



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

SEP 16 2009

IN REPLY
REFER TO

J-13

MEMORANDUM FOR MR. BRUNSON EDWARDS AND MR. RICHARD FASO,
CHIEF NEGOTIATORS FOR DEFENSE LOGISTICS
AGENCY (DLA) ACTIVITIES AT PHILADELPHIA

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 13, 15, 21, 29,
30, 31 and 41 between DLA Activities at Philadelphia and the American Federation
of Government Employees (AFGE) Local 62

The subject LOCNOPS dated August 18, 2009, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between DLA and AFGE Council 169. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169. A separate letter will be issued to address the remaining LOCNOPS submitted for review.

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 S13
MERIT PROMOTION**

Section 12. Candidate Interviews

Management may elect to convene interview panels at its discretion.

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**LOCNOPS
ARTICLE S15
SAFETY AND HEALTH**

Section 10. Heat Stress and Cold Weather Policy:

Management agrees to provide adequate lighting, heating, and ventilation in work areas in accordance with laws and regulations, e.g. OSHA, and will not permit employees to work for any unreasonable period of time in areas that do not meet these laws and regulations.

Whenever such conditions cannot be readily abated, Management will inform/advise AFGE Local 62, and the parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. AFGE Local 62 and the employees will be given as much advance notice as possible depending on the individual circumstances. Arrangements shall include, but not limited to, notifications, warnings, relocation of employees, dismissal, information to employees exposed to hazardous conditions, and other steps the parties may agree are necessary to communicate to employees under such circumstances. Additionally, management will determine the circumstances under which DSCP will delay opening, close early, or not open at all due to extreme heat stress/cold.

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**LOCNOPS
ARTICLE S21
OVERTIME**

Section 1. General

Management agrees to maintain adequate records to ensure compliance with this section. Inequities in overtime assignment, whether identified by management, or brought to its attention by the union/employees, will be rectified as soon as practicable.

Section 2. Scheduling and Approval of Overtime

Management and AFGE Local 62 recognize a mutual responsibility for expeditious and efficient service to the public, including the need for a willingness on the part of employees to be available when workloads require the use of overtime. Overtime may be required of an employee; however, supervisors will take into account unavoidable personal hardships in making such assignments.

Overtime assignments will be distributed and rotated equitably among available qualified employees within an organizational branch and the parties agree this to be the preferred method of assigning overtime. The parties recognize that equitable is not necessarily equal in terms of number of overtime hours assigned or worked. It is expected that certain specialized overtime needs will be required more than others and will be exempt from the rotational requirements.

When Management decides there is a need for overtime whether it be during the workweek, on days outside the workweek or on a holiday, employees will be given advance notice. Management agrees to strive for at least 24 hours advance notice except in cases of mission emergency.

Management agrees, to the fullest extent practicable, to solicit volunteers on a rotating basis for overtime assignments before directing employees to work overtime.

Whenever Management determines that the amount of overtime worked in a particular occupation or unit is excessive to the point that another position may be profitably and continuously employed on a full-time or part-time basis, a review will be made to consider additional positions or another alternative to performing the work. Recommendations and comments by AFGE Local 62 will be considered.

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LOCNOPS
Article S29
REASSIGNMENTS, DETAILS and LOANS

Section 2.G. Reassignments

Employees may be required to provide adequate medical documentation to substantiate any reassignment request for medical reasons. If an employee's request for reassignment is due to personal hardship/reasons, management may request documentation, in accordance with statute, which provides evidence of the stated hardship/reason. Management's decision to reassign the employee and the location of the reassignment will be based on review of the information provided by the employee.

Section 3 -Details

Management may initiate details, or consider requests by employees, who wish to be detailed.

It is agreed that when an employee in the bargaining unit is detailed to any position in which that employee has no previous training or experience, that employee shall be given a reasonable training period.

When selecting employees for Details, Management will give consideration to rotation among employees, on a fair and equitable basis, as long as it does not interfere with the successful accomplishment of our mission.

Section 4 - Loans

In the event management uses Loans, the Union will be advised in advance.

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**LOCNOPs
ARTICLE S30
REORGANIZATION**

Section 6 – Shift Realignment

In the event any shift realignment is necessary due to a reorganization, the union will be provided advance notice.

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**LOCNOPS
Article S31
REDUCTION-IN-FORCE**

Section 9 - Separation

The Commuting Area is defined as the Philadelphia metropolitan/Delaware Valley area which is considered reasonable for the employee to travel back and forth to work.

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LOCNOPs
Article S41
PAYROLL ALLOTMENTS for WITHHOLDING of DUES

Section 1.B.2

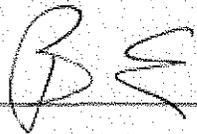
Dues Revocation

Annually on 1 September, employee requests for dues allotment revocation will be honored and that on the first pay period after 1 September of that year the allotment will be discontinued provided that at the time of discontinuance of allotment the employee has completed one year of dues allotment.

Those interested in revocation who have not completed one year of dues allotment by the 1 September date may, for the first year of allotment only, submit revocation requests to be acted upon by the first pay period following the first anniversary of the beginning of their allotment. However, if employees fail to exercise this option of revocation at the first anniversary of the beginning of their allotment, then the annual 1 September revocation period is applicable.

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