



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

IN REPLY
REFER TO J-13

MAY 15 2008

MEMORANDUM FOR MR. DAVID MANSFIELD AND MR. DAVID ANDREWS, CHIEF
NEGOTIATORS FOR DEFENSE REUTILIZATION AND
MARKETING SERVICE FIELD (DRMS) ACTIVITIES

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 29, and 31
between DRMS Field Activities and American Federation of Government
Employees (AFGE) Council 169

The subject LOCNOPS dated April 29, 2008, and April 30, 2008, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between the Defense Logistics Agency (DLA) and AFGE Council 169. Article 31 is approved with the understanding that the union observers may be required to step out of the room during the Reduction In Force assignment process if necessary to preserve the deliberative process. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169.

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 Relation
Human Resources

Attachment

cc:

Mr. Frank Rienti, AFGE Council 169



**LOCALLY NEGOTIATED OPERATING PROCEDURE
FOR DRMS CONUS FIELD ACTIVITIES AND GUAM
(Excluding the DRMS HQ at Battle Creek, MI and DRMO Hawaii)**

This LOCNOP supersedes all previous policies, guidance, past practices or agreements on this subject. Any new or modified policies or guidance that the Employer intends to issue will first be negotiated with AFGE Council 169 representing the Defense Reutilization and Marketing Services Field Offices (collectively), prior to implementation.

DATED: 29 April 2008

**LOCAL MID-TERM BARGAINING
ARTICLE 5-01**

The Parties agree to give notice and bargain over proposed changes in conditions of employment unless the matter is expressly contained in the MLA.

The following items constitute the ground rules and procedure for negotiating all authorized Locally Negotiated Operating Procedures to the MLA and other agreements as may be permissible under the MLA between the Employer and the union below the level of recognition. "Authorized" means that DLA-J1 and AFGE Council 169 have approved local negotiation of the issue IAW the MLA, Article 38.

1. Either party may submit a mid-term proposal for changes to conditions of employment in accordance with the Master Labor Agreement (MLA). The party intending to make a change in conditions of employment will submit its proposal(s) in writing to HQ J-1 and C169 for determination of appropriateness for local bargaining, unless local bargaining is specifically authorized IAW the 2007 MLA. All timeframes are held in abeyance until concurrence/non-concurrence is received from J-1 and C169.
2. If local bargaining is deemed inappropriate the proposal is terminated.
3. If local bargaining is deemed to be appropriate the following constitutes procedures for bargaining:
 - a. Upon notification from J-1 and Council 169 that local bargaining is appropriate, the initiating party will then notify the appropriate receiving party in writing. Upon receipt of such notification, the receiving party may, within 15 calendar days agree with the proposal or provide a counter-proposal.
 - b. Within five (5) workdays following receipt of the counter-proposal the employer will coordinate to confer with the union, as necessary, to schedule negotiations. The negotiating team for the Union will be comprised of Three (3) primary members. Normally, the first discussion/attempt/round of

LOCAL MID-TERM BARGAINING
ARTICLE 5-01

bargaining will be conducted via teleconference (or VTC, when/if available). Subsequent negotiations, if necessary, will be conducted face to face and will normally be scheduled within 7 workdays of the conclusion of teleconference/VTC bargaining.(The Employer will provide travel funds or fund citations), and the following provisions will apply:

c. Provide official time, travel and per diem for the same number of union negotiators as employer negotiators, but no less than three union negotiators, as authorized in the negotiated MLA.

d. The Union shall designate alternates to the team if necessary and such alternates shall also be on official time, travel and per diem for the purposes of negotiating.

e. The Chief Negotiators will act as the spokesperson for their team in negotiating all aspects of the agreement. The parties will designate alternate Chief Negotiators who will assume the role of spokesperson in the absence of the Chief Negotiator. The parties agree to limit the total number of people in the negotiating room to (3) three people for each team at any given time.

f. The Parties will exchange a list of the full names, titles, work addresses, e-mail addresses, and telephone numbers of their respective team members that represent their respective negotiating team for the particular issue to be negotiated. Although the parties may replace team members as may be necessary, both agree stability of the negotiating teams is important to effective negotiations.

g. All negotiations will be held at a neutral site [not the DRMS HQ Command or senior leadership offices] provided by the Employer at no cost to the Union. Additionally, the Employer agrees to provide computer, fax, telephone, copier, negotiating room and a break out room for caucuses. Negotiations will commence on a date to be determined mutually. The parties may agree to negotiate more than one issue during each negotiation session, if possible, in the interests of maximizing Agency resources. Duty hours will be 8:30 AM - 5:30 PM, including 1 hour for lunch, Tuesday through Thursday.

h. The parties recognize the need for each negotiating team to conduct caucuses to facilitate effective negotiations. Either party may call for caucuses at its discretion.

i. Impasse procedures: If either party alleges that it is not obligated to bargain on a particular matter, the-parties will first discuss whether or not the parties may likely reach agreement otherwise. If so and if possible, the parties will explore alternative language which will achieve the purpose of the proposal and will not render the phrasing outside the scope of bargaining. Should

LOCAL MID-TERM BARGAINING
ARTICLE 5-01

agreement not be likely in either case, each party will decide what recourse it shall decide to pursue.

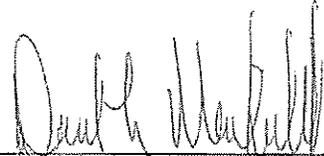
4. Any agreement reached will not become effective until the soonest of 30 days or specific written approval from DLA-J1 and AFGE Council 169.

This constitutes the full understanding of the parties.



DAVID ANDREWS
Chief Negotiator
DRMS Vice President
AFGE Council 169

DATED: 29 Apr 08



DAVID MANSFIELD
Chief Negotiator
Representing DRMS HQ
located at the HDI Federal
Center, Battle Creek, MI

DATED: 29 April 2008

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FOR DRMS CONUS FIELD ACTIVITIES AND GUAM
(Excluding the DRMS HQ at Battle Creek, MI and DRMO Hawaii)**

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DATED: 30 April 2008

**LOCAL REASSIGNMENTS, DETAILS, AND LOANS
ARTICLE 29-01**

1. The Employer shall notify the AFGE Council 169 Local (of the union representative), of any proposed detail of any **union representative** prior to the proposed effective date. Normally, the union local will be notified no less than fifteen (15) workdays of the proposed effective date.
2. Reassignment – hardships:
 - a. In accordance with the 2007 Master Labor Agreement, Article 29, Section 2.G, the Employee will submit written justification to the Employer stating why the reassignment would cause a hardship or not being reassigned would cause a hardship. The Employer will review the request with the Employee within five (5) workdays and provide a written response (approval or denial) normally within twenty (20) additional workdays following the discussion. If the employee's request is denied, such decision shall provide written justification as to why the employee's request cannot be approved. If a decision cannot be rendered within the specified timeframe, the Employer will submit a request to the AFGE Council 169 Local for an extension.
3. Details:
 - a. When the Employer determines the need for a detail of more than thirty (30) calendar days, they may request volunteers as follows:
 1. Employees shall be notified by electronic and/or paper postings.
 2. Normally, the notifications will be posted for five (5) workdays in order to permit interested employees to respond. A written notification of interest will be submitted.
 3. All qualified employees who submit a timely written notification of interest will be considered.

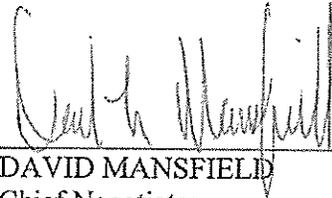
LOCAL REASSIGNMENTS, DETAILS, AND LOANS
ARTICLE 29-01

4. Should the Employer choose to select volunteers, the employer has the sole discretion to (1) determine the area(s) from which volunteers will be sought, (2) determine the knowledge, skills, abilities and other characteristics required for the position(s), and (3) assess the qualifications of the volunteers. In the event the Employer has solicited volunteers and finds a tie-breaker is needed to select from among identically qualified volunteers, the employees' Service Computation Date (SCD) will be used.
- b. Details of thirty (30) calendar days or less will be based on selection of the Employer.

Loans - The parties agree that procedures for details will be used in place of loans. This constitutes the full understanding of the parties.



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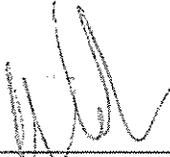
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DATED: 29 April 2008

**REDUCTION - IN - FORCE (RIF) PROCEDURES
ARTICLE 31-01**

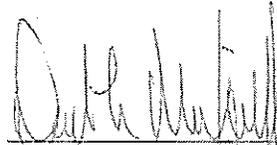
1. The Employer shall provide for official time, travel and per diem for one union representative for each DRMO site up to a maximum of three (3) union officials to be present during the RIF assignment process.
2. The commuting area will be as determined by the responsible servicing personnel office.

This constitutes the full understanding of the parties.



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DRMS Vice President
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