



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

IN REPLY
REFER TO

MAR 28 2008

J-13

MEMORANDUM FOR MR. ED VISKER, MS. LAURIE OSBORNE,
AND MS. PAT EDGERTON, CHIEF NEGOTIATORS AT
DEFENSE DISTRIBUTION CENTER HEADQUARTERS
AND DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA
PENNSYLVANIA

SUBJECT: Locally Negotiated Operating Procedure (LOCNOP) for Article 21
between Defense Distribution Center Headquarters and Defense Distribution
Depot Susquehanna Pennsylvania, and the American Federation of
Government Employees (AFGE), Locals 1156 and 2004

The subject LOCNOP (attached), dated March 6, 2008, has been reviewed
pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between the
Defense Logistics Agency (DLA) and AFGE Council 169. The LOCNOP is approved
this date by DLA Headquarters and AFGE Council 169, as all the problems in the earlier
version that we disapproved on February 1, 2008 have been remedied.

If there are any questions on this matter, Mr. Neil Glenicki may be reached at (703)
767-3404 or DSN 427-3404.

KAREN D. HILLIARD
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:
Ms. Judi Bitner, DHRC-N
Mr. Frank Rienti, AFGE Council 169



LOCNOP – Article 21 Overtime Assignments

SECTION 1. GENERAL – This Locally Negotiated Operating Procedure supplements the Defense Logistics Agency / American Federation of Government Employees Council 169 Master Labor Agreement, dated April 2007, Article 21 – Overtime Assignments.

SECTION 2. SCHEDULING AND APPROVAL OF OVERTIME

VOLUNTARY OVERTIME

- A. The Employer will make every effort to notify Employees of scheduled overtime at least two days in advance of the overtime to be worked.
- B. During periods of limited voluntary overtime, each first line supervisor or his/her designee will maintain a roster of his/her direct reports by Title / Series / Grade in SCD order. The DDSP Overtime Tracking software will be used to track actual and artificial hours (tracking all hours worked / offered). At the beginning of each calendar year, the 1st line supervisor or his/her designee will prepare a new roster and all Employees will start out with a zero balance. All eligible shifts working in the area to host overtime work will be given equitable consideration. Sign up sheets will be posted as soon as the overtime requirement is identified.
- C. Selection of Employees for limited voluntary overtime / compensatory time shall be accomplished according to the following sequence:
1. Where the overtime duties can be specifically identified as requiring specific skills or belonging to the job duties of particular individuals (e.g. hybrid lift mechanics, IT specialists), the overtime may be given directly to individuals, regardless of the number of hours other Employees have worked.
 2. Where the overtime duties cannot be specifically identified as belonging to the job duties of particular individuals (e.g. DPWs, Materiel Handlers), and adequate planning time is available prior to the overtime, volunteers for overtime will be considered as follows:
 - a. If overtime is to follow the tour of duty, the Employer will not be obligated to contact Employees of the required title, series and grade (T/S/G) for voluntary overtime while the Employee is in a non-duty status (e.g. annual leave, RDO). Volunteers will be sought from Employees in a duty status of the appropriate T/S/G assigned to the area where the overtime work is to be performed. When an Employee in a duty status elects not to work overtime, the Employee will be credited with "artificial hours" (i.e. hours offered but not worked).

- b. The Employer will contact eligible Employees of the required T/S/G for voluntary overtime who is on their RDO and who have indicated availability. Where an Employee cannot be contacted, the Employee will not be credited with artificial hours.
- c. Solicitation hierarchy for contacting eligible Employees for voluntary overtime during periods of limited overtime is as follows:
 - i. All qualified by T/S/G within 1st line supervisor's area of responsibility (rostered)
 - ii. All qualified by T/S/G within 2nd line supervisor's area of responsibility (rostered)
 - iii. All qualified w/in 1st line supervisor's area of responsibility (rostered)
 - iv. All qualified w/in the host division (local site)
 - v. All qualified w/in DDSP (local site)
 - vi. All qualified w/in DDSP

Note 1 – Hierarchy is subject to revision upon reorganization.

Note 2 -- The Employer will adhere to DoD Position Classification Principles.

Note 3 -- Intent of solicitation sequence – remain close to target grade to the maximum extend practicable.

Note 4 – In the event of a tie on the roster in hours (worked / offered) and SCD, the tie breaker will be alphabetical order by last name, first name, and middle initial.

- 3. When overtime is scheduled to be worked during what would be considered to be the normal duty hours of an area, but on a weekend, the overtime will be broken down and offered in increments of a daily basis. For example – overtime offers to be worked both Saturday and Sunday will be made to eligible Employees for Saturday first and then for Sunday, not for both days at once.
- 4. If an Employee departs / enters a work unit (permanently or for a period of at least 30 days), they will be transferred in the system to the appropriate 1st line supervisor or be removed from the system as appropriate. At that time the Employee will be assigned a numerical total equal to the average of all Employees on the list (i.e. OT hours offered / worked).
- 5. On an RDO, Employees may sign up for limited voluntary overtime in increments of 4/5 (shift start to lunch break), 8 or 10 hours. Artificial hours will be charged to the Employee for the unfulfilled hours of the overtime offer.

MANDATORY OVERTIME (MOT)

When mandatory overtime is deemed necessary, the below procedures, in addition to MLA requirements will be followed...

A. Notification

1. Management will make every effort to determine mandatory overtime requirements and notify Employees as early as possible (target - 48-72 hours in advance). It is understood that emergency mission requirements are unpredictable.
2. Notification to affected Employees and supporting organizations will be posted on bulletin boards and via emails and announced at set up meetings.
3. To the extent possible and equitable, shift integrity will be maintained in making MOT assignments.
4. Employees who refuse to report for directed overtime may be subject to formal disciplinary action.

B. Requests to Be Excused from Mandatory Overtime

1. Upon notification of mandatory overtime, Employees may submit a request to be excused along with appropriate backup documentation to their first line supervisor. The supervisor will provide the Employee with a return copy of the request within 24 hours, including the decision and information as to whether a make-up day is required.
2. Consideration will be given to Employee circumstances to include: short notification; changing days of MOT; personal hardship.
3. An Employee on approved leave for his/her administrative workweek will normally be liberally excused from MOT work on the established RDOs immediately before or after the scheduled leave.

C. Call-Off Procedures -- In the event of unforeseen circumstances impacting an Employee's ability to perform scheduled MOT – standard call-off procedures will be followed. See LOCNOP for Articles 24 and 25.

SECTION 3. CALL BACK OVERTIME WORK – per MLA.

SECTION 4. ON CALL OVERTIME

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1. For persons in an "on-call overtime" status, the period of "on-call" will be specified in advance, to the extent possible.
2. An "on-call" Employee will be paid from the time an Employee actually arrives on site until the project / event / task is completed.
3. A minimum of 2 hours will be paid to an Employee called in.

SECTION 5. BEEPERS

1. Procedures per MLA and "on-call" provisions above.
2. A government beeper / mobile phone may be made available for Employees in an "on-call" status.
3. An "on-call" Employee may offer his/her mobile phone number in lieu of carrying a beeper as the means for making contact.

SECTION 6. LOCAL AGREEMENTS AND PROCESS SUPPLEMENTS

A. Safety - Normally Employees will not be permitted to work more than 12 hours (regular and overtime hours) for a single tour of duty. Every effort will be made to ensure a minimum of 8 hours of non-duty time in between tours of duty. The parties acknowledge that in some circumstances, mission requirements may not allow these principles to be followed.

B. Eligibility / Ineligibility

1. Use of scheduled leave during an Employees normal duty hours does not preclude the individual from working overtime that day.
2. Employees are ineligible to work voluntary overtime during any workday when four (4) or more hours of unscheduled leave is charged, unless medical certification or other reasons acceptable to the Employer are presented.
3. During periods of limited overtime, light duty Employees may be excluded due to mission requirements. Employees on light duty will generally be allowed to work overtime IF performing the same duties that the Employees perform in their light duty assignment.
4. Qualification – Employees are ineligible for voluntary overtime consideration if they are on a formal Performance Improvement Plan (PIP).

C. Documentation –

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1. The Employer is responsible for maintaining proper controls and records of overtime usage.
2. The overtime rosters (record) will be posted on the official bulletin boards and annotated as overtime is worked.

D. Determination of Overtime / Compensation Time -- Reference -- 5 CFR, Part 551, Subpart E.

1. An Employee may elect to receive compensatory time instead of overtime if the overtime meets the definition of occasional and irregular.
2. Occasional and irregular is defined as overtime that is scheduled within the same administrative workweek (Sunday thru Saturday).

Examples --

- a. If the Employer tells an Employee on Thursday that they are working overtime on Saturday, the Employee can elect to receive compensatory time instead of overtime.
- b. If the Employer tells an Employee on Thursday that they are working overtime next week or anytime in the future after this coming Saturday, then the overtime is considered scheduled in advance of the administrative workweek and therefore the Employee has no entitlement to elect compensatory time instead of overtime.

E. Termination of Overtime / Compensatory Time --

1. If during overtime duty Employees request to be released and the Employer agrees or if the Employer determines that additional overtime is not required, the Employer will release Employees from duty. Employees who volunteer for overtime and who are involuntarily released by the Employer will be released in reverse order in which they were selected.
2. Overtime pay will be based on the actual overtime hours worked except when Employees are required to report from a non-duty status without advance notice. In such a case overtime pay will be based on a minimum two (2) hour overtime period.

F. Failure to Report for Overtime --

1. Employees who fail to report for voluntary overtime after they have signed up for the overtime and have been selected to work shall not be considered for voluntary overtime for the period of 28 days unless the Employee is in compliance with established call off procedures. For future scheduling purposes, the Employee will be credited with the "artificial hours" the Employee could have worked during the 28 day period; however, the Employee will not be permitted to work the overtime. See

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LOCNOP for Articles 24 and 25 for call off procedures. Employees under the above restrictions will remain subject to mandatory overtime.

2. Employees who remove themselves from a published overtime roster after being selected for overtime will be cautioned regarding the impact on mission, production and on fellow Employees. Repeat offenders will be subject to the 28-day rule above.

G. Breaks / Rest Periods –

1. Employees working a full shift on overtime will follow the established break schedule for that shift.
2. For end of shift overtime, Employees will be given a fifteen (15) minute break which includes personal cleanup prior to the end of their regular shift and a fifteen (15) minute break every two (2) hours thereafter.
3. For before shift overtime, Employees will be given a fifteen (15) minute break for each two hour increment worked. Where possible the break will be given in conjunction with normal shift change / set up meeting.

H. Overtime - Police Officers – To be negotiated separately under the provisions of Article 44.



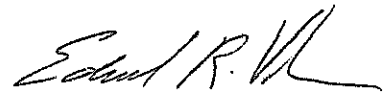
LAURIE J. OSBORNE
President AFGE Local 2004

6 March 2008



PAT EDGERTON
VP AFGE Local 1156

6 March 2008



EDWARD R. VISKER
Deputy Commander,
DDSP

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