

## REVISION TO MEMORANDUM OF AGREEMENT FOR PANDEMIC INFLUENZA PLAN

The Defense Logistics Agency and the American Federation of Government Employees Council 169 hereby agree to the following revision to the Memorandum of Agreement signed March 12, 2008 concerning the DLA Pandemic Influenza Plan:

1. DLA's original Pandemic Influenza Plan followed the phases as identified by the World Health Organization because its plan predated the phases identified in the PI Plan issued by DoD's Northern Command (NORTHCOM).
2. DLA is revising its phases of PI to be consistent with NORTHCOM to minimize confusion about the actual phase DLA is in based on instruction from DoD.
3. Two paragraphs in the original MOA need to be modified to correct the reference to phases and when certain actions are appropriate:
  - a. Telework: Change the phases listed in sentence four from "Phases V and VI" to "Phases 3-4".
  - b. Labor-Management Relations: Change the phases in sentence 7 from "Phase V and VI" and "Phase V/VI" to "Phases 3-4" in both parts of the sentence.

For the Council:

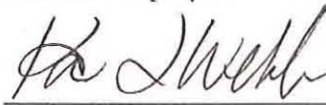


Frank D. Rienti, Jr.  
AFGE, Council 169

9-23-09

Date

For the Employer:



Karon L. Webb  
Acting Director, Human Resources

9/23/09

Date

## DLA Pandemic Influenza


The Defense Logistics Agency, hereinafter referred as the Employer, and AFGE Council 169, hereinafter referred to as Union, recognize the importance of establishing a plan of action in the event of a pandemic influenza outbreak. The parties share an interest in ensuring the health and safety of Employees during a pandemic influenza outbreak while continuing the mission of the agency. The DLA Pandemic Influenza Plan is provided to assist its supervisors and Employees with properly responding to the various phases of pandemic influenza should it become necessary. The parties also share an interest in observing the terms of the Master Labor Agreement to the maximum extent possible during such a potentially catastrophic event, but recognize the extraordinary circumstances of a pandemic flu outbreak could necessitate temporary variations to the terms of the MLA. Any such temporary variations will be negotiated at the level of recognition unless the parties mutually agree to delegate authority to field activities and Locals.

In the event the Employer forms committees or working groups to develop pandemic influenza plans, the Union will be offered the opportunity to participate. If such committees/working groups are not used, field activities will seek the input of the appropriate Local(s) in developing their plans.

### Health and Safety

The employer and the Union agree that the safety and health of DLA Employees are critical to the mission of DLA. Article 15 shall be followed during a pandemic influenza outbreak. As required, DLA will provide Employees appropriate personal protective equipment when determined necessary to perform the work to be done safely as stated in Section 2. Locally Negotiated Operating Procedures will address how such PPE will be furnished. Seasonal flu vaccinations will be provided through the Wellness Program as stated in Section 8 to the extent that they are available for DLA to provide. Pandemic flu vaccinations, and/or medical treatment, will be offered and administered as required by the Department of Defense, as supplies and personnel are made available. Article 15 LOCNOPS negotiated before the date of this agreement may be reopened by either party to address procedures for furnishing PPE in the event of a pandemic influenza outbreak.

The Employer will provide information to Employees on proper hand washing techniques and other appropriate measures to reduce the spread of pandemic influenza. The Employer will conduct risk-based evaluations of the need for waterless hand sanitizers at locations where water is not readily available. 29 CFR 1910.141 contains OSHA guidelines on potable water.

  
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Telework

For positions where the work may be performed from an Employee's home or a telework center, the parties recognize that telework may be one of the Employer's most effective means of continuing operations during a pandemic influenza outbreak. DLA will continue to administer the telework program as agreed in Article 9 during a pandemic influenza outbreak. As agreed in Section 4 (A), the approving official will determine the number of days (from one to five) to approve for telework. An Employee's request and reason for changing the number of telework days will be considered by the approving official before a final decision is made. Although provisions of the MLA related to telework will remain in effect during a pandemic influenza outbreak, during Phases ~~X~~<sub>3</sub> and ~~VI~~<sub>4</sub> of a pandemic influenza outbreak (as defined in the DLA Pandemic Influenza Plan) Employees in the affected areas whose positions are suitable for telework will do so unless there is a compelling reason (e.g. unavailability of technology or direct mission impact) to do otherwise.

Hours of Duty and Overtime

Alternative and Regular Work Schedules are properly addressed in Locally Negotiated Operating Procedures for Article 20, Hours of Duty. Overtime assignments are properly addressed in Locally Negotiated Operating Procedures for Article 21. In the event Employees are relocated to another DLA facility, the LOCNOPS of their home organization will be followed to the extent practicable.

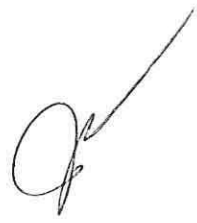
Leave

DLA will continue to administer the leave programs as agreed in Article 24 (Annual Leave) and Article 25 (Sick Leave) and Locally Negotiated Operating Procedures related to sick and annual leave. Employees will have up to 15 days to provide medical documentation upon returning to work from sick leave and up to 30 days if it is not practical under the circumstances. The parties recognize the broad effects of a pandemic influenza outbreak may make it difficult for Employees to obtain medical certification for illnesses. The Employer will advise Employees when and where an influenza pandemic has been declared and that the requirement for medical certificates will be waived.

When it is determined that administrative leave is appropriate at a particular location by the Director of DLA or the Field Activity Commander (or their designees) given the circumstances at that site/location, Employees who are determined essential may be required to report to work in the event of a pandemic influenza outbreak.

Evacuation Payments

DLA may provide evacuation payments to an Employee who is ordered to evacuate from his or her regular worksite and directed to work from home (or an alternative location mutually agreeable to the agency and the Employee) during a pandemic health crisis. In this situation, DLA may designate an Employee's home (or alternative location) as a safe haven during the period of evacuation. An evacuated Employee at a safe haven may be assigned to perform any work considered necessary during the evacuation without regard to the



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3-12-08


Employee's grade or title. When authorized by DLA, evacuation pay shall be paid on the Employee's regular pay day and remains in effect for not more than 180 calendar days, unless terminated earlier. Evacuation pay will be in accordance with all laws, rules and regulations governing such payment.

Labor-Management Relations

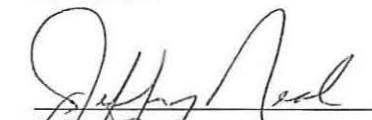
The parties will continue to administer the MLA during a pandemic influenza outbreak. Also, DLA will follow guidance provided by DoD via OSHA, the Department of Health and Human Services and the World Health Organization to ensure Employees are informed on proper hygiene measure that should be taken to prevent/minimize the spread of the influenza virus. In the event a large number of bargaining unit Employees (more than 250) from one geographic location are relocated (TDY) to an alternate site due to pandemic influenza, the Employer will provide the opportunity for the Local to include at least one Union representative in the group. When less than 250 bargaining unit Employees are relocated, the Union may designate one of the bargaining unit Employees as a Union representative. Such representatives will be granted reasonable amounts of official time (Article 3) for representational duties. The Employer will consider exceptions to the 200 hour limit (Article 3, Sec. 3B2) if necessary to provide Employees with adequate representation. In Phase <sup>3</sup>X and <sup>4</sup>YI of a pandemic influenza outbreak, Union officials who are on 100% official time may request to temporarily (for the duration of Phase <sup>3</sup>X/<sup>4</sup>YI) change their duty stations to their home addresses if they are able to carry out their <sup>3,14</sup>representational duties from home. If such a change in duty station results in a move to a lower or higher locality or wage area, the representative's pay will be adjusted in accordance with applicable regulations.

This memorandum of agreement becomes effective upon signing. DLA will publish its Pandemic Influenza Plan and disseminate it.

For the Council:

  
Frank D. Rienti, Jr. 3-12-08  
AFGE, Council 169

For DLA:

 3-12-08  
Jeffrey Neal  
Director, Human  
Resources