



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

J-13

August 14, 2015

MEMORANDUM FOR COLONEL KENTON RUTHARDT AND MR. TERRY DAY, CHIEF
NEGOTIATORS AT DLA OKLAHOMA CITY, OKLAHOMA

SUBJECT: Locally Negotiated Agreement for Article 21, Overtime, between the Defense Logistics Agency (DLA) Oklahoma City, Oklahoma and the American Federation of Government Employees (AFGE) Local 916

The subject local agreement (attached), executed on July 23, 2015, has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between DLA and AFGE Council 169.

The local agreement is approved.

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

A handwritten signature in blue ink, appearing to read "D. Roberts", is positioned above the typed name.

DARRYL E. ROBERTS
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:
Mr. Frank Reinti, AFGE Council 169

DLA OKLAHOMA CITY & AFGE COUNCIL 169 LOCAL 916
LOCAL AGREEMENTS
ARTICLE 21
OVERTIME

SECTION 2B. OVERTIME PROCEDURES

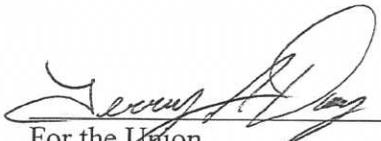
1. Overtime assignments, regardless of duration, shall be distributed among qualified employees fairly, equitably and as equally as practicable, when the need for overtime arises. Overtime will be assigned on a rotational basis except in cases of bona fide emergencies or unexpected situations which require the Employer to hold employees over or call employees in to work without resorting to a rotation roster. Employees held over will not be considered to have worked their rotation and may be offered overtime at the next scheduled opportunity, depending on the rotation.
2. A separate mandatory/voluntary overtime roster (See Appendix) will be established and maintained for each work area/center which will include the name of each area employee in seniority order according to service computation date (SCD), title, series, and grade. These rosters will be continued to the next overtime roster and started where left off on the previous overtime roster and maintained for 6 months or until exhausted and all grievances are settled.
3. Work Area/Center-Is defined by the employee doing the work (to be preferred on overtime) regularly during the day.
4. The Employer agrees to make all efforts to minimize employee inconvenience when overtime is scheduled or cancelled on short notice. In the event questions arise as to the reasons for overtime of the above nature, the Employer agrees to discuss the reasons and action taken with the Union in order to promote better understanding and to keep such instances to a minimum. The determination of who will work overtime however rests with the supervisor who will consider all aspects of the work situation.
5. 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.
6. When an employee is scheduled to work overtime, they are expected to be present on the scheduled day and time. Normally overtime will be scheduled in advance based on workload. An employee may cancel their voluntary overtime 24 hours in advance and if a volunteer cannot be found the employee who volunteered will be mandated to work, unless the supervisor excuses the employee or there is sufficient justification for the declination.
7. Employees will be given a fifteen (15) minute break which includes personal cleanup time prior to the end of the regular shift when working overtime. A fifteen (15) minute break will be granted for every two (2) hours worked thereafter. If an employee works one hour or less beyond the regular shift, the employee is not entitled to a break.

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8. Except in emergency situations, the Employer agrees to make every effort possible to notify qualified and available employees at least twenty-four (24) hours in advance prior to being directed to work overtime. This time limitation and distribution procedure does not apply in the event of emergency or unexpected overtime requirements. Upon request, a qualified employee will be excused from an overtime assignment provided another qualified employee is available for and willing to work the overtime. An employee, so excused, will be considered as having worked for the purpose of determining equitable distribution of overtime. In the event other qualified employees within the work center organizational code are not willing to work overtime, the Employer will attempt to obtain qualified employees from another work center/organizational code that have qualified employees. Absent sufficient, volunteers within the work center/organization, and/or lack of qualified volunteers from another work center/organization, the Employer may require available and qualified employees to work on the basis of inverse seniority each time.
9. The employer agrees to have available the overtime roster at the employee or unions request.
10. Employees shall receive at least two (2) hours pay at the applicable overtime rate if they are called back to work on an overtime basis outside of their scheduled hours of work and cannot be utilized for the full two (2) hours.
11. Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty, or desirability to organization.
12. In the case of violations of the Article, the employee deprived of overtime will be paid overtime in accordance with the Back Pay Act the same as if they had worked it, as a resolution or partial resolution to the grievance.
13. When an employee has been detailed/loaned to the same organization in excess of thirty (30) consecutive days the employee will be removed from the overtime rosters of their assigned organization on the 31st day and placed in the appropriate spot on the overtime roster of the organization to which loaned or detailed. Upon return to the permanently assigned organizations, employee's names will be added back to their permanently assigned roster.


For Management 7/23/15


For the Union 7-23-15

