



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

JUL 16 2009

IN REPLY
REFER TO -13

MEMORANDUM FOR: MS. BARBARA L. SIMBRO, AND WILLIAM J. LEMOS, JR.,
CHIEF NEGOTIATORS FOR DEFENSE LOGISTICS
AGENCY (DLA) OGDEN UTAH AND AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)
LOCAL 1592

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 6, 13, 15, 20,
21, 24, 25, 29, 30, 31, and 41.

The subject LOCNOPS dated July 14, 15 and July 16, 2009, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between the DLA and AFGE Council 169. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169 with the following understanding:

Article 21 Section 2.B.K is approved with the understanding that an employee who works overtime that is a continuation of the basic tour of duty is entitled only to the amount of overtime actually worked, not a two-hour minimum.

Articles 5, 6, 13, 15, 20, 24, 25, 29, 30, 31, and 41 are approved with no additional understandings.

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



DLA OGDEN UTAH AFGE LOCAL 1592
LOCALLY NEGOTIATION OPERATING PROCEDURES
ARTICLE 21
OVERTIME ASSIGNMENTS

SECTION 2B: OVERTIME PROCEEDURES

- A. Overtime assignments, regardless of duration are distributed among qualified employees fairly, equitably, and as equitably as practical when the need for overtime arises.
- B. Overtime assignments (project) will normally be performed by those employees who perform the assignments on regular duty time. When overtime is required in conjunction with a project, it will normally be performed by the employees working on that project.
- C. Overtime is assigned on a rotational basis except in cases of bona fide emergencies or unexpected situations which require Employer to hold employees or call employees in to work without resorting to rotational roster. Employees held over will not be considered to have worked their rotation and may be offered overtime at next scheduled opportunity, based on employee position on roster.
- D. Employer agrees to establish and maintain overtime roster (see appendix) in the work area/center which will include name of each assigned employee, Leave Service Computation Date (SCD), title, series, and grade. Roster will be posted in clear view. Maintain and post an accurate record of overtime offered and worked. Permit Union representative and employees to review roster upon request.
- E. In cases of scheduling or cancelling overtime on short notice employer agrees to make necessary efforts to minimize employee inconvenience. Upon emergency or unexpected situations the employer will make reasonable effort to secure rides for employees who do not have transportation due to required overtime for which they lacked adequate planning time. Discuss reasons and action taken with Union in order to promote better understanding.
- F. Normally, overtime is scheduled in advance, based on mission and workload. Employees will receive a fifteen (15) minute break which includes personal clean-up time prior to the end of the regular shift, when working overtime. Employee will receive a fifteen (15) minute break for every two (2) hours worked thereafter. Employee working one (1) hour or less beyond regular shift is not entitled to a break.
- G. Except in emergency or unexpected situations, Employer agrees to notify qualified and available employees at least twenty-four (24) hours in advance of directed overtime. Upon request, excusal of a qualified employee is granted provided another qualified employee is available and willing to work the overtime. An employee being so excused is considered as having worked for the purpose of determining equitable

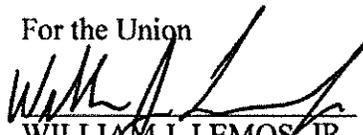
distribution of overtime. In the event other qualified employees within the work center are not willing to work overtime, Employer will attempt to obtain qualified employees from another work center. Absent sufficient volunteers within the work center and/or lack of qualified volunteers from another work center, Employer may require available and qualified employees to work on the basis of reverse seniority each time.

- H. Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty, or desirability to the organization.
- I. In case of violation of the Article, employee deprived of overtime will be paid overtime in accordance with the Back Pay Act, the same as if he/she had worked overtime, as resolution or partial resolution to grievance.
- J. When an employee has been detailed/loaned to the same organization in excess of thirty (30) consecutive days, on the thirty-first (31) day, employee shall be removed from overtime roster of assigned unit. Employee is placed in appropriate spot, based on SCD, on roster of organization to which loaned or detail. Upon return to employee's permanently assigned organization, employee's name is added back to roster.
- K. Employees shall have 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.
- L. Offers of overtime which fall on an employee's regular day off will be made separately for each day (e.g., Saturday is one offer, and Sunday is another offer). Offers of overtime to be performed before and/or after the scheduled work day will be treated as a single offer.

SECTION 5: BEEPER – Telecommunication Devices

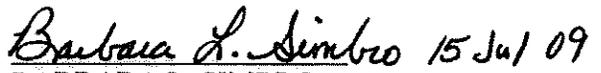
- A. Pagers, cell phones, and other notification communication devices may be issued by Employer to employees who are in positions that may require off-duty notification. Employer will issue written guidance for the use of such devices and provide Union with copy of guidance. Carrying of such devices does not entitle employee to compensation. If call back is communicated through device, overtime procedures listed in Article 21, Section 3 of the Master Labor Agreement (MLA) will apply. Employer agrees to brief employees carrying devices regarding "On Call Overtime" procedures, listed in Article 21 Section 4.

For the Union


WILLIAM J. LEMOS, JR.
Chief Negotiator

7-15-09

For the Employer


BARBARA L. SIMBRO
Chief Negotiator