Local Agreement Article 5 – Proposals for Change During the Term of the Agreement

Section 2.B. Local Bargaining on Matters Not Included in the Agreement

- A. Matters subject to consultation and negotiation are changes personnel policies and matters affecting working conditions of Unit employees which are within the discretion of the Employer so far as may be proper under applicable laws and regulations. The Employer will bring changes to the attention of the AFGE local President or designee or the Union's site designee. The Union will be given a specified reasonable implementation date.
- B. In order to effect the provisions of this Article, the Employer agrees to furnish in writing to the Union, where the changes are proposed, a copy of all proposed changes to published personnel defined in 5 U.S.C. 7103(14). If the Union wishes to negotiate, in accordance with 5 U.S.C. Chapter 71, the Union will submit a demand to bargain within ten (10) work days. The Union will submit it's proposals/interests within twenty (20) workdays of receipt of the proposed change(s). The Parties will determine a date on which negotiations will take place, the persons to be involved, and the implementation procedures. The Union designee responsible for conducting the negotiations may request information and data in accordance with 5 U.S.C. Chapter 7114. The Employer shall not implement any proposed change prior to completion of negotiations, or prior to impasse in accordance with the Statute except as permitted by law.

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Local Agreement Article 6 – Use of Official Facilities and Services

Section 1 D: Use by Union

- A. The Employer will provide the Union with office space at each depot. The Union's office will be used for the exclusive use of the Union. The office will be easily accessible and provide for the privacy of its users. The Employer and Union agree that should additional office space be required, due to geographical necessity, it will be handled on a case-by-case basis as mission changes dictate.
- B. The Employer agrees that should the occasion arise necessitating the Union's business be relocated, office space will be provided that is at least equivalent to the space being vacated. The Employer will provide the Union with adequate notification and arrangements prior to relocation whether of temporary or a permanent nature.
- C. The Employer will provide DSN and Class A telephones for the Union's use. The Employer will install them at the office space provided. Should any site have a need, the Employer agrees to make telecommunication devices available to the Union and employees for deaf, hard of hearing, and speech impaired employees.
- D. The Employer will make available laptops/computers with full internet access, fax machines, copier, office furniture with lockable file cabinets and all operational supplies. When circumstances deem it necessary to improve communications between Union officials and management, cell phones/blackberries will be provided. If cell phones/blackberries are provided, they will continue to do so. The Employer may terminate the use of cell phones/blackberries when they are used for purposes other than to improve communications between Union officials and management, or a lack of budgetary resources.
- E. The Employer agrees to provide adequate space on all official Bulletin Boards for official Union use, or provide and install/mount bulletin boards next to, or near the Official Bulletin Board for Union use. F. The Employer agrees to provide parking placards and parking space available for purposes of representing bargaining unit employees within the security and safety limitations of the installation. Within the safety and security limitations of the installation, the Employer agrees to provide no more than three (3) reserved parking spaces at the Union office. The Union office parking spaces will be assigned as close to the Union office as possible.

Section 2.B. Use by Employees

- A. The Employer will provide access to health and fitness centers where available.
- B. The Employer shall provide covered smoking areas in close proximity to the work area to protect the employee from the elements.

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Local Agreement Article 21 – Overtime Assignments

Section 2.B. Overtime Procedures

- A. Overtime assignments, regardless of duration, shall be distributed among qualified employees fairly, equitably and as equally as practicable, when the need for overtime arises. Overtime will be assigned on a rotational basis except in cases of bona fide emergencies or unexpected situations which require the Employer to hold employees over or call employees in to work without resorting to a rotation roster. Employees held over will not be considered to have worked their rotation and may be offered overtime at the next scheduled opportunity, depending on the rotation.
- B. An overtime roster (See Appendix) will be established and maintained for each functional work area. Overtime rosters will include the name of each area employee in seniority order according to service computation date (SCD), title, series, and grade. The roster will be posted in clear view, so employees and the Union representatives will be allowed to review these rosters upon request.
- C. Functional work area is defined by those employees assigned on a daily basis and performing the same mission workload.
- D. The Employer agrees to make all efforts to minimize employee inconvenience when overtime is scheduled or cancelled on short notice. In the event questions arise as to the reasons for overtime of the above nature, the Employer agrees to discuss the reasons and action taken with the Union in order to promote better understanding and to keep such instances to a minimum. The determination of who will work overtime, however, rests with the Employer who will consider all aspects of the work situation.
- E. Offers of overtime which fall on an employee's regular day off will be made separately for each day (e.g., Saturday is one offer, and Sunday is another offer). Offers of overtime to be performed before and/or after the scheduled work day will be treated as a single offer.
- F.. When an employee is scheduled to work overtime, they are expected to be present on the scheduled day and time.
- G. Normally overtime will be scheduled in advance based on workload. If an employee wishes to decline a scheduled overtime assignment that she/he volunteered for prior to date of overtime, the employee must find a qualified employee, as determined by the Employer, to volunteer for the assignment no later than 24 hours before the start of the assignment. If the employee cannot secure a volunteer, then she/he will be mandated to work the overtime assignment unless the Employer excuses the employee.
- H. Employees will be given a fifteen (15) minute break which includes personal cleanup time prior to the end of the regular shift when working overtime. A fifteen (15) minute break will be grated for every (2) hours worked thereafter. If an employee works one hour or less beyond the regular shift, the employee is not entitled to a break.
- I. Except in emergency situations, the Employer agrees to make every effort possible to notify qualified and available employees at least twenty-four (24) hours in advance prior to being directed to work overtime. This time limitation and distribution procedure does not apply in the event of emergency or unexpected overtime requirements. Upon request, a qualified employee

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will be excused from an overtime assignment provided another qualified employee is available for and willing to work the overtime. In the event other qualified employees within the functional work area are not willing to work overtime, the Employer will attempt to obtain qualified employees from another functional work area. Absent sufficient volunteers within the functional work area, the Employer may require available and qualified employees to work on the basis of inverse seniority each time.

- J. The Employer will make reasonable effort to secure rides for employees who do not have transportation to their home because of required overtime for which they had no opportunity to plan.
- K. The Employer agrees to maintain and post an accurate record of overtime offered and worked.
- L. Employees shall receive at least two (2) hours pay at the applicable overtime rate if they are called back to work on an overtime basis outside of their scheduled hours of work and cannot be utilized for the full two (2) hours.
- M. Refusal to work voluntary overtime will not reflected unfavorably on an employee's good standing, performance, promotion, loyalty or desirability to the organization.
- N. In the case of violations of the Article, the employee deprived of overtime will be paid overtime in accordance with the Back Pay Act the same as if he had worked it, as a resolution or partial resolution to the grievance.
- O. When an employee has been detailed/loaned to the same organization in excess of thirty (30) consecutive days, the employee will be removed from the overtime rosters of their assigned organization on the 31st day and placed in the appropriate spot on the overtime roster of the organization to which loaned or detailed. Upon return to their permanently assigned organizations, employee's names will be added back to their permanently assigned roster.

Section 5. Beepers

A. Both parties agree that it is not necessary for employees to carry beepers outside of normal work hours. If the requirement to carry a beeper changes, the Union will be notified and this provision will be reopened.

Local Agreement Article 29 – Reassignments, Details and Loans

Section 2.G. Reassignments

The Union shall be given the opportunity to be present at all meetings that involve a reassignment decision due to a personal hardship presented by an employee and will receive a copy of all hardship decisions.

Section 3. Details

Details will be kept to the shortest practicable time limits. Details will initially be made for a period not to exceed 120 days per year.

The following rotational procedures will be used in determining which employees will be detailed:

- 1. A roster (see appendix) will be established and maintained for each work supervisor which will include the names of each area employee in seniority order according to service computation date (SCD), title, series, and grade. Employees and Union representatives will be allowed to review these rosters upon request.
- 2. Every qualified employee will be given the opportunity to volunteer in seniority order from most senior to least senior.
- 3. In the event there are insufficient volunteers for a detail, employees will be detailed by inverse seniority in rotation according to the roster, least senior employee first.
- 4. When employees are eligible for a detail, the job requirements and duration will be committed in writing, for details lasting ten (10) working days or more, and will be given to the employees after making the selection from the roster. Short term details will be made verbally to the employees after making the selection from the roster.
- 5. When bargaining unit employees are involuntarily assigned to another bargaining unit, the Employee agrees to notify the local union in advance when possible.
- 6. When detailing a Union representative, the Employer will allow the Union representative to call the Union prior to going to the new work site.
- 7. The Employer, in making every effort to details employees requiring a light duty assignment at their official duty station, will consider input from the Union. Should these joint efforts to locate light duty assignments for employees at their official duty station be unsuccessful, the reassignment of the employee to another site to accommodate their restrictions will be made on a case-by-case basis and will be exempt from the rotational provisions of this Article.

Section 4. Loans

- A. The following rotational procedures will be used in determining which employees will be loaned:
- 1. A roster, (see appendix) will be established and maintained for each work supervisor which will include the names of each area employee in seniority order according to service computation date (SCD), title, series, and grade. Employees and Union representatives will be allowed to review these rosters upon request.

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- 2. Every qualified employee will be given the opportunity to volunteer in seniority order from most senior to least senior.
- 3. In the event there are insufficient volunteers for a loan, employees will be loaned by inverse seniority in rotation according to the roster, least senior employee first.
- 4. When bargaining unit employees are involuntarily assigned to another bargaining unit, the Employee agrees to notify the local union in advance when possible.

5. When loaning a Union representative, the Employer will allow the Union representative to call the Union prior to going to the new work site.

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Local Agreement Article 30 – Reorganization

Section 6. Shift Realignment

- A. When reorganizations necessitate shift/tour movements, voluntary assignments will be offered first and will be made to qualified employees by their seniority. If assignment is an involuntary assignment, it will be made to qualified employees through reverse seniority. The seniority of an employee will be based on their service computation date (SCD).
- B. The Employer and the Union shall jointly survey all affected employees for their preferences for placement on a particular shift. The Union will be given the opportunity to be present during the process.

C. All affected employees will be given the opportunity to select the shift of their choice from all the shifts available. This placement will be determined by SCD.

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Local Agreement Article 31 – Reduction in Force

Section 6.B. Offers of Placement

The Local President and their representative or their designee will be afforded the opportunity to be present during all RIF assignment process, except when the employer requires the Union observer(s) to step out of the room to preserve its deliberative process.

Section 9. Separation

The commuting area is defined as a fifty (50) mile radius from the work site.

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