



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

MAY 13 2008

IN REPLY
REFER TO J-13

MEMORANDUM FOR MR. WILLIAM LEMOS, JR. AND MR. JOHN HEUBERGER,
CHIEF NEGOTIATORS FOR THE DISTRIBUTION
DEPOTS

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 13, 15,
22, 24, 29, 30, 41, and Subsequent Ground Rules Negotiations between
Distribution Depots and American Federation of Government
Employees (AFGE) Council 169

The subject LOCNOPS dated May 9, 2008, 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 subject LOCNOPS are approved this date by both DLA
Headquarters and AFGE Council 169 with the following understandings:

Article 5 is to be read in conjunction with Article 38 Section 1 and requires a
delegation to bargain from DLA Headquarters and AFGE Council 169 prior to engaging in local
negotiations for matters not covered by the MLA.

Article 22 Section 3 is approved with the understanding that the language does
not preclude management from exercising its right to discipline employees.

The phrase "placement preferences" in Article 30 Section B has been explained to
mean placement on a particular shift and not to a particular position and is hereby approved with
that understanding.

Articles 20 and 31 will be addressed in a separate letter.

If there are any questions on this matter, you may contact me at (703) 767-6412 or DSN
427-6412.

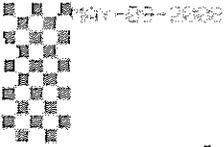
KAREN D. HILLIARD
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:

Mr. Frank Rienti, AFGE Council 169





LOCNOPS 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 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 of the AFGE local President or designee or the Union's site 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 5 U.S.C. 7103 (14). 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 proposals/interest within 20 workdays 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. 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.

For the Union

William J. Lentos Jr.
Chief Negotiator

5-9-08

For the Employer

John J. Heuberger
Chief Negotiator



LOCNOPS ARTICLE 13
MERIT PROMOTIONS

SECTION 12C. CANDIDATE INTERVIEWS

Interview panels may be but do not have to be used by the employer.

For the Union

William J. Lewis Jr 5-9-08

William J. Lewis Jr
Chief Negotiator

For the Employer

John J. Heuberger 9/29/08

John J. Heuberger
Chief Negotiator



**LOCNOPS ARTICLE 15
SAFETY AND HEALTH**

SECTION 2. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

A. The Employer will supply the employees with safety equipment i.e., gloves, cover-alls, safety glasses/goggles, prescription safety glasses (including eye exams), safety shoes, aprons, raingear, cold weather equipment and ear protection, at no cost to the employee when it determines that such equipment is necessary for the work to be done safely.

B. 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. A minimum of \$120 and a maximum of \$180, based on the prevailing local rate, will be authorized unless there is a substantial cost increase in the purchase price. In the event any employee demonstrates 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.

C. The Employer will arrange to have a safety shoe mobile unit on site, or establish a voucher program for the employees. Employees will be authorized up to one (1) hour administrative leave to obtain shoes from the truck or outside vendor. The employer will incur all costs for specialized safety shoes due to medical condition when proper medical documentation is presented.

SECTION 10

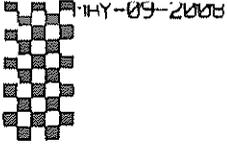
A. The Parties recognize that temperature conditions in and around work areas have a direct bearing on employee's comfort, morale, productivity, health and safety. It is agreed that work conditions and accommodations such as extra breaks for the employee to get hydrated in hot temperatures and warm up periods in cold weather are necessary and will be permitted based on local weather conditions and heat/cold indexes.

For the Union

 5-9-08
William J. Lemes Jr.
Chief Negotiator

For the Employer

 9 May 08
John J. Heuberger
Chief Negotiator



**LOCNOPS ARTICLE 22
ADMINISTRATIVE LEAVE**

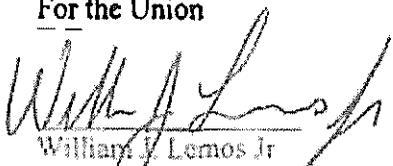
SECTION 3. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

A. New employees will be told of the installation/depot hotline number for inclement weather or emergency conditions at new employee orientation sessions. All employees will be notified quarterly of the hotline number. The Employer will be responsible for making sure the hotline is updated as necessary. Where there is no hotline the Employer will establish one. In cases where the Depot is closed during duty hours the Employer shall be responsible for notifying the employees that the Depot is closed and that administrative leave is authorized. When administrative leave is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomenon, as authorized by applicable regulations, all employees who report for work and whose services are not required, will be excused on administrative leave.

B. When the Employer determines that employees are exposed to unsafe or unhealthy working conditions which can not be immediately corrected and which are likely to result in illness or injury, the employee will either be assigned work in a safe and healthy area or granted administrative leave.

C. Infrequent tardiness of short duration may be excused when reasons appear to be adequate to the Employer. Normally, disciplinary action will not be taken until the employee has been warned that further tardiness could result in disciplinary action.

For the Union


5.9-08
William J. Lemos Jr
Chief Negotiator

For the Employer


John J. Heuberger
Chief Negotiator



**LOCNOPS ARTICLE 24
ANNUAL LEAVE**

ANNUAL LEAVE PROCEDURES

A. All annual leave will be charged in fifteen (15) minute increments.

B. Employees will be given the opportunity to schedule annual leave for the leave year. All requests for planned annual leave will be submitted by the employee to the supervisor on an OPM 71. All employees will have between Jan 1 and Jan 14 to submit the OPM 71. A copy of the approved/disapproved leave request will be returned to the employee within two weeks. Failure to do so will constitute approval of the requested leave, unless the supervisor subsequently informs the employee, in writing that the leave is disapproved. Copies of the OPM 71 will be retained in accordance with all applicable laws, rules and regulations. Should the supervisor deny the leave request, a written statement will be provided to the requesting employee supporting the denial. Supervisors will respond promptly to requests for leave so that employees may plan accordingly.

C. Subsequent requests for scheduled annual leave will be reviewed on a first request basis. When more than one employee requests leave for the same day(s) and submitted their requests on the same date, the request of the senior employee determined by Service Computation Date (SCD) will normally be granted, if the employee can be spared from work. However, the granting of such leave requests will not interfere with leave previously scheduled and approved. The Employer agrees that seniority order will prevail in resolving conflicting requests submitted by the employees affected, if the conflicts cannot be resolved mutually by the employees affected.

D. If an OPM 71 is submitted for annual leave within the first two hours of the shift and the request is for only one day, the supervisor will return the completed OPM 71 to the employee by the end of the work shift. Failure to do so will constitute approval of the requested leave, unless the supervisor subsequently informs the employee that the leave is disapproved. If an OPM 71 is submitted for annual leave after the first two hours of the shift the supervisor will make every effort to approve or disapprove by the end of the shift but will not exceed the end of the following day's shift. Supervisors will respond promptly to requests for leave so that employees may plan accordingly.

E. If an OPM 71 is submitted for annual leave, within the first two hours of the shift and the request is for more than one day the supervisor will approve or disapprove by the end of the following work shift. Failure to do so will constitute approval of the requested leave, unless the supervisor subsequently informs the employee that the leave is disapproved. Supervisors will respond promptly to requests for leave so that employees may plan accordingly.

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F. If scheduled annual leave must be canceled due to adverse impact upon the mission, the Employer will provide written notice to the affected employee as soon as it becomes known to management. The supervisor will make every effort to approve the rescheduled leave. Special consideration shall be given to employees that furnish sufficient proof that deposits for accommodations may be lost as a result of the cancellation of the leave, and that deposits were obligated prior to the notice of the cancellation of the leave.

G. When unforeseen circumstances arise requiring the use of annual leave not previously requested or approved, the employee will notify his/her supervisor normally within two hours after the start of his/her shift. Requests for such annual leave to cover absences not requested in advance will be considered individually and will be approved or disapproved on the basis of the circumstances relating to the absence in question.

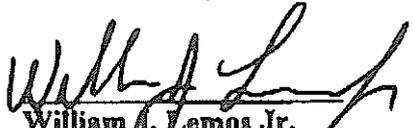
H. The Employer will inform each employee in the unit of the name and telephone number of the person the Employer will have available during each shift who has the authority to receive and approve/disapprove requests for leave.

I. Leave will be granted in the event of the death of an immediate family member if at all possible.

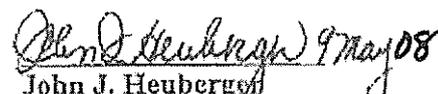
J. The Employer agrees that requests for annual leave to participate in the funeral of a coworker will be considered.

K. The Employer agrees that requests for annual leave to observe a religious holiday associated with his/her faith will be considered.

For the Union |

 5-9-08
William J. Lemos Jr.
Chief Negotiator

For the Employer

 9 May 08
John J. Heuberg
Chief Negotiator



**LOCNOPS ARTICLE 29 REASSIGNMENTS, DETAILS AND LOANS
SECTION 2G. REASSIGNMENTS**

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

SECTION 3. DETAILS

Details will be kept to the shortest practicable time limits. Details will initially be made for a period not to exceed 120 days per year.

The following rotational procedures will be used in determining which employees will be detailed:

- 1) A roster, (see appendix) will be established and maintained for each work area/center which will include the names of each area employee in seniority order according to service computation date (SCD), title, series, and grade. Employees and Union representatives will be allowed to review said rosters upon request.
- 2) Every qualified employee will be given the opportunity to volunteer in seniority order from most senior to least senior.
- 3) In the event there are insufficient volunteers for a detail, employees will be detailed by inverse seniority in rotation according to the roster, least senior employee first.
- 4) When employees are eligible for a detail, the job requirements and duration will be committed in writing, for ten (10) working days or more, and will be given to the employees after making the selection from the roster. Short term details will be made verbally.
- 5) When bargaining unit employees are involuntarily assigned to another bargaining unit the Employer agrees to notify the local union in advance when possible.
- 6) When detailing a Union Representative, the Employer will allow the Union representative to call the Union prior to going to the new work site.
- 7) The Employer, in making every effort to detail employees requiring a light duty assignment at their official duty station, will consider input from the Union. Should these joint efforts to locate light duty assignments for employees at their official duty station be unsuccessful, the reassignment of the employee to another site to accommodate their restrictions will be made on a case by case basis and will be exempt from the rotational provisions of this Article.

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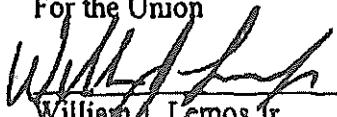
SA 9 May 08

SECTION 4. LOANS

A. The following rotational procedures will be used in determining which employees will be loaned:

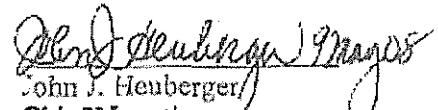
- 1) A roster, (see appendix) will be established and maintained for each work area/center which will include the names of each area employee in seniority order according to service computation date (SCD), title, series, and grade. Employees and Union representatives will be allowed to review said rosters upon request.
- 2) Every qualified employee will be given the opportunity to volunteer in seniority order from most senior to least senior.
- 3) In the event there are insufficient volunteers for a loan, employees will be loaned by inverse seniority in rotation according to the roster, least senior employee first.
- 4) When bargaining unit employees are involuntarily assigned to another bargaining unit the Employer agrees to notify the local union in advance when possible.
- 5) When loaning a Union Representative, the Employer will allow the Union Representative to call the Union prior to going to the new work site.

For the Union


William J. Lemos Jr
Chief Negotiator

5-9-08

For the Employer


John J. Heuberger
Chief Negotiator



**LOCNOPS ARTICLE 30
REORGANIZATION**

SECTION 6. SHIFT REALIGNMENT

A. When reorganizations necessitate shift/tour movements, voluntary assignments will be offered first and will be made to qualified employees by their seniority. If assignment is an involuntary assignment, it will be made to qualified employees through reverse seniority. The seniority of an employee will be based on their service computation date (SCD).

B. The Employer and the Union shall jointly survey all affected employees for their placement preferences. The Union will be given the opportunity to be present during the process.

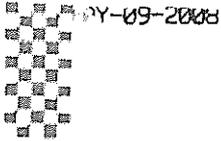
C. All affected employees will be given the opportunity to select the shift of their choice from all the shifts available. This placement will be determined by service computation date (SCD).

For the Union

William J. Lemos Jr 5-9-08
William J. Lemos Jr
Chief Negotiator

For the Employer

John J. Heuberger 9 May 08
John J. Heuberger
Chief Negotiator



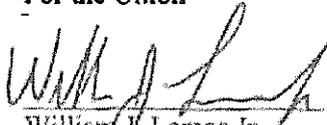
LOCNOPS ARTICLE 41
PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION 3G. TERMINATION OF AUTHORIZATION

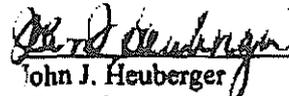
A. Payroll allotments for withholding of dues may be revoked only after a period of at least 1 year from the effective date thereof.

B. Revocation of dues withholding by an employee will not be effective until the first full pay period following any successive anniversary month (the calendar month the employee joined the Union) provided the Revocation Form, SF 1188 is received by the Employer during the anniversary month.

For the Union

 5-9-08
William J. Lemos Jr.
Chief Negotiator

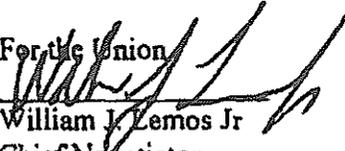
For the Employer

 9 May 08
John J. Heuberger
Chief Negotiator

LOCNOP GROUND RULES AGREEMENT

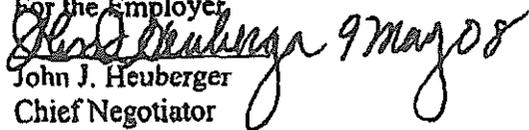
Both Chief Negotiators agree that the eight Depot negotiating team agree to meet between June 16 and June 20, 2008, in the Springfield, VA area. With travel days on June 16 and 20, 2008, if necessary.

For the Union


William J. Lemos Jr
Chief Negotiator

5-9-08

For the Employer


John J. Heuberger
Chief Negotiator

9 May 08