard, 10 combatant commands, other Federal agencies, and partners and allied nations. The Agency is responsible for contracting, purchasing, storing, and distributing most of the consumable, expendable, and reparable items for the Department of Defense. The Agency's primary purpose is to meet the logistics requirements of the armed forces for food, clothing, fuel, repair parts, and other items.

The American Federation of Government Employees, Council 169 (Union) represents approximately 17,000 bargaining unit employees throughout the country

that occupy positions in the Agency. The bargaining unit consists of such positions as Police Officers; Firefighters; Program and Procurement Analysts; Fork Lift Operators; and Distribution Facilities Specialists.

### **BARGAINING AND PROCEDURAL HISTORY**

On February 21, 2019, the Agency provided the Union notice that it was reopening the parties' CBA. The parties entered into their current CBA on May 19, 2016. The parties' CBA expired on May 18, 2019, but remains in effect until they reach agreement over a successor CBA. The parties negotiated over the successor CBA and then mediated with the assistance of a FMCS Commissioner. On March 31, 2020, the Agency filed a request for Panel assistance over the fourteen (14) remaining provisions of their successor CBA in Case No. 2020 FSIP 041. The Panel ordered the parties to resolve their dispute through a Written Submissions procedure, and then issued a Decision and Order in the matter on September 21, 2020.

Following the Panel's Decision and Order, the Union submitted the thirty-seven articles on which the parties had been able to reach agreement during negotiations, to its membership for ratification. The Union subsequently notified the Agency that its membership voted to not ratify the agreement. The parties then resumed negotiations over those articles. The parties then mediated with the assistance of FMCS Commissioners, but were unable to reach agreement on eight of the articles.

Around this same time, the Agency requested to reopen two articles, which the Panel had issued in its Decision and Order in Case No. 2020 FSIP 041. Specifically, the Agency sought to renegotiate those articles with the Union in accordance with Executive Order 14003. The parties bargained and mediated with the assistance of FMCS Commissioners. Unable to reach agreement, the Agency filed a request for Panel assistance, which included those two articles in addition to the eight articles, which the parties were unable to reach agreement following the failed ratification.

After investigating the request for assistance, the Panel determined that the dispute should be resolved through Mediation-Arbitration with the undersigned, Panel Members Edward Hartfield and Joseph Slater. The parties were advised that if they did not reach settlement in mediation, we would issue a binding decision to resolve the dispute. In accordance with the Panel's procedural determination, we conducted a virtual mediation-arbitration on March 8 and 9, 2022, with representatives of the parties.

During the mediation the parties were able to voluntarily settle three articles, which appear at the end of this Decision as a reference for the parties.

Thus, we moved into the arbitration phase on the remaining matters. At arbitration the parties offered closing statements and were given the opportunity to file briefs and reply briefs. Those briefs were received on April 8 and 15, 2022, and we have reviewed them. We are now required to issue a final decision resolving the parties' remaining issues in accordance with 5 U.S.C. § 7119 and 5 C.F.R. § 2471.11 of the Panel's Regulations. We make this decision after carefully having considered the entire record, including the parties' pre- and post-hearing submissions.

### **ISSUES AT IMPASSE**

The remaining issues for the Panel to address are included within the following articles:

- I. Article 3: Union Representation & Official Time
- II. Article 4: Rights and Responsibilities
- III. Article 5: Changes During the Term of the Agreement
- IV. Article 6: Use of Official Facilities & Services
- V. Article 11: Incentive Awards
- VI. Article 38: Local Agreements
- VII. Article 49: Wellness/Fitness Program

Due to their length, some of the parties' proposals will not be set forth in the body of this Opinion and Order. Rather, they are attached to this document and will be referenced as appropriate.

#### **I. Article 3: Union Representation & Official Time**

##### **1. Article 3 – Section 1: Council Officers**

### **PROPOSALS**

The Union proposes, consistent with the parties' current CBA, that official time and travel per diem provisions under the CBA be limited to a maximum of nine Union Executive Board members. The Agency's proposal does not address per diem and instead limits official time under the CBA to a maximum of nine Union Executive Board members who are Agency employees.

### **DISCUSSION**

The Union argues that the Agency has not identified any rationale in support of no longer providing per diem for the Union's Executive Board members. Also, the Union opposes the Agency's attempt to restrict the Union's Executive Board member participation to only Agency employees. The Agency did not specifically address its rationale regarding not including per diem, consistent with the parties' current CBA. However, the Agency did express an interest in different part of the

successor CBA that it was an administrative burden to process travel and per diem for an individual who was not a current employee of the Agency.

## CONCLUSION

As will be the case throughout this Decision, a party seeking to make a change to the parties' current agreement or practice will bear the burden of persuading us that such a change is reasonable, necessary, or otherwise justified. Although we find the Agency has provided no justification for ceasing to provide travel and/or per diem for the Union's Executive Board altogether, we find the Agency's argument regarding the administrative burden to be reasonable. In order to address the Agency's concern and ease the identified burden, we find it justified to qualify the Union's proposal to limit this provision's application to only Agency employees.

## ORDER

We hereby order the parties to adopt a modified version of the Union's proposal as follows:

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.

### **2. Article 3 – Section 3: Official Time, Part A: General, Part 1**

## PROPOSALS

The Union proposes keeping the language for the parties' current CBA for this section, which specifies how official time will be granted. The Agency proposes a modified version of the parties' current agreement.

## DISCUSSION

The parties agree that official time shall be granted "without charge to leave or loss of pay." However, the Union proposes the same language as the parties have in their current CBA, which includes the additional provision that official time is "considered hours of work." The Union also proposes, consistent with its proposal in Section 1 of this article, that except as otherwise restricted in this CBA, "representational functions performed while on official time include travel and per diem." The Agency proposes language that while similar to the Union's proposal appears to have a different effect. Specifically, the Agency proposes that, "representational functions performed while on official time include travel."

## CONCLUSION

Neither party specifically addressed a rationale for their proposals over this provision. Similar to our finding in the previous section of this article, the Agency has not provided us with any justification to find their proposal to change from the current CBA language and practice is necessary or reasonable. Accordingly, we will order the parties adopt the language of this provision from their current CBA.

## ORDER

We hereby order the parties to adopt the Union's proposal to retain the language from the parties' current CBA on this matter.

### **3. Article 3 – Section 3: Official Time - Part B: Use of Official Time - Part 1: Council Officers**

## PROPOSALS

The Union proposes including language from the parties' current CBA on participation by the Union's Executive Board at Agency locations. The Agency has not proposed language that would provide for such participation.

## DISCUSSION

The Union proposes continuing to permit a member of the Union's Executive Board, in specific instances, to travel to provide labor management functions at other Agency locations. The parties' current CBA requires the Agency to pay for such travel and per diem in those specific instances. The Agency, in line with its earlier proposals, has not proposed providing for travel and per diem in these instances.

## CONCLUSION

Again, neither party specifically addressed this provision in their SOPs. Without any justification from the Agency as to why a change from the parties' current practice is necessary, we will again order the parties to adopt the language from their current CBA.

## ORDER

We hereby order the parties to adopt the Union's proposal to retain the language from the parties' current CBA over this matter.

#### **4. Article 3 - Section 3: Official Time - Part B: Use of Official Time - Part 2: Local Representatives**

##### **PROPOSALS**

The parties are proposing two different approaches to affording official time to local representatives. The parties' full proposals are attached but are summarized as follows. The Union is proposing a similar approach to the one the parties use under their current CBA, which provides for official time for each local bargaining unit in allotments of full-time employees (FTEs). The local bargaining units can utilize the allotted FTEs in 100% or 50% positions, or a combination thereof. The Union is proposing maintaining this approach but is proposing additional FTE allotments. In total, the Union is proposing thirteen FTEs be added to the existing allotment from the parties' current CBA. The Agency's proposal does not allocate FTEs for each local bargaining unit and instead provides that all of the local bargaining units will collectively be granted a total of twenty representatives on 100% and sixty representatives on 25% official time.

The parties are also proposing different procedures for local bargaining unit representatives to request, track, and otherwise account for their use of such official time. Consistent with the arrangement under the parties' current CBA, the Union is proposing that local bargaining unit representatives not on 100% or 50% official time, will request official time in advance using a request form found in Appendix A of the parties' current CBA. Those local bargaining unit representatives on 100% or 50% official time will submit their official time usage at the end of each pay period using a form found in Appendix B of the parties' current CBA. The Agency proposes that any local bargaining unit representative not on 100% official time, will request official time in advance using the Appendix A request form. The Agency proposes that local bargaining unit representative on 100% time will also submit the Appendix A request form, but will do so at the end of a pay period with their time and attendance.

Under the parties' current CBA, there is a yearly cap of 200 hours for official time approved for local bargaining unit representatives granted official time using the Appendix A request form. The Union proposes increasing this yearly cap to 1,000 hours. The Agency's proposal does not contain reference to a similar bank. Additionally, the Union's proposal includes an extensive list of activities for which the Union would be granted official time that is reasonable and necessary in addition to the earlier allotments.

##### **DISCUSSION**

The Union submitted in its SOP that its proposal on official time is the same as the parties have agreed to in their previous and current CBA. However, the Union is actually proposing a substantial increase in the amount of official time the Union would receive. These increases include thirteen additional full-time

employee (FTEs) allotments of official time for the local bargaining units, a 500% increase in official time to be utilized under the Appendix A request form, and an entirely new and separate entitlement of official time for an enumerated list of other representational activities. The Union did not provide any rationale or evidence in support of its proposed increases in official time, nor did it provide any evidence that the current allotment under the parties' current CBA has been deficient. Interestingly, in response to the Agency's proposal, the Union argues that the Agency has not alleged, through a grievance or ULP, that the Union has abused the official time article in their current CBA and there is no need for the Agency's proposed changes to their current arrangement.

The Agency takes the position that its proposal strikes a reasonable balance between providing official time, as required by the Statute, and carrying out its mission to support the Warfighter. Although the Agency recognizes its proposal is a reduction in the official time provided for under the parties' current CBA, the Agency provides no rationale or explanation as to why a reduction is necessary.

## CONCLUSION

While the parties have proposed increases and decreases from their current allotment of official time under their current CBA, they have failed to provide us with any rationale that the current allotment is deficient. Indeed, the parties have failed to provide us with any indication as to how much official time is actually being used under their current allotment. Faced with no real explanation of why any change, be it an increase or decrease, is necessary, we have no choice but to find that it would be inappropriate to order anything other than the parties' current allotment.

## ORDER

We hereby order the parties to adopt the language from the parties' current CBA on this matter.

### **5. Article 3 – Union Proposed Section 4: Safety**

## PROPOSALS

The Union proposes, in addition to the official time already provided for in the earlier sections of this article, it shall receive official time while its representatives participating in VPP boards, safety committees and formal safety activities. The Agency has not proposed a separate provision on official time for participation in such activities.

## DISCUSSION

Although, the Union proposes this additional allotment of official time, it makes no reference to its proposal in its SOP. Similarly, the Agency did not address the Union's proposal in its SOP.

## CONCLUSION

We wholeheartedly appreciate the importance of safety in the workplace and recognize the critical work that is needed to ensure that it is a priority. However, the Union has not provided any argument that it is otherwise unable to participate in such activities. Without any justification from the Union for needing to add a separate allotment of additional time for these particular activities, we find no reason to order the parties to adopt this provision.

## ORDER

We hereby order the Union to withdraw its proposal on this matter.

### **6. Article 3 – Union Proposed Section 5 Training**

## PROPOSALS

The Union proposes, in addition to the allotment of official time already provided for in the earlier sections of this article, that each Union representative will receive eight hours each month for training on the CBA or representational duties. The Agency has not proposed a separate provision on official time for participation in such activities.

## DISCUSSION

The Union makes no reference to its proposal for a significant amount of additional official time in its SOP. Similarly, the Agency did not address the Union's proposal in its SOP.

## CONCLUSION

We acknowledge the important role that training can have in supporting productive and effective labor-management partnerships. However, the Union has provided us with nothing on this matter to suggest that it has not be able to provide such training or is otherwise prohibited from doing so without this proposed allotment of official time. Without any justification from the Union for needing a significant amount of additional official time for ongoing training of all Union representatives, we find no reason to order the parties to adopt this provision.



## ORDER

We hereby order the Union to withdraw its proposal on this matter.

### **7. Article 3 – Agency Proposed Section 4: Duty Requirement**

## PROPOSALS

The Agency has proposed an additional section in this article, which specifically addresses Union representatives on 100% official time. The Agency proposes that “in mission-critical situations (e.g., pandemic, contingency operations, humanitarian relief, etc.)” all Union representatives, even those on 100% percent official time may be required to perform the duties of their position of record. The Agency proposes that the Site Commander, MSC Director or designee will make such determinations concerning Union representatives on 100% official time. The Agency also proposes that all Union representatives must complete all required training, including training and certifications required for their position of record. The Union has not proposed any such language regarding Union representatives on 100% official time.

## DISCUSSION

In its SOP, the Agency explains that the provision would ensure all Agency employees who are Union representatives will be current with their required training and certification. The Agency reasoned that having these Union representatives ready and able to support the Agency’s mission is important. Specifically, the Agency cited to the need to have all employees available to work during emergencies, such as the COVID-19 pandemic or the war in Ukraine. The Agency also reasons that its proposal, unlike the Union’s, provides a measure of cost certainty while striking a reasonable balance between the Union’s interest in official time against the Agency’s interest in having the necessary resources to support the Warfighter. Inexplicably, the Union did not address the Agency’s proposal in its SOP.

## CONCLUSION

We appreciate the Agency’s interest in being able to support the Warfighter and we note that the Union elected to not even address this proposal in its position. In an effort to ensure a measured and reasonable approach to this important matter, we find certain modifications of the Agency’s proposed language to be necessary. Specifically, the Agency’s proposed reference to “mission-critical situations” is overly broad. We see a need to add qualifying language to ensure that the Agency is not routinely requiring Union representatives on 100% official time to perform the duties of their position of record. We will therefore order the Agency

only be permitted to essentially remove Union representatives on 100% official time in circumstances that are unscheduled and unanticipated. Additionally, we find it appropriate to give all Union representatives a period of one year from the execution of the parties' successor CBA to obtain or otherwise become current on all required training and certifications required for their position of record.

## ORDER

We hereby order the parties to adopt a modified version of the Agency's proposal as follows:

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 LMA to obtain or update any training and certifications required for their position of record.

### **8. Article 3 - Agency Proposed Section 5/ Union Proposed Section 6. Representation**

## PROPOSALS

The Union has proposed that the parties keep the language from their current CBA in this section, which involves the number of Union representatives who may participate in meetings with an employee as their designated representative. The parties' current CBA generally provides for parity between the number of Agency representatives and the employee and his or her Union representatives. These proposals are limited to circumstances where the Agency has three or fewer representatives and notes that advisory staff needed to deal with a matter of mutual concern do not count as representatives. The provision also states that the Agency "will normally and reasonably limit attendance to not more than two (2) supervisory/managerial employees." The Agency proposes the same language from the parties' current CBA, but has removed the provision that it will normally and reasonably limit attendance to two Agency representatives.

## DISCUSSION

Neither party supports its proposal with any rationale or justification. We are then left with no rationale or justification from the Agency why removal of this particular sentence is appropriate.

## CONCLUSION

Unconvinced that a change to this language from the parties' current CBA is justified, we order the parties to adopt this same language.

## ORDER

We hereby order the parties to adopt the Union's proposal to retain the language from the parties' current CBA over this matter.

## **II. Article 4: Rights and Responsibilities**

### PROPOSALS

The Union stated in its SOP that it proposed to keep the language from the parties' current CBA on this article, which generally covers Union and Management rights, employees' rights, and employees' right to representation. The Agency proposes several changes to the existing language, which include notably removing all references to the Statute and the Merit System Principles. Additionally, the Agency's proposal contains only six sections, whereas there are eleven sections in this article in the parties' current CBA. Copies of the parties' full proposals on this article are attached.

### DISCUSSION

The Union supports its proposal to keep the parties' existing language by arguing that the Agency has not filed a grievance or ULP alleging the Union has abused the provisions of this article during the life of their current CBA. The Union also argues that the Agency's proposal would strip the Union of its rights under the Statute, but does not explain how the Agency's proposal would do so. The Agency supports its proposal by arguing that the parties had previously agreed to this article, but the Union membership failed to ratify the agreement. The Agency also argues that its proposal sets out the Union and Agency rights from the Statute. The Agency's reference to the Statute in its SOP is surprising given the Agency proposes to remove all reference to the Statute from the existing language of this article.

### CONCLUSION

We are, yet again, presented with the Agency proposing changes to the parties' current CBA and no justification from the Agency as to why such a change is necessary or reasonable. Interestingly, the Agency, in its rebuttal, refutes the Union's often cited argument that there is no justification to change the language from the parties' current CBA, stating that having existing language "does not mean that there is not a need" to make a change. The Agency is correct as far as

that goes, but unfortunately, has not provided justification, and we will order the parties to adopt the language from the parties' current CBA on this article in full.

### ORDER

We hereby order the parties to adopt the Union's proposal to retain the language from the parties' current CBA over this article in full.

### **III. Article 5: Changes During the Term of the Agreement**

#### **1. Article 5 – Section 1: Bargaining at the Council Level on Matters Not Included in this Agreement**

There are multiple parts and subparts within the first section of the parties' article on changes during the term of the CBA. While the full text of the parties' proposals is attached, a summary of this section, which establishes the steps the parties will follow when bargaining changes at the Council Level, appears below.

Generally, the Union supports its proposals, which are largely to keep the language from the parties' current CBA, by claiming that the Agency has not proven any need or reason to make a change. The Union claims the Agency's proposals for this article attempt to strip the Union of the rights the parties shared under their previous agreements. Specifically, the Union claims that the Agency's proposals attempt to eliminate the Agency's duty to pay for the Union's travel for face-to-face negotiations.

The Agency supports its proposals, which are largely to change from the parties' current practice under their CBA, by stating that their proposals represent the best and most efficient use of Agency resources. That is, the Agency supports its proposed changes by claiming that their streamlined process for negotiations will provide clarity. The Agency specifically refutes the Union's reluctance to consider the reality that most federal Government agencies are using virtual platforms, which are efficient and safe, in lieu of physical face-to-face negotiations.

#### **a. Article 5 – Section 1 – Part A**

### PROPOSALS & DISCUSSION

This provision specifies that the section addresses changes ordered by the Agency's headquarters, with the exception of changes that only affect the Agency's headquarters. The Union proposes maintaining the language from the parties' current CBA. The Agency proposes changing the language of this section so that the section addresses Agency-wide changes, with the exception of changes that only affect the National Capital Region.

## CONCLUSION & ORDER

We find the Agency's proposal to update the names of the appropriate entities to be reasonable. Therefore, we order the parties to adopt the Agency's proposal on this provision.

### **b. Article 5 – Section 1 – Part B**

## PROPOSALS & DISCUSSION

This provision specifies parameters for Union-initiated bargaining over matters not covered by the CBA. The Union proposes, in a different section of this article, different parameters for Union-initiated bargaining, including that all bargaining shall be face-to-face. The Agency proposes parameters for such bargaining, changing the Agency's time to respond to the Union's requests from seven to ten days.

## CONCLUSION & ORDER

We find that the Agency has supported its proposed changes to this provision, with the exception of changing the time allotted for the Agency's response to the Union. We hereby order the parties to adopt a modified version of the Agency's proposal, which gives the Agency ten days to respond as is the parties' current practice.

### **c. Article 5 – Section 1 – Part C**

## PROPOSALS & DISCUSSION

This provision specifies that the Agency will not implement or enforce changes in conditions of employment involving mandatory subjects of bargaining until they have completed bargaining with the Union. The Union proposes, in a different section of the article, specifying what the Agency's duty to bargain in good faith entails. The Agency proposes that it will meet its bargaining obligations before implementing changes in conditions of employment.

## CONCLUSION & ORDER

We find that neither party has presented a compelling reason to change from the language from the parties' current agreement. Therefore, we order both parties to withdraw their proposals and adopt the language from the parties' current agreement on this provision.

### **d. Article 5 – Section 1 – Part D**

## PROPOSALS & DISCUSSION

This provision specifies how the Agency shall provide notice of changes in conditions of employment to the Union. The Union proposes keeping the language

from the parties' current CBA and adding language pertaining to such notices. The Agency proposes keeping the language from the parties' current CBA as is.

### CONCLUSION & ORDER

We find that the Union, which is proposing a change to this provision, has not justified why such a change is needed. We hereby order the parties to adopt the Agency's proposal to maintain the language from the parties' current CBA on this provision.

#### **e. Article 5 – Section 1 – Part E**

### PROPOSALS & DISCUSSION

This provision specifies how long the Union has to respond to the Agency's notice of a change with a demand to bargain. The Union wants to keep the language from the parties' current CBA and add language that the parties will then meet to negotiate "face-to-face." The Agency wants to modify the language from the parties' current agreement to change the length of time the Union has to respond as well as require the Union provide proposals with its demand to bargain.

### CONCLUSION & ORDER

We find that neither party has presented a compelling reason to change from the language from the parties' current agreement. Therefore, we order both parties to withdraw their proposals and adopt the language from the parties' current agreement on this provision.

#### **f. Article 5 – Section 1 – Part F**

### PROPOSALS & DISCUSSION

This provision specifies when the Union will submit proposals following the Agency's notice of a change. The parties have proposals implicating the Union's submission of proposals but do not specifically propose a provision on the matter.

### CONCLUSION & ORDER

We find that neither party has presented a compelling reason to change from the language from the parties' current agreement. Therefore, we order both parties to withdraw their proposals and adopt the language from the parties' current agreement on this provision.

#### **g. Article 5 – Section 1 – Part G**

### PROPOSALS & DISCUSSION

This provision specifies how the parties will begin negotiations. The Union has a proposal regarding when the parties will begin negotiations in a separate

section of this article. The Union’s proposal does not include a specific timeframe for negotiations to begin and eliminates the current practice of beginning with telephone/written/virtual communication before face-to-face negotiations. The Agency’s proposal maintains some of the language from the parties’ current CBA and adds that the parties may engage in face-to-face negotiations in person or virtually.

### CONCLUSION & ORDER

We find the Agency’s proposal to allow for face-to-face negotiations to be conducted virtually is reasonable and justified given the recent, and still ongoing, COVID-19 pandemic. We therefore order the parties to adopt the Agency’s proposal for this provision.

#### **h. Article 5 – Section 1 – Part G-1**

### PROPOSALS & DISCUSSION

This provision specifies that unless the parties mutually agree, they will each have no more than nine members involved in these negotiations. Neither the Union nor Agency made a specific proposal regarding this provision. The Agency did propose in this article only to pay travel expenses for active DLA employees on the Union’s bargaining team not to exceed the number of members on the Agency’s bargaining team and proposed paying travel expenses for no more than nine of the Union’s bargaining team who are Agency employees.

### CONCLUSION & ORDER

Based on the parties’ proposals on this matter, which are included throughout this article, we will order the parties to adopt the language from the parties’ current agreement on this provision and note that we have already ordered language that the Agency will provide travel and per diem for up to nine Union Executive Board representative who are Agency employees.

#### **i. Article 5 – Section 1 – Part G-2**

### PROPOSALS & DISCUSSION

This provision specifies when negotiations shall begin and where the negotiations shall be held. The Union’s proposal on when and where negotiations will occur is in a different section of this article and does not include a timeframe nor a default location. The Agency proposes changing the requirement of when negotiations must begin from twenty to ten days from when the Agency receives the Union’s proposals. The Agency also proposes specifying where negotiations will take place (i.e., the National Capital Region, Philadelphia, or Oklahoma City).

## CONCLUSION & ORDER

We find that neither party has presented a compelling reason to change from the language from the parties' current agreement. Therefore, we order both parties to withdraw their proposals and adopt the language from the parties' current agreement on this provision.

### **j. Article 5 – Section 1 – Part G-3**

## PROPOSALS & DISCUSSION

This provision specifies at what time and on what days negotiations will take place. The Union proposes in a different section of this article, in accordance with the parties' current agreement, to continue to restrict travel for the Union's bargaining team members on weekends and holidays. The Agency proposes language largely consistent with the parties' current CBA and proposes that bargaining no longer take place on Mondays.

## CONCLUSION & ORDER

We find that the Agency's proposed change to no longer negotiate on Mondays and provide for breaks in negotiations is justified and in line with the Union's interest in other proposals to limit Union representatives time spent traveling outside the traditional workweek. We therefore order, the parties to adopt the Agency's proposal on this matter.

### **k. Article 5 – Section 1 – Part G-4**

## PROPOSALS & DISCUSSION

This provision specifies that, upon mutual agreement, the parties may use or extend the Quarterly Labor-Management Meetings to conduct bargaining under this section. The Union proposes keeping the language from the parties' current agreement. The Agency proposes that, when necessary or agreed to, bargaining under this section may be conducted at other scheduled labor-management meetings.

## CONCLUSION & ORDER

We find the Agency has justified the proposed change to allow for negotiations to be conducted at scheduled labor-management meetings as it is cost effective and efficient. We therefore order the parties to adopt the Agency's proposal for this provision.

### **l. Article 5 – Section 1 – Part H**

## PROPOSALS & DISCUSSION



This provision states that if a Department of Defense (DoD) regulation mandates a change in any matter affecting conditions of employment on issues not specifically covered in the CBA, then the parties will use the provisions set forth in this section for such negotiations. The Union proposes keeping the language from the parties' current agreement, but the Agency does not propose comparable language.

### CONCLUSION & ORDER

We find that the Agency has not supported its proposed change to the parties' current practice of following the procedures in this section when a DoD regulation results in changes to conditions of employment. We order the parties to adopt the Union's proposal to keep the language from the parties' current CBA on this provision.

#### **m. Article 5 – Section 1 – Agency Proposed Part H**

### PROPOSALS & DISCUSSION

The Agency proposes adding a provision to this section that requires all negotiated agreements be reduced to writing, which will have an expiration date. The Union did not propose comparable language.

### CONCLUSION & ORDER

We find the Agency has justified its proposed change to reduce agreements to writing as it will provide clarity for the parties. However, we did not find that the Agency provided any reason for requiring expiration dates for such agreements. We, therefore, order the parties to adopt a modified version of the Agency's proposal for this provision, which omits the second sentence of the Agency's proposal requiring each agreement to have an expiration date.

#### **2. Section 2: Local Bargaining on Matters Not Included in this Agreement**

There are multiple parts within the second section of the parties' article on changes during the term of the CBA. While the full text of the parties' proposals is attached, a summary of this section, which establishes the steps the parties will follow when bargaining changes at the local Level, is as follows.

#### **a. Article 5 – Section 2 – Part A**

### PROPOSALS & DISCUSSION

This provision specifies that the section addresses changes proposed by either party and not covered by changes at the local level, as described in Section 1. The Union proposes maintaining the language from the parties' current CBA. The

Agency proposes that this section will apply to changes to the local level, which are proposed by either party and are approved by the Agency and the Union's Council.

### CONCLUSION & ORDER

We find that the Agency, which is proposing a change to this provision, has not justified why such a change is needed. We hereby order the parties to adopt the Union's proposal to retain the language from the parties' current CBA on this provision.

#### **b. Article 5 – Section 2 – Part B**

### PROPOSALS & DISCUSSION

This provision establishes an annual limit on Union-initiated bargaining for each local bargaining unit. Neither party has proposed a change from this existing language nor a rationale for why the current arrangement is no longer suitable.

### CONCLUSION & ORDER

In the absence of any justification for changing the language of the parties' current CBA, we order the parties to adopt the existing language pertaining to this provision.

#### **c. Article 5 – Section 2 – Part C**

### PROPOSALS & DISCUSSION

This provision establishes that procedures for negotiations under this section must be negotiated in Local Agreements, which are established in Article 38. The Union proposes keeping this existing language. The Agency proposes no longer permitting procedures for negotiations under this section to be separately negotiated. Rather, the Agency is proposing that negotiations under this section will follow the procedures established in Section 1 of this article.

### CONCLUSION & ORDER

We find that the Agency, which is proposing a change to this provision, has not justified why such a change is needed. Specifically, the Agency has provided no rationale as to why the local bargaining units should not be given the opportunity to continue to bargain their own negotiation procedures. We hereby order the parties to adopt the Union's proposal to maintain the language from the parties' current CBA on this provision.

**d. Article 5 – Section 2 – Part D**

**PROPOSALS & DISCUSSION**

This provision specifies that the Agency will follow the procedures established in Local Agreements for notifying the Union’s local bargaining units of changes in conditions of employment. As the Agency proposed no longer having such procedures in Local Agreements, it did not propose comparable language.

**CONCLUSION & ORDER**

Similar to our conclusion in Part B of this section, we find that the Agency has not justified a need to change from the parties’ current arrangement. We hereby order the parties to adopt the Union’s proposal to retain the language from the parties’ current CBA on this provision.

**3. Section 3: Bargaining on Matters Included in the Agreement**

There are two parts within the third section of the parties’ article on changes during the term of the CBA. While the full text of the parties’ proposals is attached, a summary of this section, which establishes the steps the parties will follow when bargaining on matters contained in their CBA, is as follows.

**a. Article 5 – Section 3 – Part A**

**PROPOSALS & DISCUSSION**

This provision establishes future changes to the CBA as mandated by future law and the bargaining that would result. The Union proposes keeping this existing language from the parties’ current CBA. The Agency has not proposed comparable language.

**CONCLUSION & ORDER**

Here, the Agency has not provided any rationale to change from the parties’ current practice of permitting bargaining on matters not covered by the CBA, if future law mandates. Accordingly, we hereby order the parties to adopt the Union’s proposal to retain the language from the parties’ current CBA.

**b. Article 5 – Section 3 – Part B**

**PROPOSALS & DISCUSSION**

This provision specifies that the Agency will not implement or otherwise enforce discretionary aspects of changes under this section which involve mandatory subjects of bargaining, until bargaining is complete. The Union proposes keeping the existing language from the parties’ current CBA. The Agency has not proposed comparable language.

## CONCLUSION & ORDER

Similar to Part A in this section, the Agency has not justified its proposal to change the parties' current practices in regards to such bargaining. We order the parties to adopt the Union's proposal to include the language from the parties' current CBA on this provision.

### **4. Section 4: General**

There are two parts within the fourth section of the parties' article on changes during the term of the CBA. While the full text of the parties' proposals is attached, a summary of this section, which covers general provisions for the parties' negotiations, is as follows.

#### **a. Article 5 – Section 4 – Part A**

## PROPOSALS & DISCUSSION

This provision specifies that, for face-to-face negotiations under this article, the Agency will provide official time and travel and per diem for no more than nine Union Council representatives. The Union proposes keeping the existing language from the parties' current agreement. The Agency has not proposed comparable language for this provision, but in an earlier section in this article it did propose language involving this topic. Specifically, the Agency proposed limiting the number of Union Council representatives to the same number of Agency representatives and pay for travel and per diem for up to no more than nine Union Council representatives who are active Agency employees.

## CONCLUSION & ORDER

We recognize the Agency's expressed interest in limiting travel and per diem to only those Union representatives who are active DLA employees and incorporate that interest here. Accordingly, we order the parties to adopt a modified version of the Union's proposal to retain the language from the parties' current CBA to add that the Union representatives receiving the travel and per diem will be active DLA employees.

#### **b. Article 5 – Section 4 – Part B**

## PROPOSALS & DISCUSSION

This provision specifies that the article does not preclude the Agency from implementing changes necessary to carry out the Agency's mission, nor does it preclude the Union from requesting to bargain post-implementation of such changes. The Union proposes keeping the existing language from the parties' current agreement. The Agency, in a different section of this article, proposes to change this language so that the article does not preclude the Agency from

implementing changes “necessary to effectively carry out its mission during emergencies or for it to function.”

## CONCLUSION & ORDER

We find that the Agency has not provided any justification for its proposed changes, noting that the Agency has neither defined or explained what circumstances would qualify as permitting the Agency to implement changes for the Agency’s “function.” Without any rationale for the change, we hereby order the parties to adopt the Union’s proposal to keep the language from the parties’ current CBA for this provision.

### **IV. Article 6: Use of Official Facilities & Services**

#### PROPOSALS

The Union proposes keeping the language of this article, which specifies the Union’s use of Agency facilities and services, as it is from the parties’ current CBA. The Agency’s proposal provides that local bargaining unit Union representatives will maintain the office space they currently have and establishes facilities and access for future Union representatives.

#### DISCUSSION

The Union argues in support of keeping the language from the parties’ current CBA by again stating that the Agency has not filed a grievance or ULP against the Union over this article during the life of the CBA. The Agency supported its proposals in its SOP stating that in the interest of internal security, its proposals do not permit access to its network to Union representatives who are not active DLA employees. The Agency argued that internal security demands that non-DLA employee Union representatives be treated in accordance with DLA policies and procedures for entrance to DLA facilities.

The Agency also argued that the Union’s proposal would require the Agency to provide system access to all representatives, regardless of whether they are active DLA employees, which is unacceptable. Without limiting access to the Agency’s network to active DLA employees with common access cards (CACs), the Agency claims that it risks exposure of the DLA network to outside entities or the introduction of a virus that could corrupt the system is great. Moreover, the Agency reasoned that the DLA network contains information that could be used by a non-friendly agent to determine critical information such as troop movements, types of hardware being shipped to a particular location which, in the wrong hands, could be catastrophic.

## CONCLUSION

We find the Agency's argument to restrict access to the Agency's network to only Union representatives who are active DLA employees to be convincing and reasonable under the circumstances described by the Agency. However, we also found that the Agency's proposed changes to the Union's office space, including an arbitrary size restriction, is without any reason or rationale. Accordingly, we will order the parties adopt the language from the parties' current CBA with modification to restrict access to the Agency's network to only those Union representatives who are active DLA employees.

## ORDER

We hereby order the parties to adopt a modified version of the Union's proposal to retain the language from the parties' current CBA over these provisions with the access to the Agency's network being limited to Union representatives who are active DLA employees.

### **V. Article 11: Incentive Awards**

## PROPOSALS

The parties have not reached agreement over one provision from this article on incentive awards for employee performance. Specifically, the parties have not been able to agree on a share distribution scheme to be used in conjunction with the Department of Defense Performance Management and Appraisal Program (DPAMP). Their proposals are as follows:

Union's Proposal		Agency's Proposal	
Overall Performance Score	Share Distribution	Overall Performance Score	Share Distribution
5.0	7 Shares	5.0	7 Shares
4.30 - 4.99	5 or 6 Shares	4.30 - 4.9	5 or 6 Shares
3.65 - 4.29	3 or 4 Shares	3.7 - 4.2	3 or 4 Shares
3.30 - 3.64	2 Shares	3.0 - 3.6	0, 1, or 2 Shares
3.00 - 3.29	1 share		

## DISCUSSION

The Agency takes the position that its proposal recognizes there should be differences in award levels for performance. Specifically, the Agency's proposed scheme permits a supervisor to determine, on a case-by-case basis, if an employee who receives a Fully Successful rating (i.e., an overall performance score of 3.0) is deserving of a performance award. As an example, the Agency reasoned in its SOP that if an employee was put on a performance improvement plan (PIP) during a

performance year for performing at an Unsuccessful rating (i.e., a performance rating less than 3.0) and improved enough to receive a Fully Successful rating at the end of the performance year, they should not necessarily be entitled to a performance award. That same employee, the Agency reasons, should not necessarily be entitled to the same award as another employee who performed at a Fully Successful level the entire performance year, without being placed on a PIP. The Agency further disputes the Union's proposal that employees would be entitled to an automatic award if they receive an overall Fully Successful rating by claiming such a scheme is inconsistent with the premises of the Department of Defense performance provisions or basic theory of performance management.

Although the Union claims in its SOP that it is proposing the parties keep the language from the parties current CBA for this article, this Share Distribution section is not contained in the parties' current CBA as DPMAP was not in place at the time of its execution. In absence of a reasoned explanation of its proposal, we are left to assume that the Union is in favor of every employee who receives an overall rating of Fully Successful receiving an award.

## CONCLUSION

Here, we find the Agency's rationale for permitting a supervisor discretion to decide whether to award an employee who receives an overall Fully Successful rating to be persuasive. Recognizing that awards are within the Agency's discretion, we do not find the Union's proposal to be reasonable. Accordingly, we find the Agency's proposal to be the more appropriate method for Share Distribution.

## ORDER

We hereby order the parties to adopt the Agency's proposal for the DPMAP Share Distribution procedure in this article.

## **VI. Article 38: Local Agreements**

### PROPOSALS

The parties agree over most of this article, which provides for negotiated agreements at the local level for bargaining units covered under the parties' nation-wide consolidated unit. However, as reflected in the attached proposals, the parties are not in agreement over the list identifying those local units for such purposes.

### DISCUSSION

Both the Agency and Union have proposed numerous edits to the language of this article within the parties' current CBA, which defines the local bargaining units included under the parties' nation-wide consolidated unit. Although both parties allege that their proposals properly clarify the descriptions of these local

units, their clarifications are inconsistent. For example, the Agency has proposed to update the existing description for the local in Battle Creek, Michigan to include “DLA Disposition Services field sites that are not co-located with other DLA Activities.”

The Union proposes the same description of the Battle Creek, Michigan local that is in the parties’ current CBA. In addition to these inconsistencies within the descriptions of the locals, the parties’ proposals do not even agree on the total number of locals included under the CBA. The Union’s proposal identifies twenty-five locals, while the Agency’s proposal identifies twenty-two locals. While both parties’ proposals represent an increase in the number of locals from the parties’ current CBA, which identifies eighteen, neither party has presented us with a clear rationale for deviating from the parties’ current CBA.

## CONCLUSION

It is not clear to us if the parties are attempting to clarify, create, or otherwise modify certified local bargaining units. Moreover, the Panel recognizes that the FLRA, rather than the parties, has the authority to certify and clarify bargaining units. As the parties have, again, provided the Panel with no evidence or rationale in support of making their respective changes to the existing language, we will order the parties to maintain the status quo language from their current CBA.

## ORDER

We hereby Order the parties to withdraw their respective proposals and adopt the language of Article 38, Section 2, Part A from the parties’ current CBA.

## **VII. Article 49: Wellness/Fitness Program**

### PROPOSALS

The parties agree on a majority of the provisions within this article on Wellness/Fitness Program. However, they have not been able to agree in Section 1 to the frequency which the Agency will grant employees up to one hour of administrative leave in order to voluntarily participate in wellness/fitness activities during the workday. The Union proposes that employees be allowed to maintain their current allotment of up to one hour of administrative leave, three days per week. The Agency proposes reducing that allotment to two days per week. The Agency has also proposed that employees on telework only be authorized up to thirty-minutes of administrative leave, rather than an hour, for such activities. Finally, the Agency proposes including a provision that current employees with a fitness requirement as part of their job will not be subject to the Agency’s proposed reductions and will still be permitted to participate under the parties’ current allotment (i.e., up to one hour of administrative leave, three days per week).



## DISCUSSION

The Union proposes to maintain the parties' current arrangement reasoning that the Agency has not alleged misuse or abuse of this arrangement during the life of the parties' current CBA. The Union specifically disputes the Agency's attempt to treat teleworking employees differently by further restricting their allotment. The Agency supports its proposed changes as being a limited reduction in an area that other Department of Defense agencies have all but done away with. The Agency argues in its SOP that as sick leave has gone up during the course of the current allotment, the time allotted for wellness/fitness has not resulted in the intended effects of a healthier workforce. The Agency specifically supports its proposal to limit the allotment of time for teleworking employees by arguing that as these employees are already at home they do not need to travel to participate in such activities.

## CONCLUSION

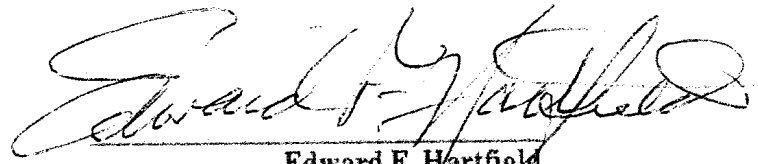
As has been the case throughout our decision, the party proposing a change to the parties' current agreement carries the burden of justifying that change. Here, we are unconvinced by the Agency's reasoning for needing to make a change to the parties' existing practice.

## ORDER

Therefore, we order the parties to adopt the Union's proposal to retain the parties' current practice under their current CBA and order the Agency to withdraw its proposals to have include separate provisions for teleworking employees and those with a fitness requirement as part of their job.

**ORDER**

Pursuant to the authority vested in us by the Federal Service Impasses Panel under the Section 7119 of the Statute, we hereby order the parties to adopt the language outlined herein to resolve their impasse.

  
Edward F. Hartfield  
Arbitrator

  
Joseph E. Slater  
Arbitrator

May 24, 2022  
Washington, D.C.

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## 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

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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

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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.

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## 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.

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- 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.

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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.

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- 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.

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## 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.

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# Agency Proposed

## 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 provisions of this MLA are limited to a maximum of nine (9) Executive Board members who are 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

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

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

### SECTION 3. OFFICIAL TIME

#### A. General

1. "Official time" means time granted by the Employer to a bargaining unit employee whose name has been provided in accordance with Section 1 or 2 of this Article as being an elected, designated, or appointed officer or representative of the Council 169 Executive Board or Council 169 Local to perform representational functions defined in paragraph 2 below, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay. Except as otherwise restricted in this Agreement representational functions performed while on official time include travel.

2. "Representational functions" means the following authorized activities:

## Agency Proposed

- 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.
- 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 generally be on 100 percent official time, subject to the requirements in section 4. Up to nine (9) 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.

2. Local Representatives. The Union will be allocated 20 representatives who will generally be on 100 percent official time, subject to the requirements in section 4. The union will also be allocated 60 representatives who will be limited to a maximum of 25 percent official time.

All union representatives not on 100 percent official time will request release for each incidence of official time, using Appendix A. Requests for official time using Appendix A. 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. Representatives on 100 percent official time will submit their use of official time using Appendix A on a bi-weekly basis with their time and attendance submission.

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## 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 mission-critical situations (e.g., pandemic, contingency operations, humanitarian relief, etc.). For those union representatives on 100 percent official time, the Site Commander, MSC Director or designee will make that determination. Additionally, to ensure mission readiness, all union representatives must complete all required training, including training and certifications required for their position of record.

## SECTION 5. REPRESENTATION

The word "representative" as used in this Agreement means one (1) representative. When more than two (2) supervisory/managerial personnel are required, the number of Council representatives may be increased by one (1) (i.e., three (3) management representatives equals an employee plus two (2) Council representatives), up to a maximum of three (3) 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.

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## ARTICLE 4 RIGHTS AND RESPONSIBILITIES

### SECTION 1. UNION RIGHTS

A labor organization which has been accorded exclusive recognition is the exclusive representative of employees in the bargaining unit it represents and is entitled to act for, and negotiated collective bargaining agreements covering, all employees in the bargaining unit. An exclusive representative is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to labor organization membership.

### SECTION 2. EMPLOYEE RIGHTS

- A. Employees have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of reprisal, and each employee shall be protected in the exercise of such right.
- B. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of AFGE Council 169.

### SECTION 3. REPRESENTATION RIGHTS AND DUTIES

- A. A Union representative will be given the opportunity to be present at:
  - 1. Any formal discussion between one (1) or more management official(s) and one (1) or more employee(s) concerning any grievance or any personnel policy or practice or other general condition of employment. The Union shall be given the opportunity to be present at formal discussions between the Employer and one or more BUE(s) concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the BUE(s) in the bargaining unit. If the Employer uses an alternative medium, such as a video, video teleconference, etc., to conduct formal discussions with BUE(s) concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the BUE(s) 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.
  - 2. Any examination of any employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in an adverse action against him or her; and (2) the employee requests such representation. This does not include performance reviews and the issuance of adverse action memoranda. The employee may request representation before the meeting, or there may be situations where the employee begins a meeting without representation, then decides to request it. If representation is requested, then the meeting will stop and reconvene when the representative is present. The meeting will not be delayed beyond one (1) business day (Monday through Friday) for the employee to obtain a representative.

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3. The employee may confer with his/her representative during the investigation as long as such conference does not interfere with or disrupt the investigation. The Employer may reject a particular representative in the interest of preserving the integrity of the investigation, the representative is interfering in or disrupting the investigation, or as appropriate.

B. Employees and supervisors will be advised annually in writing of employees' Weingarten rights

### SECTION 4. EMPLOYEE CONCERNS

BUEs 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 5. EMPLOYEE ACCESS TO UNION

If an employee has a problem or situation which he or she desires to discuss with a Union representative during working hours, then the employee will inform his or her supervisor and request approval for release before leaving the worksite. Supervisors may grant reasonable requests for temporary absence for this purpose and for a period of time that the employee can be excused from duty without unduly delaying or impeding the work of the Agency. If the employee cannot leave at the time requested, then the supervisor will inform the employee when he or she may leave the worksite.

### SECTION 6. SERVICE OF LEGAL DOCUMENTS AND/OR REMOVAL FROM WORKPLACE

- A. To respect the dignity and privacy of all employees, when an employee is served a warrant, subpoena, or other legal document in the workplace, the Employer will make a reasonable attempt to facilitate service in private, if practicable.
- B. To respect the dignity and privacy of all employees, when an employee is being physically removed from the workplace, the Employer will make a reasonable attempt to ensure it is accomplished discreetly, if practicable, while ensuring the safety and security of the workplace.

# Agency Proposed

## ARTICLE 5 CHANGES DURING THE TERM OF THE AGREEMENT

### SECTION 1. BARGAINING AT THE COUNCIL 169 LEVEL ON MATTERS NOT INCLUDED IN THIS AGREEMENT

- 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 proposal within 7 work days.
- C. The Employer will meet its bargaining obligations prior to implementing discretionary changes in conditions of employment.
- D. The Employer agrees to transmit to the President of Council 169, or his/her designee, notice of any change in any Headquarters DLA directive or policy relating to personnel practices or matters affecting conditions of employment of bargaining unit employees which it proposes to make during the term of and not covered by this MLA.
- E. Upon receipt of the proposed change, the President of Council 169, or his/her designee, may, within 15 work days submit a demand to bargain. The demand to bargain will include the Union's proposals.
- F. If the demand to bargain and negotiable proposals are not submitted within the allotted timeframe, then the Employer will proceed with 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 an 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. Negotiations will commence on a mutually agreed-upon date and be conducted at mutually agreed-upon hours. Absent agreement, negotiations will commence on the 10<sup>th</sup> work day following the date the Employer received Council 169's proposals. When face to face negotiations are necessary, the Union will select the first location first and then the selection will alternate with the Employer after that throughout the duration of the agreement. The parties will negotiate in the National Capital Region (DLA HQ or AFGE HQ); Philadelphia (DLA Troop Support); or Oklahoma City (DLA or AFGE offices). The union will select the first location. The Agency will pay travel expenses for DLA employees that are on the union's negotiating team, not to exceed the number of management representatives on the negotiating team.
  - 2. 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.
  - 3. When necessary or agreed to, other scheduled labor-management meetings may be used to conduct negotiations.
- H. 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. All MOAs/MOUs will have an expiration date.



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

A. This Section applies to those changes proposed by either party at the local level, to the extent such negotiations are approved by the Agency and Council 169.

B. The procedures for local negotiations are set forth in Section 1 of this Article.

## Section 3. GENERAL

This Article does not preclude the Employer from implementing changes necessary to effectively carry out its mission during emergencies or for it to function. This Article is not to be construed as a waiver of any bargaining rights guaranteed to the Union under 5 U.S.C. Chapter 71. The Agency may implement the proposed change and any required impact negotiations will occur or continue on a post-implementation basis.

## SECTION 4. 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 (FSIP) to settle the issue using the FSIP's procedures.

# Agency Proposed

## ARTICLE 6 USE OF OFFICIAL FACILITIES AND SERVICES

### SECTION 1. USE BY UNION

- A. The Council 169 President as an employee, shall be provided private office space at his or her duty station. Union representatives that are DLA employees, will be provided a computer, network access, and other equipment and permissions based on his/her position of record. DLA employee union representatives who have Government-issued computers and network access based on their positions of record may continue to use their Government-issued computer and email for union representational duties.
- B. DLA will provide one (1) DLA computer that has network access for representational functions. No network access will be provided to representatives that are not DLA employees.
- C. Each local shall be provided private office space of no more than 800 square feet. Locals that retained their office space may continue use of the current office space. The office space will be equipped with service, a lockable file cabinet and furniture (i.e., desk, chairs). No other equipment will be provided by the agency.

### SECTION 2. USE BY EMPLOYEES

- A. The Employer will allow access to DLA facilities for listed members of Council 169 and/or members of Local AFGE organizations or AFGE representatives for purposes of conducting representational duties based on section 1 of this article. Access will be processed in accordance with DLA policies and procedures required for entrance to DLA facilities for non-employees or Government retirees.
- B. An employee temporarily detained for a non-valid alert ( e.g., an error in reporting, a person, wrong information, etc.) will be granted administrative leave during the period detained.
- C. An employee who is initially detained, but does not have an active warrant and is the only person who has access to the facilities, should be granted administrative leave for the time detained.

### SECTION 3. MASS TRANSPORTATION BENEFIT PROGRAM

The Mass Transportation Benefit Program (MTBP) will be administered in accordance with DOD regulations. At sites where parking is controlled by DLA, parking arrangements for employees who utilize MTBP but have intermittent parking needs may be negotiated locally.

# Agency Proposed

## 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.

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## 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.

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## 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.

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

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## 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. Where 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. Local supplemental agreements must be inclusive of any and all articles as each article is not independent agreement.
- 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 BUEs in the area), including DLA Disposition Services field sites that are not co-located with other DLA Activities.
3. DLA Distribution Headquarters and DLA Distribution Susquehanna, PA (includes all DLA BUEs in the area), and Document Services sites not co-located with other DLA Activities.
4. DLA Distribution San Joaquin, CA (includes all DLA BUEs in the area).
5. DLA Oklahoma City (includes all DLA BUEs in the area).
6. DLA Warner Robins (includes all DLA BUEs in the area).
7. DLA Ogden, UT (includes all DLA BUEs in the area).
8. DLA Distribution San Diego, CA (includes assigned Navy Warehouse transfer sites);

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9. DLA Distribution Jacksonville, FL (includes assigned Navy Warehouse transfer sites);
10. DLA Distribution Tobyhanna, PA;
11. DLA Distribution Barstow, CA;
12. DLA Distribution Albany, GA;
13. DLA Distribution Anniston, AL;
14. DLA Distribution Corpus Christi, TX.
15. Columbus, Ohio (includes all DLA BUEs in the area).
16. Philadelphia, Pennsylvania (includes all Troop Support BUEs not co-located with other AFGE locals and DLA BUEs in the area).
17. Richmond, Virginia (includes BUEs of the Industrial Plant Equipment Services and all DLA BUEs in the Richmond, VA area) and DLA Norfolk, VA (includes assigned Navy Warehouse transfer sites);
18. The Depot Level Repairables (DLR) sites at Detroit, MI and Aberdeen, MD will use the Columbus, OH Local Agreement.
19. The DLR site at Redstone Arsenal, AL site will use the Richmond, VA Local Agreement.
20. The SS&D sites at San Diego, CA; Tobyhanna, PA; Anniston, AL; Barstow, CA; and Albany, GA will fall under their respective Distribution Local Agreement.
21. Supply Chain 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.
22. Supply Chain 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 2A above, the Employer will grant official time equal to the number of management officials for employees who would otherwise have been in a duty status for negotiations. The parties encourage the use of electronic communications methods (e.g., video teleconferences, telephone conferences, Skype, office communicator, etc.) 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.



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## SECTION 4. EXISTING LOCAL AGREEMENTS

Local agreements that are in effect are dissolved, absent reauthorization as described in Article 2. Any prior benefits, practices, or memoranda of understanding which were in effect on the effective date of this Agreement at any level (national, council, and/or local) shall remain in effect unless the language conflicts with the new Master Labor Agreement or in accordance with 5 U.S.C. Chapter 71. Such Local Agreements, past practices, and/or memoranda of understanding must have been approved by the parties at the national level in accordance with this article in order to be enforceable.

## 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 for consistency with the MLA. All local agreements are subject to agency head review by the Department of Defense in addition to a preliminary review by HQ DLA and Council 169. HQ DLA and Council 169 parties have 10 days to identify provisions which are in conflict with this Master Agreement. If either party determines that agreement language deletes, changes, nullifies or conflicts with any provision 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. Negotiability disputes will be resolved in accordance with law and FLRA procedures.
- 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.

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## 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. Subject to government-wide, DoD, DLA regulations and mission requirements, employees may voluntarily participate in wellness/fitness activities during the workday for a maximum of one (1) hour per day ~~threetwo~~ (2) times per week. The goal is to encourage and motivate employees to develop a healthy lifestyle and enhance the quality of work.

- 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 one (1) hour per day two (2) 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 (1) 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 two 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. Prior to utilizing fitness at the beginning of the day, including pre-approved fitness time, the employee will coordinate with their supervisor at the beginning of the shift, so that the supervisor can ensure proper manning levels for mission accomplishment. The employee may not depart for fitness time until released by the supervisor. Approved end of the day fitness must be used and completed no later than the end of the employee's tour of duty for that day (e.g., if the tour of duty ends at 1500, the employee cannot use fitness at 2000 the same day). Administrative Leave for fitness must be part of the employee's continuous tour of duty. 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 two (2)-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.

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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 the 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. The Employer may cancel an employee's wellness/fitness administrative leave for wellness/fitness based on mission requirements (the Employer 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 one (1) hour per day, two (2) days per week) for another time or day in the week.

H. The Employer may suspend fitness for work units based on mission requirements (i.e., backlog, staffing shortages, etc.). The Employer will notify the union and the employees of the specific mission reason for suspending fitness for the work unit and provide an estimated date employees may resume fitness participation.

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

J. Administrative Leave for wellness/fitness activities on any day telework is authorized is limited to 30 minutes per day. This applies to both regular/recurring and situational telework.

K. Employee that have a fitness requirements as part of their job (e.g. police officers, emergency-essential deployment positions) are authorized up to one (1) hour a day, three (3) days per week.

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## 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 for work-related injuries are only eligible to participate in fitness activities per the employees' health care provider's instructions.
- 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 in the EAGLE system by employee or time keeper, as appropriate, the appropriate code(s), for the dates and times they participate in the program.
- J. An employee's participation in this program can be suspended for up to 15 months at any time, if abuse is demonstrated. If action is taken for abuse of the fitness program, the timeframe for the 15 months begins from the date when fitness was initially suspended. If after appropriate management inquiry no abuse is found, then the employee's participation in the program will be reinstated.

## 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.

# Union Proposed

## ARTICLE 3

### UNION REPRESENTATIVES AND OFFICIAL TIME

#### SECTION 1. COUNCIL OFFICERS

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

B. Council 169 will keep the Employer informed of the names and addresses of the Council Executive Board.

C. The Employer agrees to provide reasonable amounts of official time to Council 169 Executive Board members who are DLA Employee (BUE) to perform their duties as national officers. Such time will be limited to the purposes authorized in this agreement and will be requested and approved prior to its use.

#### SECTION 2. COUNCIL 169 LOCALS

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

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

#### SECTION 3. OFFICIAL TIME

##### A. General

1. "Official time" means time granted by the Employer to a bargaining unit Employee (BUE) 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 (BUE) 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.

# Union Proposed

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 Employee (BUE) 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 (BUE), 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 Employee 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.

# Union Proposed

The Employer shall pay per diem and travel for official labor management functions in instances aside from those described above where no other alternative exists but for a Council 169 Executive Board member to be authorized travel to another DLA location. Such travel will be authorized and approved by the HQ DLA Human Resources Office.

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

Location	Official Time FTEs
DLA Disposition Services Field	2
National Capital Region (including all DLA Installation Support sites)	3
Battle Creek, Michigan	3
Philadelphia	5
Richmond	5
Columbus	5
DLA Distribution HQ/DDSP (both DDSP sites)	5
DDJC	5
DLA Sites:	
Oklahoma City	3
Ogden	2
Warner Robins	3
DLA Locations not listed above	
0-500	1
501-1000	2
1001 or more	4
Council President Designation*	2

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.

## Union Proposed

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 30 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.. Such use of Appendix A official time may not exceed 1000 hours per local per year.

In addition official time which is reasonable, necessary and in the public interest will be granted for the following activities:

- present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure as specified in Article 6;
- represent an Employee (BUE) or the Union at an arbitration hearing;
- appear as a witness at any step of a grievance appear as a witness at an arbitration hearing;
- attend meetings scheduled by management;
- meet and confer or consult with management;
- represent an Employee (BUE) in appeal hearings covered by statutory procedures;
- represent the Union on approved committees authorized by this Agreement;
- represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies
- be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the Employee (BUE)'s representative (subject to approval of the hearing officer in charge of the proceeding);
- represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit Employee (BUE) and management;
- represent the Union in investigatory interviews between supervisors and Employee (BUE);



## Union Proposed

- participate in partnership activities as authorized by the installation Partnership Council;
- participate in informal Unfair Labor Practice resolution proceedings with management officials;
- prepare Employee (BUE) grievances (all steps) and appeals;
- prepare for meetings scheduled with management;
- assist an Employee (BUE) when designated as their representative in preparing a response to a proposed disciplinary action;
- prepare responses to management-initiated correspondence, including Promotion Plan Templates (Templates);
- prepare Union grievances;
- assist an Employee (BUE) in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- prepare for arbitration;
- allow travel time to the applicable worksite or to/from the Union office to accomplish any of the above.
- Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit Employee (BUE) which occur during the term of this Agreement;
- Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third;
- lobby members of Congress on representational issues.

### SECTION 4: SAFETY

The parties will share the responsibility for the DLA safety programs as a means of enhancing workplace safety. Time spent in VPP boards, safety committees and formal safety activities is not considered to be official time for purposes of tracking such time

## Union Proposed

under the provisions of this Article. Employee (BUE) designated by the local union as their representative for formally recognized safety activities are considered as operating under the protected activity provision.

### SECTION 5. TRAINING

Once a Month for 8 hours on the same day Union Representative will go to union office or designated place by Union to receive training on the MLA. and representational duties.

### SECTION 6. 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 (BUE) and his/her representative, the Employer will normally and reasonably limit attendance to not more than two (2) supervisory/managerial Employee (BUE). When more than two supervisory/managerial personnel are required, the number of Council representatives may be increased by one (i.e., three management representatives equals an Employee (BUE) 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.

# Union Proposed

## ARTICLE 4 RIGHTS AND RESPONSIBILITIES

### SECTION 1. UNION RIGHTS

A labor organization which has been accorded exclusive recognition is the exclusive representative of employees in the bargaining unit it represents and is entitled to act for, and negotiated collective bargaining agreements covering, all employees in the bargaining unit. An exclusive representative is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to labor organization membership.

### SECTION 2. EMPLOYEE RIGHTS

- A. Employees have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of reprisal, and each employee shall be protected in the exercise of such right.
- B. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of AFGE Council 169.

### SECTION 3. REPRESENTATION RIGHTS AND DUTIES

- A. A Union representative will be given the opportunity to be present at:
  - 1. Any formal discussion between one (1) or more management official(s) and one (1) or more employee(s) concerning any grievance or any personnel policy or practice or other general condition of employment. The Union shall be given the opportunity to be present at formal discussions between the Employer and one or more BUE(s) concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the BUE(s) in the bargaining unit. If the Employer uses an alternative medium, such as a video, video teleconference, etc., to conduct formal discussions with BUE(s) concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment of the BUE(s) 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.
  - 2. Any examination of any employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in an adverse action against him or her; and (2) the employee requests such representation. This does not include performance reviews and the issuance of adverse action memoranda. The employee may request representation before the meeting, or there may be situations where the employee begins a meeting without representation, then decides to request

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- it. If representation is requested, then the meeting will stop and reconvene when the representative is present. The meeting will not be delayed beyond one (1) business day (Monday through Friday) for the employee to obtain a representative.
3. The employee may confer with his/her representative during the investigation as long as such conference does not interfere with or disrupt the investigation. The Employer may reject a particular representative in the interest of preserving the integrity of the investigation, the representative is interfering in or disrupting the investigation, or as appropriate.
- B. Employees and supervisors will be advised annually in writing of employees' Weingarten rights.

### SECTION 4. EMPLOYEE CONCERNS

BUEs 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 5. EMPLOYEE ACCESS TO UNION

If an employee has a problem or situation which he or she desires to discuss with a Union representative during working hours, then the employee will inform his or her supervisor and request approval for release before leaving the worksite. Supervisors may grant reasonable requests for temporary absence for this purpose and for a period of time that the employee can be excused from duty without unduly delaying or impeding the work of the Agency. If the employee cannot leave at the time requested, then the supervisor will inform the employee when he or she may leave the worksite.

### SECTION 6. SERVICE OF LEGAL DOCUMENTS AND/OR REMOVAL FROM WORKPLACE

- A. To respect the dignity and privacy of all employees, when an employee is served a warrant, subpoena, or other legal document in the workplace, the Employer will make a reasonable attempt to facilitate service in private, if practicable.
- B. To respect the dignity and privacy of all employees, when an employee is being physically removed from the workplace, the Employer will make a reasonable attempt to ensure it is accomplished discreetly, if practicable, while ensuring the safety and security of the workplace.

# Union Proposed

## ARTICLE 5

### PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

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

- A. This Section addresses changes ordered by DLA headquarters, with the exception of changes that affect only the headquarters. Section 2 addresses all other changes.
- B. 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.
- C. The duty to bargain in good faith imposed by the Statute requires an agency to bargain during the term of a collective bargaining agreement on negotiable union-initiated proposals concerning matters which are not addressed in the agreement .
- 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 Employee (BUE) which impact on them, which it proposes to make during the term of this Agreement, on matters not specifically covered in this Agreement. The employer will provide scope and nature of the proposed change in conditions of employment, the certainty of the change and the planned timing of the change. In this regard, the Authority has stated that the notice must be sufficient to inform the exclusive representative of what will be lost if it does not request bargaining.
- 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. The parties will meet for "face-to-face" for negotiations.
- F. Negotiations shall commence on an agreeable date and be conducted at agreeable hours. Unless they agree otherwise, without an agreeable location the Union will suggest two locations for the Employer to chose from and make arrangements for the parties Holiday, Saturday, or Sunday travel will not be required for the Council negotiations.
- G. Only when mutually agreed, the parties may use or extend the Quarterly Labor-Management Meetings to conduct such bargaining.
- H. If a DOD regulation mandates any change in any matters affecting conditions of employment on issues not specifically covered by tyhis Agreement, the procedures set forth in paragraphs A through G shall apply.
- I. If the Union proposes changes:
1. The employer will respond to the Unions proposal within 10 days. If they accept, they will implement
  2. The parties will meet for "face-to-face" for negotiations
  3. Negotiations shall commence on an agreeable date and be conducted at agreeable hours.
  4. Unless they agree otherwise, without an agreeable location the Union will

## Union Proposed

suggest two locations for the Employer to choose from and make arrangements for the parties. Holiday, Saturday, or Sunday travel will not be required for the Council negotiators.

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

A. This Section applies to those changes proposed by either party that are not covered by Section 1.

Negotiations regarding such changes are normally conducted with the level where the change is occurring, including, but not limited to SOP's, MOA's, MOU's that have been approved by the parties at the HQ/Council level as appropriate for negotiation at the local level.

B. The procedures for this Section must be negotiated in Local Agreements (See Article 38).

C. 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 Employee (BUE) 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 (BUE) would have otherwise been in a duty status) and pay travel and per diem for no more than nine DLA Council representatives.

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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.

# Union Proposed

We agreed to all but the below section

## ARTICLE 11 INCENTIVE AWARDS

### B Procedure

2.

### C. Share Distribution

The share distribution schedule will be as follows:

1.Overall Performance	Score of 5.0 -	Seven Shares
2.Overall Performance	Score of 4.30 - 4.99	Five or Six Shares
3.Overall Performance	Score of 3.65 - 4.29	Three or Four Shares
4.Overall Performance	Score of 3.30 - 3.64	Two Shares
5.Overall Performance	Score of 3.00 - 3.29	One share



# Union Proposed

## ARTICLE 38

### LOCAL AGREEMENTS

(Changes only in Section 2)

#### SECTION 2. SITES FOR LOCAL AGREEMENTS

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. DLA San Diego, CA ;
11. DLA Norfolk, VA;
12. DLA Jacksonville,FL;
13. DLA Tobyhanna, PA;
14. DLA Barstow, CA;
15. DLA Albany, GA;
16. DLA Anniston, AL;
17. Corpus Christi, TX.

Includes those that were reassigned to DLA through the Navy Warehouse

## Union Proposed

Transfer which are a part of the Depots at Norfolk, Jacksonville, and San Diego.

18. Columbus, Ohio (includes all DLA bargaining unit employees in the area).
19. Philadelphia, Pennsylvania (includes all DLA bargaining unit employees in the area).
20. Richmond, Virginia (includes employees of the Industrial Plant Equipment Services and all DLA bargaining unit employees in the Richmond, VA area).
21. The Depot Level Repairables (DLR) sites at Detroit, MI and Aberdeen, MD will use the Columbus, OH Local Agreement.
22. The DLR site at Redstone Arsenal, AL site will use the Richmond, VA Local Agreement.
23. The SS&D sites at San Diego, CA, Tobyhanna, PA, Anniston, AL , Barstow, CA and Albany, GA will use the 8 Depots Local Agreement.
24. 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.
25. 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.

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 through 17 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 determined by the local. 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 or for pre-negotiations.

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2. 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.
3. When necessary or agreed to, other scheduled labor-management meetings may be used to conduct negotiations.

H. 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. All MOAs/MOUs will have an expiration date.

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

- A. This Section applies to those changes proposed by either party at the local level, to the extent such negotiations are approved by the Agency and Council 169.
- B. The procedures for local negotiations are set forth in Section 1 of this Article.

### SECTION 3. GENERAL

This Article does not preclude the Employer from implementing changes necessary to effectively carry out its mission during emergencies or for it to function. This Article is not to be construed as a waiver of any bargaining rights guaranteed to the Union under 5 U.S.C. Chapter 71. The Agency may implement the proposed change and any required impact negotiations will occur or continue on a post-implementation basis.

### SECTION 4. 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 (FSIP) to settle the issue using the FSIP's procedures.

# Union Proposed

## 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. Subject to government-wide, DoD, DLA regulations and mission requirements, employees may voluntarily participate in wellness/fitness activities during the workday for a maximum of one (1) hour per day three (3) 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 one (1) hour per day three (3) 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 (1) 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 (3) 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. Prior to utilizing fitness at the beginning of the day, including pre-approved fitness time, the employee will coordinate with their supervisor at the beginning of the shift, so that the supervisor can ensure proper manning levels for mission

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accomplishment. The employee may not depart for fitness time until released by the supervisor. Approved end of the day fitness must be used and completed no later than the end of the employee's tour of duty for that day (e.g., if the tour of duty ends at 1500, the employee cannot use fitness at 2000 the same day). Administrative Leave for fitness must be part of the employee's continuous tour of duty. 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 three (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 the 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. The Employer may cancel an employee's wellness/fitness administrative leave for wellness/fitness based on mission requirements (the Employer 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 one (1) hour per day, three (3) days per week) for another time or day in the week.
- H. The Employer may suspend fitness for work units based on mission requirements (i.e., backlog, staffing shortages, etc.). The Employer will notify the union and the employees of the specific mission reason for suspending fitness for the work unit and provide an estimated date employees may resume fitness participation.
- I. 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

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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 for work-related injuries are only eligible to participate in fitness activities per the employees' health care provider's instructions.
- 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 in the EAGLE system by employee or time keeper, as appropriate, the appropriate code(s), for the dates and times they participate in the program.
- J. An employee's participation in this program can be suspended for up to 15 months at any time, if abuse is demonstrated. If action is taken for abuse of the fitness program, the timeframe for the 15 months begins from the date when fitness was initially suspended. If after appropriate management inquiry no abuse is found, then the employee's participation in the program will be reinstated.

## Union Proposed

### 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.