

8 Aug 91

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205091

Sue M. [unclear]  
FLRA  
Chicago

MEMORANDUM OF AGREEMENT  
DMRD 902

1. AFLC agrees to monitor the DMRD 902 progress and articulate concerns and/or issues to the Air Staff. AFLC agrees to provide releasable documents under the Statute demonstrating that many of these concerns have already been addressed and previously articulated.

2. The area of consideration for filling bargaining unit positions will be in accordance with the MLA and appropriate regulations.

3. Any reduction in force caused by DMRD 902 will be negotiated in accordance with the labor statute and the MLA. Employees who are separated as a direct result of implementation of DMRD 902 may voluntarily register in the priority placement program for consideration at other AFLC installations covered by the Master Labor Agreement. Such voluntary action will be communicated to employees by written notice.

4. Grievances filed under the Master Labor Agreement, Article 6, concerning grievable acts occurring while the employee is an AFLC employee, will be processed by AFLC. The grievance must be timely filed under the terms of the MLA.

5.a. The transfer of personnel from AFLC to DLA will be in accordance with FPM Supplement 351-1, Subchapter 10. When the individual(s) to be functionally transferred cannot be identified by method 1 as discussed in this subchapter or the transfer of workload does not meet the definition of functional transfer contained in this subchapter, selection procedures will be as follows:

(1) Retention registers will be developed. These registers will contain only the names of the people in the work area to be transferred.

(2) Volunteers will be requested from the work area to be transferred. Volunteers will be accepted for positions with the title, series, and grade currently held.

(3) If there are too many volunteers selection will be by the highest retention standing.

(4) If there are not enough volunteers, selection will be by the lowest retention standing.

(5) People from work areas not being transferred to DLA may volunteer for transfer. However, management retains the right to determine who among this group will be allowed to transfer in the place of an employee identified through the procedures outlined above. Such determinations will not be arbitrary or capricious.

5.b. Temporary reassignment such as loans or details from AFLC to DLA will be handled in the following manner:

(1) Volunteers with the necessary skills will be requested.

(2) If there are too many volunteers, selection will be by the highest service computation date (Leave).

(3) If there are not enough volunteers, selection will be from those with the necessary skills with the people with the lowest service computation date selected first.

(4) Management reserves the right to make exceptions to this order of selection in accordance with applicable law if it would significantly conflict with mission accomplishment. Such decisions will not be arbitrary or capricious.

6. AFLC will provide each employee identified for transfer to DLA a written notification 60 days prior to the transfer. The notice will provide reasons why the employee was identified for transfer. Employees who believe they have been improperly identified have the right to question and/or challenge this action in an appropriate forum, including:

a. Discussion with any appropriate supervisor, manager, civilian personnel, etc.

b. A grievance filed in a timely manner in accordance with the negotiated grievance procedure in the Master Labor Agreement (MLA).

7. Any unforeseeable impact on bargaining unit employees remaining in AFLC caused by DMRD 902 which gives rise to a bargaining obligation will be negotiated in accordance with the labor statute and the MLA.

8. Each local president will be provided a listing by organization of both the positions and employees that currently encumber the positions (see paragraph IV.A.3 of the MMOA).

9. AFGE Council 214 will be notified of any personnel changes taken after the transfer of records as a result of the implementation of DMRD 902 (see paragraph IV A.5 of MMOA).

10. Within 60 days after signing the ISA covering division of distribution funds as referred to in paragraph IV B 2 of the MMOA, AFGE Council 214 will be provided a copy.

11. Exceptions to the arrangement on contracting and procurement as described in paragraph IV.C. of the MMOA will be provided to AFGE Council 214.

12. AFGE Council 214 will be provided a copy of the comprehensive listing of accountable equipment and vehicles (para IV.D.1 and 4).

13. A copy of ISA's between DAF and DLA concerning maintenance of vehicles will be provided to AFGE Council 214 within 60 days after signing.

14. A copy of new ISA's referred to in paragraphs IV, E, and G of the MMOA will be provided to AFGE Council 214 within 60 days after signing.

15. A copy of new agreements or ISA's between DLA and DAF will be provided within 60 days after signing to AFGE Council 214 as listed: Para IV.I.3; para IV.J.5; para IV.K.5.; para IV.M.

16. No rights of the employees, management, or union are waived by this agreement.

Randy L. Shaw  
RANDY L. SHAW  
Labor Relations Specialist  
HQ AFLC/DPCE

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DATE

Joel M. Dunn  
JOEL M. DUNN  
Chief, Affirmative  
Employment Division

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Joseph H. Nickerson III  
JOSEPH H. NICKERSON III  
Executive Assistant  
AFGE Council 214

AUG 8 1991  
DATE

Paul D. Palacio  
PAUL D. PALACIO  
President  
AFGE Council 214

8 August 1991  
DATE