



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

IN REPLY
REFER TO J-13

MAY 20 2009

MEMORANDUM FOR COLONEL KELLY J. LARSON, USAF, AND MR. GEORGE STEDMAN, CHIEF STEWARD, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) LOCAL 916, CHIEF NEGOTIATORS FOR DEFENSE LOGISTICS AGENCY – OKLAHOMA CITY (DLA-OC), DEFENSE DISTRIBUTION DEPOT OKLAHOMA CITY, OKLAHOMA (DDOO), DEPOT LEVEL REPAIRABLES (DLR), and DEFENSE SUPPLY CENTER RICHMOND (DSCR), FORWARD PRESENCE AND AFGE LOCAL 916

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 6, 13, 15, 21, 22, 24, 25, 29, 30, 31, and 41 between DLA-OC, DDOO, DLR, and DSCR Forward Presence and American Federation of Government Employees (AFGE) Local 916

The subject LOCNOPS received April 24, 2009 and May 20, 2009, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between Defense Logistics Agency (DLA) and AFGE Council 169. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169 with the following understandings:

Article 5 is approved with the understanding that Article 38, Section 1 of the MLA requires that a delegation to bargain from DLA Headquarters and AFGE Council 169 be requested and granted prior to engaging in local negotiations;

Article 6, Section 1.D.D: 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 6, Section 2.B.A: It is understood that Article 6, Section 2.B.A refers to health and fitness centers that are available at the work site or installation fitness facility and not those in the local community based on prior agreements with AFGE Council 169.

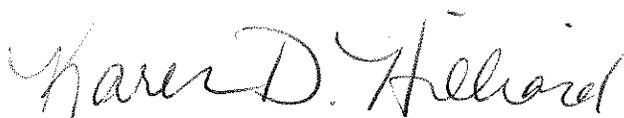
Article 6, Section 2.B.D is approved with the understanding that Article 38, Section 1 of the MLA requires that a delegation to bargain from DLA Headquarters and AFGE Council 169 be requested and granted prior to engaging in local negotiations; and,



Article 21, Section 2.B.H is approved with the understanding that the call back minimum is two (2) hours, and does not apply to overtime that is a continuation of work at the end of the regularly scheduled shift. Overtime before the regularly scheduled shift may be scheduled as needed, and may be scheduled for less than two hours. However, if it is scheduled for two hours or more and its duration is less than two hours, the two-hour call back minimum will apply.

Articles 13, 15, 22, 24, 25, 29, 30, 31, and 41 are approved with no additional understandings to be noted.

If there are any questions on this matter, you may contact Mark Reichenbacher at (703) 767-5598 or DSN 427-5598.



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

Attachment

cc:

Mr. Frank Rienti, AFGE Council 169

DLA-OC, DDOO, DLR and DSCR Forward Presence and AFGE Local 916

LOCALLY NEGOTIATED OPERATING PROCEDURE

ARTICLE 15, SAFETY AND HEALTH

SECTION 2, PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

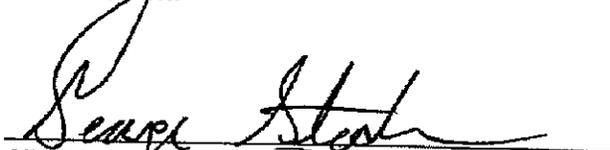
A. The Employer agrees to make direct payment to the onsite vendor or the outside vendor for shoes purchased by eligible employees who are required, as a condition of their employment, to obtain and wear safety shoes. The Employer agrees to pay up to \$150 for the purchase of safety shoes for each eligible employee annually. Either Party may request to meet annually to discuss an inflationary price adjustment in the payment of safety shoes or if there is a substantial cost increase in the purchase price. In the event an employee demonstrates to their supervisor a need for an additional pair of safety shoes within the year, the employee will be authorized the replacement. The shoes will meet the ANSI/OSHA specification.

B. The Employer will arrange to have a safety shoe mobile unit on site, or establish a voucher program for the employees. In the event the shoe truck is unable to meet an emergency need, employees may be authorized up to 2 hours administrative leave by their supervisor to obtain shoes from an outside vendor. The employer will incur all costs for specialized safety shoes due to medical condition 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 heat/cold indexes.

For the Union:


GEORGE STEDMAN, Chief Steward, AFGE Local 916
Chief Negotiator

For the Employer:


KELLY J. LARSON, Colonel, USAF
Chief Negotiator

APR 24 2009