



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

MAR 18 2010

IN REPLY  
REFER TO J-13

MEMORANDUM FOR MR. SEAN EDWARDS AND MR. ANTHONY SIMPSON,  
CHIEF NEGOTIATORS FOR DEFENSE LOGISTICS  
AGENCY ENTERPRISE SUPPORT, SAN JOAQUIN, CA

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 20  
(Hours of Work), 20A, 20E, 21, 21B, and 25

The subject LOCNOPS, some dated February 19, 2010, and others dated February 22, 2010, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between the Defense Logistics Agency (DLA) and American Federation of Government Employees (AFGE) Council 169. Article 20, Hours of Work; Article 20A, Regular Day Off; Article 21, Overtime; and Article 21B, Mandatory Overtime, are hereby approved by both DLA Headquarters and AFGE Council 169.

Article 20, Hours of Work, is approved with the understanding that the last sentence is not applicable because there is no section 2 in the article. Also, since Section 1(b) refers to Section 1(a), the section above 1(b) should be labeled as "a."

Article 20E, Mutual Aid, Strike Team, and Arson Task Force, is approved with the understanding that there is no document between the parties titled "AFGE Local 1546 Master Labor Agreement," so it is understood that the language in Section 2 applies to the DLA-AFGE Council 169 MLA.

Article 25, Sick Leave, is approved with the understanding that there is no document between the parties titled "AFGE Local 1546 Master Labor Agreement," so it is understood that the introductory sentence applies to the DLA-AFGE Council 169 MLA.

If there are any questions on this matter, please contact me at (703) 767-6412 or DSN 427-6412.

PAMELA S. MOLLOY  
Staff Director  
Labor and Employee Relations  
Human Resources

cc:  
Mr. Frank Rienti, AFGE Council 169

## ARTICLE 20

### HOURS OF WORK

Section 1. The EMPLOYER, in accordance with DDJC and other applicable regulations, will make known the tour of duty. The present work schedule (tour of duty) for firefighters and lead firefighters is three forty-eight hour tours of duty in a pay period.

For the purpose of this AGREEMENT actual work and sleep time status is defined as follows;

A bargaining unit member is performing actual work when inspecting and maintaining fire apparatus and fire department equipment. As well as inspecting buildings and areas, giving and receiving job related training, being present at meeting and formal gatherings, being present at hot work and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports, records, pre-fire plans, suppressing fires, and conducting operations connected therewith, housekeeping, physical fitness, monitoring the work of others, and performing other job related duties assigned by the employer.

- b) For the purpose of this AGREEMENT, an employee is in sleep time status only at times when he/she is not required to perform actual work as described in section 1a and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits. The employer agrees to guard against scheduling 'actual work' or make work activities during the employees sleep time status.

In accordance with this article, section 2, time shall be made up for activities lasting into or beyond the morning break and or lunch.

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**ARTICLE 20A**  
**REGULAR DAY OFF (RDO)**

Fire Department personnel work rotating shifts with one day being a regular day off each week (RDO) for a total of seven RDO's. Each unit member is assigned a RDO by their service comp date (SCD).

**Section 1.** The Employer shall inform all employees in the unit of any RDO left vacant or open and establish a list of those interested in the vacated/open RDO.

**Section 2.** Employees will notify their on duty supervisor in writing of the interest for the vacated/open RDO.

**Section 3.** The Employer will select the most senior employee, according to service comp date, from the list of employees interested in the vacated/open RDO. The most senior employee will receive that RDO.

**Section 4.** The Employer agrees that before new employees are given their RDO, current employees will be allowed to bid for any open or vacant RDO or any RDO that will be stacked with two or more employees.

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ARTICLE 20E

MUTUAL AID, STRIKE TEAM, AND ARSON TASK FORCE

Section (1) a strike team will be comprised of volunteers, from the on duty crew, who have agreed to respond to out- of county alarms. Local in-county alarms will be considered as a provision of the Mutual Aid Agreements.

Section (2) **Qualified** fire department employees will be allowed to be a part of and participate in local county or state arson task forces and receive training under a Mutual Aid Agreement. Time for training or responses for strike team, and arson task force will be compensated with compensatory time/overtime in accordance with Article 21 of the AFGE LOCAL 1546 MASTER LABOR AGREEMENT and this supplemental.

Section (3) **Qualified** employees volunteering for strike team /arson task force responses will be rotated to allow other employees the opportunity.

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