



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

OCT 9 2008

IN REPLY
REFER TO J-13

MEMORANDUM FOR MR. JOHN M. CARROLL AND MR. WILLIAM J. LEMOS,
CHIEF NEGOTIATORS FOR DEFENSE DISTRIBUTION
DEPOT, SAN JOAQUIN (DDJC)

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 6, 15, 22, 24,
29, and 30 between DDJC and AFGE Local 1546

The subject LOCNOPS dated September 29, 30, and October 1, 2008, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between the Defense Logistics Agency (DLA) and American Federation of Government Employees (AFGE) Council 169. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169 with the following understandings:

Article 6 Section 1D4: The term "full internet access" does not authorize union officials to visit websites that are prohibited by DOD and DLA regulations such as gambling websites or those which display pornography. Internal security regulations applicable to DLA computers are equally applicable to those computers being used by union officials.

Article 22 Section 3C is approved with the understanding that the language does not preclude management from exercising its right to discipline employees.

The phrase "placement preference" used in Article 30 Section 6B is understood to mean placement on a particular shift and not to a particular position. The procedures specified in Article 30 Sections 6A and 6B apply to Section 6C.

Articles 15, 24, and 29 have no additional understandings to be noted.

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

KAREN D. HILLIARD
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:
Mr. Frank Rienti, AFGE Council 169



DDC DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN AND AFGE LOCAL 1546

LOCALLY NEGOTIATED OPERATING PROCEDURE

ARTICLE 15, Safety and Health

SECTION 2 Protective Clothing, Equipment and Tools

- A. The Employer will supply the employees with safety equipment i.e., gloves, cover-alls, safety glasses/goggles, prescription safety glasses (including eye exams), safety shoes, aprons, raingear, cold weather equipment and ear protection, at no cost to the employee when it determines that such equipment is necessary for the work to be done safely.
- B. The Employer agrees to make direct payment to the onsite vendor or outside vendor for safety shoes purchased by eligible employees who are required, as a condition of their employment, to obtain and wear safety shoes. The Employer agrees to pay up to \$125 for the purchase of safety shoes. Either party may request to meet annually to discuss a price adjustment in the payment of safety shoes or if there is a substantial increase in the purchase price. In the event any employee demonstrates a need for an additional pair of safety shoes within the year, the employee will be authorized the replacement upon approval by the supervisor. The shoes will meet the ANSI/OSHA specification.
- C. The Employer will arrange to have a safety shoe mobile unit on site. Employees will be authorized up to 1 hour administrative time to obtain shoes from the truck. The Employer will also establish an outside source where employees may purchase safety shoes when the use of the onsite unit is not practicable or there is an urgent requirement as determined by the supervisor. Under these circumstances, the employee will be authorized a reasonable amount of administrative time to purchase the safety shoes. The safety shoe reimbursement process remains available to employees. The employer will incur all costs for specialized safety shoes due to medical conditions when proper medical documentation is presented.

SECTION 10 Heat Stress and Cold Weather Policy

The Parties recognize that temperature conditions in and around work areas have a direct bearing on employees' comfort, morale, productivity, health and safety. It is agreed that work conditions and accommodations such as extra breaks for the employee to get hydrated in hot temperatures and warm up periods in cold weather are necessary and will be permitted based on local weather conditions and applied equitably to all affected work areas.

For the Union


WILLIAM J. LEMOS, JR.
Chief Negotiator

9-28-08

For the Employer


JOHN CARROLL
Chief Negotiator

9/29/08