



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.

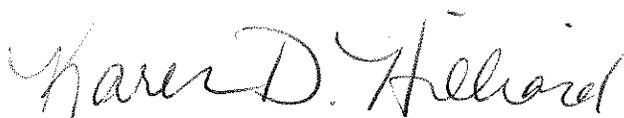
Article 6, Section 2.B.D is approved with the understanding that Article 38, Section 1 of the MLA requires that a delegation to bargain from DLA Headquarters and AFGE Council 169 be requested and granted prior to engaging in local negotiations; and,



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 5, PROPOSALS FOR CHANGE DURING THE TERM OF THE AGREEMENT

SECTION 2B, LOCAL BARGAINING ON MATTERS NOT INCLUDED IN THE AGREEMENT

A. Matters subject to consultation and negotiation are changes in personnel policies and matters affecting working conditions of Bargaining Unit employees which are within the discretion of the Employer so far as may be proper under applicable laws and regulations. The Employer will bring changes to the attention to the AFGE local President or designee. The Union will be given a specified reasonable implementation date.

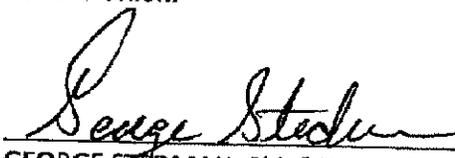
B. In order to effect the provisions of this Article, the Employer agrees to furnish in writing to the Union, where the changes are proposed, a copy of all proposed changes to published personnel defined in U.S.C. Chapter 71. If the Union wishes to negotiate, in accordance with 5 U.S.C. Chapter 71, the union will submit a demand to bargain within 10 work days. The Union will submit its proposal/interest within 20 work days of receipt of the proposed change. If the union concurs with the change or does not submit a demand to bargain within 10 work days of the notice of proposed change, the Employer may implement the change. The parties will determine a date on which negotiations will take place, the persons to be involved, and the implementation procedures. The Union designee responsible for conducting the negotiations may request information and data in accordance with 5 U.S.C. Chapter 7114. The Employer shall not implement any proposed change prior to completion of negotiations, or prior to impasse in accordance with the Statute, except as permitted by law.

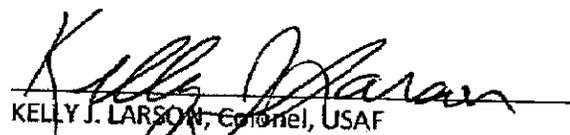
C. In order to effect the provisions of this Article, the Union agrees to furnish in writing to the Employer the proposed changes. If the Employer wishes to negotiate, the Employer will notify the Union and submit its counter proposals/interests within 20 work days of receipt of the proposed change. The Parties will determine a date on which negotiations will take place, the persons to be involved, and the implementation procedures.

D. Agreements reached under this Section will be promptly implemented by the Employer. Disputes over the application of the implementing directive will be subject to resolution under Article 36 (Grievance Procedures).

For the Union:

For the Employer:


GEORGE STEDMAN, Chief Steward, AFGE Local 916
Chief Negotiator


KELLY J. LARSON, Colonel, USAF
Chief Negotiator

APR 24 2009