



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

IN REPLY
REFER TO J-13

DEC 23 2009

MEMORANDUM FOR MR. JAMES MCCLAUGHERTY AND MS. PATTY VIERS,
CHIEF NEGOTIATORS AT DEFENSE SUPPLY CENTER
COLUMBUS, OHIO

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 6 and 21
between Defense Supply Center Columbus and the American Federation of
Government Employees (AFGE), Local 1148

The subject LOCNOPS (attached), dated November 30, 2009, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between the Defense Logistics Agency (DLA) and AFGE Council 169. The LOCNOPS are approved this date by DLA Headquarters and AFGE Council 169, subject to the following understanding:

In the Article 21 LOCNOP, Section C2 provides that the name of an employee whose documented productivity record is minimally acceptable will not be posted on the overtime list or may be removed from the overtime list. However, Section C3 allows management to assign overtime to such employees if needed, in the case of emergencies or if there is an insufficient number of volunteers for the overtime.

In addition, we have noticed that this is the second Article 6 LOCNOP for the Columbus site. (We approved an earlier Article 6 LOCNOP having different provisions that is dated July 21, 2008.) It has been explained that this new LOCNOP is a re-opening of the earlier one, and does not replace the earlier one. To prevent any confusion over multiple LOCNOPS for the same MLA article, the parties may want to consider merging the two Article 6 LOCNOPS into one document. If the parties choose to do this, they should send us a signed copy of a combined LOCNOP, which we would then approve, as it simply combined the provisions of two already-approved separate LOCNOPS.

If there are any questions on this matter, Mr. Neil Glenicki may be reached at (703) 767-3404 or DSN 427-3404.

PAMELA MOLLOY
Staff Director
Labor and Employee Relations
Human Resources

CC:
Mr. Frank Rienti, AFGE Council 169

DLA COLUMBUS AND AFGE LOCAL 1148
LOCALLY NEGOTIATED OPERATING PROCEDURE

Article 21 – Overtime Assignments

SECTION A. This Procedure is under the terms of the DLA-AFGE Master Labor Agreement, Article 21, Sections 1, 2, and 5. The Procedure supersedes former provisions of the DSCC-AFGE Local 1148 Supplement to the DLA-AFGE Master Labor Agreement.

SECTION B. The parties agree that where overtime work can be directly identified as requiring specific skills or belonging to the job duties of an employee in a specific technical/administrative position, the overtime may be granted directly to the employee outside a requirement for more formal consideration.

SECTION C. For positions for which job duties and assignments are determined to be interchangeable among qualified employees, the parties agree that overtime will be distributed among employees within the same job classification and grade and/or within the same basic work/organization unit, as appropriate. In such instances, overtime will be offered to employees in accordance with an overtime list as follows:

1. A posted overtime list will be maintained which will be composed of the employees of the same job classification and grade and/or in the same basic work/organizational unit, whichever is applicable, whose documented productivity records are satisfactory. Names on the list will be ranked from top to bottom by employees service computation dates, with the most senior names first. Any employee turning down overtime will be bypassed.
2. The name of any employee whose documented productivity record is minimally acceptable will not be posted on the overtime list and an employee's name may be removed from the list if his/her documented productivity record becomes minimally acceptable. The supervisor will explain to an employee the basis for omission or deletion of his/her name from the overtime list. If the employee whose name has been omitted or deleted from the overtime improves his/her documented productivity record to a satisfactory level, his/her name promptly will be included on the overtime list in accordance with the procedure stated above.
3. If an insufficient number of volunteers are obtained, the Employer will exercise its prerogative to assign overtime. Further, the Employer will not be required to use the "overtime list" in case of emergencies. However, an employee on excused leave, or his/her regular day off will maintain his/her position on the list.

SECTION D. The fact that an employee used annual leave or sick leave during a pay period will not be sufficient cause to exclude him/her from working overtime during that same pay period.

SECTION E. Holiday work will be offered/assigned in accordance with the overtime provisions of Section C of this article. If there are insufficient volunteers, employees will be assigned in reverse (from bottom to top) rotational order by service computation date from the holiday roster.

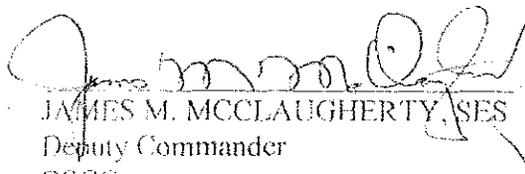
For the Union:



PATRICIA M. VIERS
President, AFGE Local 1148

Date 23 Nov 09

For the Employer:



JAMES M. MCCLAUGHERTY, SES
Deputy Commander
DSCC

Date 30 Nov 09