

DEFENSE LOGISTICS AGENCY

HEADQUARTERS 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VIRGINIA 22060-6221

J-13

January 29, 2014

MEMORANDUM FOR COLONEL DEIRDRE MAHON AND MR. TROY TINGEY, CHIEF NEGOTIATORS AT DEFENSE LOGISTICS AGENCY (DLA) OGDEN, UTAH

SUBJECT: Local Agreements for Articles 5, 6, 15, 20, 21, 22, 24, 25, 29, 30, 31, 36 and 41 between DLA at Ogden, Utah and American Federation of Government Employees (AFGE) Local 1592

The subject local agreements dated January 7, 2014, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between DLA and AFGE Council 169. The subject local agreements are approved this date by both DLA Headquarters and AFGE Council 169.

If you have any questions on this matter, you may contact me at (703)767-6412 or DSN 427-6412.

PAMELA S. MOLLOY

Staff Director

Labor and Employee Relation

Human Resources

Attachments

cc:

Mr. Frank Reinti, AFGE Council 169

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 5 PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

SECTION 2B: LOCAL BARGAINING ON MATTERS NOT INCLUDED IN THE AGREEMENT

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- A. Matters subject to consultation and negotiation are changes in personnel policies and matters affecting working condition of Employees which are within the discretion of the Employer so far as may be proper under applicable laws and regulations; and for which the parties have received a delegation of authority to bargain from DLA Headquarters and Counsel 169, in accordance with Article 38 Section 1 of the Master Labor Agreement. Employer will bring changes to the attention of AFGE Local President. Employer will provide specified reasonable implementation date(s). Notifications will be sent to Local President and his/her delegated representative.
- B. If the Union wishes to negotiate, Union will submit a demand to bargain within 10 work days of receipt of proposed change. Submit proposals/interests within 20 work days of receipt of proposed change. Parties will determine a date on which negotiations will take place, persons to be involved, and implementation procedures. Union designee responsible for conducting negotiations may request information and data in accordance with 5 U.S.C. Chapter 7114. 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.

For the Union

TROY TINGEY

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col. USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 6 USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1 USE BY THE UNION

- D. Employer will provide private office space for Union with access to DSN and commercial phone services, lockable file cabinets, computers, internet access, furniture, facilities and other forms of communications as available.
- E. The Employer agrees that should the occasion arise necessitating the Union's office be relocated, office space will be provided that is at least equivalent to space being vacated. Provide Union with adequate notification and arrangements prior to relocation. Management agrees to tear down, move and reassemble all government issued equipment and furniture. Management will advise of approximate duration in instances of temporary moves.

SECTION 2: USE OF DLA FACILITIES

B. Employer agrees to provide access to on-site health and fitness areas, which are determined by host installation. DLA will not pay for fitness center memberships. Employer will further provide smoking areas with protection from elements, within reasonable walking distance of work area IAW DoD, applicable regulations and host installation directives. Access to break/lunch rooms within reasonable walking distance of work area will be provided IAW host installation.

For the Union

TROY TINGEY
Chief Negotiator

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DEIRDRE A. MAHON, Col, USAF

Chief Negotiator

For the Employer

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 15 SAFETY AND HEALTH

SECTION 2: PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

- A. Employer will supply employees with safety equipment (PPE) at no cost to the employee when it is determined such equipment is necessary.
- B. Employer agrees to make direct payment to approved vendor(s) for shoes purchased by eligible employees who are required, as a condition of employment, to obtain and wear safety shoes. Employer agrees to annually pay up to \$175 for purchase for eligible employees. Either party may request to meet to discuss inflationary price adjustment or if there is a substantial cost in purchase price.
- C. Employees may utilize mobile on site safety shoe vendor or establish a voucher program for employees to obtain shoes off site.
 - a. Up to two hours of administrative leave is authorized to obtain shoes.
 - b. Employer agrees to incur all costs for specialized safety shoes due to employee medical condition when proper medical documentation is presented.
- D. Rain and other weather gear will be provided as necessary to appropriate work centers, for use by all employees to perform work safely.

SECTION 4: FIRST AID KITS

not applicable

SECTION 10: HEAT STRESS AND COLD WEATHER POLICY:

A. It is agreed that work conditions and accommodations such as extra breaks for employee to get hydrated in hot temperatures and warm in period of cold weather are necessary and permitted based on local weather conditions.

For the Union

1/7/14

DEIRDRE A. MAHON, Col, USAF

Chief Negotiator

For the Employer

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 20 HOURS OF DUTY

SECTION 3: WORK SCHEDULES

- A. Unless otherwise granted below employees will typically work a standard Monday Friday, eight (8) hour shift with one 30 minute unpaid lunch and two (2) 15 minute paid breaks.
- B. The Employer agrees that nonstandard tour of duty with respect to both days and shift hours will be avoided to the fullest extent possible where there is no mission impact.
- C. When job requirements necessitate temporary or permanent shift/tour movements, voluntary assignments will be offered first and will be made to qualified employees by service computation date (SCD). If there are no volunteers, consideration will be given to other qualified employees outside of the unit. 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 his/her SCD.
- D. When new or newly selected employees are hired to fill vacancies in a particular unit, the employer agrees that senior employees who are on a nonstandard tour of duty will be moved to a regular shift if they so desire. As soon as the new or newly selected employees are trained to a level that will allow them to perform successfully, they will be assigned to the nonstandard tour of duty.
- E. It is agreed and understood that when there are any changes in weekend shifts/tours, staffing actions will be accomplished by utilizing the above procedures.
- F. Employees will be allowed a thirty (30) minute unpaid lunch period during each work shift.
- G. Employees who do not have an unpaid lunch period during each work shift will be allotted a twenty (20) minute paid lunch period and should remain in or around their work areas.
- H. There will be a break period during the first and second halves of the standard shift to reduce the possibility of work accidents by reducing fatigue, to increase and maintain the high quality and quantity of work, and to protect employee's health from work which requires considerable exertion. Each break period will be fifteen (15) minutes from the performance of assigned duties. Individual break periods can be altered due to workload but an employee will be afforded their full fifteen (15) minute break. In the event assigned breaks must be altered within the work



area/center due to unforeseen circumstances, the supervisor shall notify of Union Steward of the changes.

SECTION 4: ALTERNATE WORK SCHEDULES (AWS)

- A. Employer agrees to offer and implement AWS in work centers/units where AWS is determined to be a benefit to the Employer, Employee, and mission. Agency agrees to inform employee of the reason(s) why AWS may not be available. Two types of AWS are available.
 - a. Compressed Work Schedules (CWS): A fixed compressed schedule that allows an employee to vary the number of hours per day and/or the number of days per week that an employee may work within an established schedule. All employees on an assigned scheduled may choose to request a CWS option. There are two types of CWS options that may be requested with supervisory approval. CWS are fixed schedules, therefore employee must report for duty at the same time every day.
 - i. 4/10: Employees work four (4) ten (10) hour days and schedule one (1) day off each week. Two 15 minute paid breaks and one 30 minute unpaid lunch period.
 - ii. <u>5/4/9</u>: Employees work eight (8) nine (9) hour days and one (1) eight (8) hour day with one (1) scheduled day off in each two week pay period. Two 15 minute paid breaks and one 30 minute unpaid lunch break.
 - b. Flexible Work Schedules (FWS): Permits employees to adjust reporting, departing, and lunch period times within the workday. FWS time applies to positions not assigned to a standard tour of duty. Duty hours shall be between 0600 to 1800 hours, Monday through Friday. Employer maintains right to exclude or limit FWS's for individual positions based upon mission requirements. Upon exclusion from FWS, affected employee shall revert to standard tour of duty.

i. Three type of FWS:

- <u>Flexitour</u>: Employee is allowed to select starting and stopping times within the flexible hours (0600-1800). Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.
- 2. Gliding: Employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established duty hours (0600-1800) and flexible hours of 0600 0900, 1100 1230 and 1430 1800 which are floating blocks of time that can vary from day to day, unless otherwise restricted to meet mission requirements.

- 3. Maxiflex: A type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a fulltime employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week 0600-1800, Monday - Friday.
- ii. Overtime hours when used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours.
- iii. Credit hours: Hours worked in excess of scheduled basic work requirements. Supervisor approval is required to accumulate and use credit hours. Credit hours are earned in 15 minute increments. A maximum of 24 credit hours may be accrued and carried forward. Credit hours are not normally paid out as cash and cannot normally be transferred to another agency. Credit hours should not be used to accrue leave and requests for credit hours should be mission related. Credit hours are not subject to premium pay.
- iv. Employee will give fourteen (14) calendar days written notice, subject to supervisor approval within five (5) calendar days of receipt, to change FWS. Change request shall be approved before start of pay period and remain in effect for entire pay period. Service Computation Date (SCD) will be used as tiebreakers. If the SCD is the same birth month and day, using Julian calendar will be used as tie breaker.
- B. To the extent feasible, meetings, special activities, conferences and recurring events will be scheduled during core times. Employees on FWS may need to adjust hours to accommodate above activities which are not scheduled during core hours. Employees cannot combine CWS and FWS work Schedules.
- C. Above applies unless there are conflicting OPM or other Federal guidelines and regulations.

For the Union

For the Employer

Chief Negotiator

1/7/14

DEIRDRE A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 21 OVERTIME ASSIGNMENTS

SECTION 2B: OVERTIME PROCEDURES

- A. Overtime assignments, regardless of duration are distributed among qualified employees fairly, and as equitably, practical when the need for overtime arises.
- B. Overtime assignments will to the maximum extent possible be performed by those employees who perform the assignment on regular duty time. When overtime is required in conjunction with a project; it will to the maximum extent possible be performed by the employee working on that project.
- C. Overtime is assigned on a rotational basis except in cases of bona fide emergencies or unexpected situation which require Employer to hold employees or call employees in to work without resorting to rotational roster. Employees held over will not be considered to have worked their rotation and may be offered overtime at next scheduled opportunity, based on employee position on roster.
- D. Employer agrees to establish and maintain overtime roster (see appendix) in the work area/center which will include name of each assigned employee, Permit Union representative and employees to review roster upon request.
- E. If necessary, SCD tie breaker will be month and day of the birthday (not year) using the Julian Date, in ascending/descending order, as appropriate.
- F. In cases of scheduling or canceling overtime on short notice employer agrees to make necessary efforts to minimize employee inconvenience. Upon emergency or unexpected situations the employer will make reasonable effort to secure rides for employees who do not have transportation due to required overtime for which they lacked adequate planning time.
- G. To the maximum extent possible overtime is scheduled in advance, based on mission and workload. Employee will receive adequate time, as deemed by management for personal clean-up prior to the end of the regular shift, when working overtime. Employee will receive a fifteen (15) minute break within the first two (2) hours worked thereafter deemed by management. Employees working less than two (2) hours beyond regular shift may not be entitled to a break.
- H. Except in emergency or unexpected situations, Employer agrees to notify qualified and available employees at least twenty-four (24) hours in advance of directed overtime. Upon request, excusal of a qualified employee is granted provided another qualified employee is available and willing to work the overtime. An employee being so excused is considered as having worked for the purpose of determining equitable distribution of overtime. In the



event other qualified employees within the work center are not willing to work overtime, Employer will attempt to obtain qualified employees from another work, center. Absent sufficient volunteers within the work are/and/or lack of qualified volunteers from other work centers/areas, Employer may require available and qualified employee's to work on the basis if reverse seniority time.

- I. Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty, or desirability to the organization.
- J. In case of violation of the Article, employee deprived of overtime will be paid overtime in accordance with the Back Pay Act, the same as if he/she had worked overtime, as a resolution or partial resolution to grievance.
- K. When an employee has been detailed/loaned to the same organization in excess of thirty (30) consecutive days on the thirty-first (31) day, employee shall be removed from overtime roster of assigned unit. Employee is placed in appropriate spot, based on SCD, on roster of organization to which loaned or detailed. Upon return to employee's permanently assigned organization, employee's name is added back to roster.
- L. Employees shall have at least two (2) hours of pay at the applicable overtime rate if they are called back or scheduled to work overtime basis outside of their scheduled hours of work and cannot be utilized for the full two (2) hours.
- M. 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.

SECTION 5 BEEPER - Telecommunication Devices

Pagers, cell phones, and other notification communication devices may be issued by employer to employees who are in positions that may require off-duty notification. Employer will issue written guidance for the use of such devices and provide Union with copy of guidance.

1/7/14

For the Union

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS **ARTICLE 22** ADMINISTRATIVE LEAVE

SECTION 3: INCLEMENT WEATHER OR EMERGENCY CONDITIONS

- A. New employees will be told of the installation procedures for notification of inclement weather or emergency condition at new employee orientation.
- B. All employees will be notified quarterly procedures for notification of inclement weather or emergency conditions.
- C. In cases where the installation is closed during duty hours Employer shall be responsible for notifying employees of closure, advising that administrative leave is authorized.
- D. When Administrative Leave is authorized due to extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomenon, as authorized by applicable regulations, all employees who report for work and whose services are not required or alternate duty section or is not feasible, will be excused on Administrative Leave.
- E. When the Employer determines Employees are exposed to unsafe or unhealthy working conditions which cannot be immediately corrected and which are likely to result in illness or injury, employees will either be assigned work in a safe and healthy area or granted Administrative Leave.
- F. Infrequent tardiness of short duration, as related to inclement weather and/or emergency conditions may be excused when reasons appear to be adequate to the Employer.
- G. For the purpose of this Local Agreement, Article 22 Section 4 and Section 5 para. A of the MLA the word "contiguous" will be considered as continuous.

1/7/14

For the Union

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col. USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 24 ANNUAL LEAVE

ANNUAL LEAVE PROCEDURES

- A. Employer will provide employees with an annual leave Yearly Leave Planner not later than January 15th. Employees will submit their proposed Annual Leave requests for the year not later than January 31st. Supervisor will review and approve/disapprove leave requests NLT February 15th. Failure to do so will constitute an approval of requested leave.
- B. Employer agrees Service Computation Date (SCD) will prevail in resolving conflicting requests submitted by employees affected. If the SCD is the same and cannot be resolved mutually by employees affected, the tie breaker will be the month and day of the birthday (not year) using the Julian Date, in ascending/descending order, as appropriate.
- C. If an employee submits a request for annual leave on his/her birthday on the leave planner, it will be approved, based on mission and workload, if birthday is on a regular duty day.
- D. An employee whose annual leave requests were not approved on the Yearly Leave Planner is permitted to resubmit a revised annual leave Yearly Leave Planner within five (5) workdays of notification of disapproval.
- E. Supervisor will review and approve/disapprove requests for unscheduled annual leave within three (3) workdays of request. Failure to do so will constitute approval.
- F. Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when mission and workload necessitate such action.
- G. Employer agrees to consider annual leave requests by an employee to observe a religious holiday associated with his/her faith. Leave shall be granted to attend services in the event of the death of a coworker, mission and workload permitting.
- H. Supervisor will provide employee with his/her phone number or that of a designated management official with leave approval authority. Requests for unscheduled annual leave will be made via telephone, unless otherwise approved or agreed upon in accordance with technological advances.
- I. Requests for unscheduled leave will normally be made within the first two hours of start of shift. If employer does not contact employee to approve or deny the leave within one hour of request, employee may assume the leave has been approved for the period requested.

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- J. Employee will complete an SF-71 (or locally established documentation) prior to or immediately upon return from duty when using unscheduled annual leave.
- K. Requests for unscheduled annual leave from Employee representative will not be accepted unless unusual circumstances exist.
- L. Requests for unscheduled annual leave are granted on a first request basis.
- M. In the case of hearing impaired, use of Relay Services or another individual may be used to communicate requests for unscheduled annual leave.

For the Union

TROY TINGEY
Chief Negotiator

1/7/14

DEIRDRE A. MAHON, Col, USAF

Chief Negotiator

For the Employer

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 25 SICK LEAVE

SECTION 2

- A. Supervisor will provide employee with his/her phone number or that of a designated management official with leave approval authority. Requests for unscheduled sick leave will be made via telephone, unless otherwise approved or agreed upon in accordance with technological advances.
- B. Requests for unscheduled leave will normally be made within the first two hours of start of shift. If employer does not contact the employee to approve or deny the leave within one hour of request, employee may assume the leave has been approved for the period requested.
- C. In the extreme circumstances where the employee is unable to personally make the contact another individual (e.g. spouse) may contact the employee's supervisor.
- D. In the case of hearing impaired, use of e-mail, Relay Services, or another individual (e.g. spouse) may be used to communicate requests.

1/7/14

For the Union

TROY TINGEY

Chief Negotiator

For the Employer

DEIRDRÉ A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 29 REASSIGNMENTS, DETAILS AND LOANS

SECTION 2: REASSIGNMENTS

G. Union shall be provided information regarding all reassignment decisions due to personal hardship presented by an Employee.

SECTION 3: DETAILS

- A. Details are kept to the shortest practical time limits. Details may be for a period of between 3 months and 1 year, and may be extended in 3-month increments for a total of not more than 1 additional year.
- B. The following rotational procedures are used in determining employee selection. Rosters (see appendix) are established and maintained for each work area/center. Rosters shall contain: name of each employee in order of Service Computation Date (SCD), title, series and grade.
- C. Employees and Union representative are permitted to review rosters upon request.
- D. All qualified employees will be given the opportunity to volunteer in order of SCD (from most to least senior).
- E. All qualified employees are given the opportunity to volunteer in order of SCD (from most to least senior).
- F. If necessary, SCD tie breaker will be month and day of the birthday (not year) using the Julian Date, in ascending/descending order, as appropriate.
- G. When employees are eligible for a detail, job requirements and duration are committed in writing, if detail is for ten (10) or more working days, and given to employees after selection process.
- H. Verbal notification is acceptable for short term details.
- I. When detailing a Union Representative, the Employer will allow employee to contact Union prior to reporting to detailed work site.
- J. Employer, in making every effort to detail an employee requiring a light duty assignment at their official duty station, will consider input from Union. Should these joint efforts to locate light duty assignment for employee at their official duty station be unsuccessful, the reassignment of the employee to another site to accommodate restrictions are determined on a case by case basis and are exempt from the rotational provision of this Article.

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SECTION 4: LOANS

- A. The following rotational procedures are used in determining employee selections. Rosters (see appendix) are established and maintained for each work area/center. Rosters shall contain: name of each employee in order of Service Computation Date (SCD), title, series and grade.
- B. Employees and Union representatives are permitted to review rosters upon request.
- C. All qualified employees are given the opportunity to volunteer in order of SCD, in ascending order.
- D. In the event there are insufficient volunteers, employees are loaned by reverse SCD, in descending order.

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- E. If necessary, SCD tie breaker will be month and day of the birthday (not year) using the Julian Date, in ascending/descending order, as appropriate.
- F. When loaning a Union Representative, Employer will allow Union Representative to call Union prior to reporting to loaned work site.

For the Union

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col. USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 30 REORGANIZTION

SECTION 6: SHIFT REALIGNMENT

- A. When reorganizations necessitate shift/hour movements qualified employees will meet criteria. Voluntary selection is determined using ascending Service Computation Date (SCD). Involuntary selection is determined using descending SCD.
- B. Employer and Union shall jointly survey affected employees for their placement preferences.
- C. Union presence is permitted during process.
- D. All affected employees will have the opportunity to request shift of first choice for all available shifts.
- E. Placement is determined using ascending/descending SCD as appropriate.

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- F. In instances of tie-breaker, Agency agrees to use month and day of the birthday (not year) using Julian Date in ascending/descending order.
- G. Employer agrees to make reasonable accommodation to a known disability if doing so will not impose hardship on mission.

For the Union

TROY TINGEY

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 31 REDUCTION IN FORCE

SECTION 6B: OFFERS OF PLACEMENT

A. Employer agrees to afford Local President and/or Union Representative or designee opportunity to be present during all reduction in force (RIF) assignments, except when Employer requires Union observer(s) to step out to preserve deliberative process.

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SECTION 9: SEPARATION

A. Agency agrees local commuting area is defined as a fifty (50) mile radius from the work site.

For the Union

Chief Neartistee

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 36 GRIEVANCE PROCEDURES

SECTION 8C(1)(b). INFORMAL GRIEVANCE PROCESS

b. Parties mutually agree to use of attached form to be used when filing informal grievances.

For the Union

TROY TINGEY
Chief Negotiator

1/7/14

For the Employer

DEIRDRE'A. MAHON, Col, USAF

DLA OGDEN UTAH AFGE COUNCIL 169 LOCAL 1592 LOCAL AGREEMENTS ARTICLE 41 DLA PAYROLL, ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION 3G: TERMINATION OF AUTHORIZATION

- A. Revocation of dues withholding by an employee will not be effective until the first full pay period following any successive anniversary month, the calendar month the employee joined the Union, provided the Revocation Form, SF 1188 is received by the Employer during the anniversary date (month).
- B. Upon receiving an SF 1188, Agency representative may contact the Union to verify the revocation was submitted within the correct time frame. Union will provide a point of contact for this purpose.

1/7/14

For the Union

TROY TINGEY

Chief Negotiator

For the Employer

DEIRDRE A. MAHON, Col, USAF