



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
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J-13

March 9, 2017

MEMORANDUM FOR MR. CHON JUNG AND MR. DONALD SCHULZE, CHIEF
NEGOTIATORS AT DLA, COLUMBUS, OH

SUBJECT: Locally Negotiated Agreement for Article 21, Overtime Assignments, between the
Defense Logistics Agency (DLA), Columbus, OH, and the American Federation of Government
Employees (AFGE) Local 1148

The subject local agreement dated January 24, 2017 and attached to this memorandum
has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between
DLA and AFGE Council 169. The agreement is conditionally approved based on the following
interpretation.

Under Section C, the parties negotiated a provision that provides procedures for assigning
overtime to employees. These procedures are approved with the understanding that management
is not precluded from assigning overtime to **non-bargaining unit employees** (e.g. supervisors,
managers, military personnel, etc.), regardless of whether bargaining unit employees typically
perform the type of work or such work is ordinarily performed within a particular work unit.

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

A handwritten signature in black 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 COLUMBUS AND AFGE LOCAL 1148

LOCAL AGREEMENT

Article 21 - Overtime Assignments

SECTION A. This Agreement is under the terms of the DLA-AFGE Master Labor Agreement, Article 21, Sections 1, 2, and 5. The Agreement supersedes the former November 30, 2009 Locally Negotiated Operating Procedure.

SECTION B. The parties agree that where overtime work can be directly identified as requiring specific skills or belonging to the job duties of an employee in a specific technical/administrative position, the overtime may be granted directly to the employee. Management maintains the right to determine the qualifications needed to perform the work. Upon request, management will explain the qualifications required for the overtime. If management does not exercise its discretion to directly assign an employee overtime work using this procedure, it will follow the procedures in Section C.

SECTION C. For positions for which job duties and assignments are determined to be interchangeable among qualified employees, the parties agree that overtime will be distributed among employees within the same job classification and grade and/or within the same basic work/organization unit, as appropriate. In such instances, overtime will be offered to employees in accordance with an overtime list as follows:

1. A posted overtime list will be maintained which will be composed of the employees of the same job classification and grade and/or in the same basic work/organizational unit, whichever is applicable. Names on the list will be ranked from top to bottom by employee service computation date, with the most senior names first. Any employee turning down overtime will be bypassed. Management reserves the discretion to pass over any employee on the list whose work performance is not currently meeting performance standards at the fully successful level, regardless of the rating of record on file.

2. If an employee has been passed over for overtime, the supervisor will explain the basis for omission from overtime. If an employee who has been passed over for overtime improves his/her performance to a satisfactory level, he/she will promptly be eligible for overtime in accordance with the procedure stated above.

3. In the event time is limited or an insufficient number of volunteers are obtained, the Employer will exercise its prerogative to assign overtime. However,

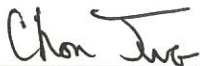
an employee on excused leave, or his/her regular day off will maintain his/her position on the list.

SECTION D. The fact an employee used annual leave or sick leave during a pay period will not be sufficient cause to exclude him/her from working overtime during that same pay period.

SECTION E. Holiday work will be offered/assigned in accordance with the overtime provisions of Section C of this article. If there are insufficient volunteers, employees will be assigned in reverse (from bottom to top) rotational order by service computation date from the holiday roster.

For the Union:

For the Employer:



CHON JUNG
Chief Negotiator
AFGE



DONALD SCHULZE
Chief Negotiator
DLA Columbus

Date 24 JAN '17

Date 24 Jan 17