



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.

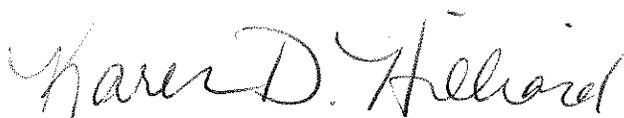
Article 6, Section 2.B.D is approved with the understanding that Article 38, Section 1 of the MLA requires that a delegation to bargain from DLA Headquarters and AFGE Council 169 be requested and granted prior to engaging in local negotiations; and,



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 21, OVERTIME

SECTION 2B. OVERTIME PROCEDURES

A. The opportunity for overtime assignments will be rotated at the lowest supervisory or work crew level, among employees, by grade and SCD, who have the ability to perform the tasks for which overtime is required. Supervisors will maintain overtime rosters, based on SCD and grade to ensure that each employee receives an equal opportunity for overtime assignment. Supervisors shall list their employees in descending seniority order using leave SCD. If there are more volunteers than needed for the overtime, the overtime will be considered voluntary. The supervisor will select the most senior skilled qualified and available volunteer (s) to meet the requirement. If there are fewer volunteers than needed for the overtime, the overtime will be considered mandatory. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement. These rosters will be continued to the next overtime roster and started where left off on the previous overtime roster and maintained for 6 months or until all outstanding grievances are settled pertaining to the roster. Separate rosters will be established for overtime on scheduled workdays and for overtime on scheduled days off of employees. When an employee has been detailed to the same organization in excess of 30 consecutive days, the employee will be removed from the overtime rosters of his/her assigned organization on the 31st day and placed in the appropriate spot on the overtime roster of the organization to which detailed. The employee may be placed on the roster of the gaining organization and removed from the roster of the losing organization prior to the 31st day if the gaining supervisor determines the employee possesses the abilities to perform the overtime work.

B. Codes used to record overtime opportunities include: W for employees who work and are to be paid at the overtime rate; C for employees who work and request compensatory time in lieu of overtime pay; D for employees who decline; LA for employees who lack the necessary ability to perform the overtime duties; NA for employees not available (employee is not in a duty status when the roster is run); and M for an employee passed due to a military obligation (this will not be counted as declining overtime and they will retain priority on the overtime roster pending submission of statement of attendance by proper military authority). The employee will initial the roster for codes D and C.

C. When employees are to be scheduled to work overtime, they will normally be given a minimum of 24 hours notice before the overtime is scheduled to begin.

D. Overtime work will be mandatory only when mission requirements must be met. When non-volunteer employees have been compelled to work four consecutive scheduled days off, the steward may request and will be granted a meeting at a mutually agreed upon time with the appropriate supervisor to discuss the situation. If the problem is not resolved it may be elevated to the next supervisory level. Upon presentation of valid documentation to the supervisor, an employee may request exemption from mandatory overtime for reasons of health, education, hardship or religion. The supervisor, upon consideration of the provided documentation and the need to have the employee on duty, may grant the exemption. When overtime requirements cannot be met by volunteers within the supervisory area or work crew, the supervisor responsible for the work to be performed may solicit

volunteers from other supervisory work areas or work crews. Selection within the other supervisory work area or work crew will be consistent with the provisions of Sections A and B above.

E. Employees will be allowed a fifteen-minute paid break at the beginning of any overtime period of two hours or more immediately following an eight or more - hour shift or at the end of a two-hour the overtime period if it is worked before the normal duty hours. Employees will be allowed a paid fifteen-minute break during the middle of each period of four consecutive hours of overtime work. If overtime is worked for at least two hours prior to the start of the employee's normal shift, the employee will receive a 15-minute break prior to the start of their normal shift.

F. Employees called in to work outside of, and unconnected with, their basic work week shall be paid a minimum of two hours pay, regardless of whether they are required to work the entire two hours. Normally an employee shall not be required to stand by or perform make-work routine duties awaiting the elapse of the entire two hours.

G. In case of a violation of this Article, the Union and the Employer will attempt to reach a mutual resolution. In case of violations of this Article, the employee deprived of overtime may be paid overtime in accordance with the Back Pay Act the same as if he or she had worked it.

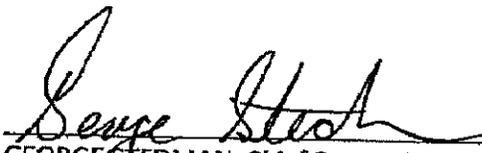
H. Employees shall receive at least two (2) hours pay at the applicable overtime rate if they are called back or scheduled to work on an overtime basis outside of their scheduled hours of work and cannot be utilized for the full two (2) hours.

I. The appropriate supervisor, upon request from the union steward, will meet at a mutually agreed upon time to discuss concerns arising from overtime worked.

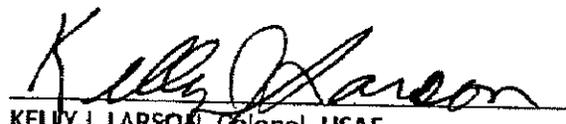
SECTION 5. BEEPERS

Both parties agree that it is not necessary for employees to carry beepers outside of normal work hours. If the requirement to carry a beeper changes, the Union will be notified and this provision will be reopened.

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