



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.

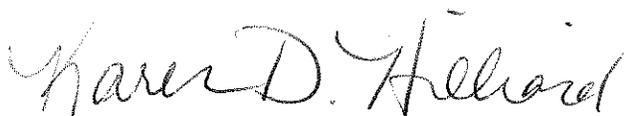
Article 6, Section 2.B.D is approved with the understanding that Article 38, Section 1 of the MLA requires that a delegation to bargain from DLA Headquarters and AFGE Council 169 be requested and granted prior to engaging in local negotiations; and,



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 29, REASSIGNMENTS, DETAILS AND LOANS

SECTION 2G. REASSIGNMENTS

Hardships: The Union shall be given the opportunity to be present at all meetings that involve a reassignment decision due to a personal hardship represented by an employee and will receive a copy of all hardship decisions.

SECTION 3. DETAILS

Selection for a Detail shall be determined as described below:

A. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.

(1) If there are more volunteers than needed for the Detail, the Detail will be considered favorable and the voluntary roster will be used. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.

(2) If there are fewer volunteers than needed for the Detail, the Detail will be considered unfavorable and the mandatory roster will be used. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.

(3) The rosters will be continued to the next detail and started where left off on the previous detail, and maintained for 6 months or until all grievances associated with that roster are settled.

B. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.

C. Exceptions to these rosters may be made for employees who are handicapped and cannot perform the required duties of this Detail or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.

D. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of Details when there are recurring needs for those skills. However, skills development is not the primary purpose of Details.

SECTION 4. LOANS

Selection for a Loan shall be determined as described below:

A. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.

(1) If there are more volunteers than needed for the Loan, the Loan will be considered favorable and the voluntary roster will be used. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.

(2) If there are fewer volunteers than needed for the Loan, the Loan will be considered unfavorable and the mandatory roster will be used. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.

(3) The rosters will be continued to the next loan and started where left off on the previous loan, and maintained for 6 months or until all grievances associated with that roster are settled.

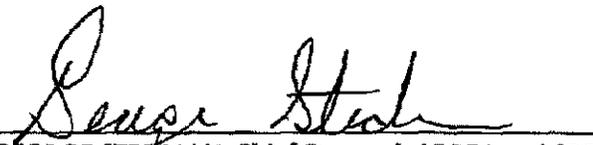
B. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.

C. Exceptions to these rosters may be made for employees who are handicapped and cannot perform the required duties of this Loan or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.

D. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of Loans when there are recurring needs for those skills. However, skills development is not the primary purpose of Loans.

For the Union:

For the Employer:


GEORGE STEADMAN, Chief Steward, AFGE Local 916
Chief Negotiator


KELLY J. LARSON, Colonel, USAF
Chief Negotiator

APR 24 2009