

DLA Corporate Intern Program Settlement Agreement

The Defense Logistics Agency (DLA) and American Federation of Government Employees Council 169 (the Council) hereby agree to the following to settle the Unfair Labor Practice charge (Docket #DA-CA-01-0269) filed by the Council.

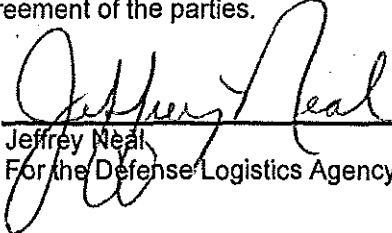
1. DLA and the Council agree to amend their joint Clarification of Unit Petition (WA-RD-01-0051) to include interns in the DLA Corporate Intern Program in the bargaining unit where the employees are duty stationed. A separate Competitive Area will be established within the DLA Training Center (DTC) to facilitate this action. All other DTC positions will remain excluded from the bargaining unit.
2. DLA agrees that DLA Corporate Interns will be treated as bargaining unit members beginning on the date of this agreement.
3. American Federation of Government Employees Council 169 will withdraw its Unfair Labor Practice charge (Docket #DA-CA-01-0269) within 5 workdays of the date of this agreement.
4. The parties agree that the Master Agreement and PLFA and Local Supplements where the employees are duty stationed will apply to participants in the DLA Corporate Intern Program, to the extent that they do not conflict with the provisions of this Settlement Agreement.
5. Due to variations among Supplements, the following procedures will be used to fill DLA Corporate Intern positions advertised through Merit Promotion:
 - Candidates for DLA Corporate Intern positions will be evaluated using a questionnaire rating and ranking plan. DLA and the Council will jointly agree to the point distribution for experience, education/training, awards, and performance. Content of questions will be determined by DLA and will be relevant and related to the position. DLA will provide the Council with the questions 15 days prior to the open date of announcements to allow time for the Council to offer comments.
 - Merit Promotion JOAs will remain open for not less than 14 calendar days and applications must be received or postmarked by the closing date.
 - Applications postmarked by the closing date must be received within 5 business days after the announcement closes.
 - Announcements may be issued for multiple locations and grade levels. JOAs will clearly indicate the duty location(s) for which the announcements are issued. At the time an actual offer is made, selectees will be notified of the permanent duty station being offered.
 - Merit Promotion certificates will include the top ten promotion candidates, with one additional candidate for each additional vacancy. Ties will not be broken.
 - All promotion candidates referred will be offered the opportunity to be interviewed. Panels may opt to conduct telephone or VTC interviews.
 - DLA will use panels to interview and make selections. Although multiple panels may be convened, it is the intent of the parties that selections be made by the interviewers.
6. The Program Overview included in the Programs of Development will omit the "Guiding Principles" and "Standards of Conduct." The "Conditions of Employment" are amended to read as follows: "Interns may be required to travel frequently for training and developmental purposes and may perform one or more TDY assignments of up to 2 months in duration. Interns may not necessarily remain in the same job series throughout the Program. In the event a reassignment becomes necessary, the employee's qualifications will be matched to the qualification requirements of available positions to the extent practicable, with the intent of maximizing the likelihood of successful performance. Interns will be notified of reassignments in accordance with the provisions of Article 29 of the Master Agreement. Such notification will be in writing and will include the reason for the reassignment. The employee's personal situation will be considered at his/her request prior to a final decision on a reassignment. Interns will be required to satisfactorily complete the training program. Failure to do so may result in removal from the program, reassignment, change to lower grade, or separation from Federal service. Promotions are not guaranteed and are dependent upon successful completion of training and satisfactory job performance."

7. All DLA Corporate Interns will be advised of the provisions of this Agreement and provided a copy. Actions taken by DLA under the DLA Corporate Intern Program prior to this agreement will not give rise to any cause of action such as grievances or unfair labor practice charges by either party.
8. The Council and DLA agree that the DLA Corporate Intern Program will change over time. The parties agree that changes to aspects of the program not addressed in this Agreement will not be subject to further bargaining for 2 years from the date of this agreement. However, DLA will notify the Council, in writing, of any changes 15 days prior to their effective date in order to give the Council the opportunity to offer comments and/or suggestions for improvement.
9. The provisions of this agreement apply solely to the DLA Corporate Intern Program and will not be precedent-setting.
10. This agreement constitutes the full understanding of the parties. The provisions of this Settlement Agreement may be changed only with the mutual agreement of the parties.



Phil Porter
For AFGE Council 169

July 31, 2001
(Date)



Jeffrey Neal
For the Defense Logistics Agency

July 31, 2001
(Date)