



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

IN REPLY  
REFER TO  
J-13

DEC 19 2008

MEMORANDUM FOR MR. JOHN M. CARROLL AND MR. WILLIAM J. LEMOS,  
CHIEF NEGOTIATORS FOR DEFENSE DISTRIBUTION  
DEPOT, SAN JOAQUIN (DDJC)

SUBJECT: Locally Negotiated Operating Procedure (LOCNOP) for Article 21 between  
DDJC and American Federation Government Employees (AFGE)  
Local 1546

The subject LOCNOP dated December 18, 2008, has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between the Defense Logistics Agency (DLA) and AFGE Council 169. The subject LOCNOP is 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 Relations  
Human Resources

Attachment

cc:  
Mr. Frank Rienti, AFGE Council 169



LOCALLY NEGOTIATED OPERATING PROCEDURES

ARTICLE 21, Overtime Assignments

SECTION 2B. OVERTIME PROCEDURES

- A. Overtime assignments, regardless of duration, shall be distributed fairly, equitably and as equally as practicable when the need for overtime arises. Distribution shall be among qualified employees as available in their particular job classification, assigned to the lowest supervisory or work crew level responsible for accomplishing the work for which overtime is required. 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.
- B. An overtime roster 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. The roster will be posted in clear view, so employees and the Union representatives will be allowed to review said rosters upon request.
- C. 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.

When the supervisor anticipates the need for overtime for second shift employees, overtime will be solicited on a tentative basis using the overtime roster. Tentative overtime is defined as overtime that cannot be determined or approved in advance due to unforeseen circumstances. The employees will call the point of contact between one (1) to three (3) hours prior to the start of the tentative overtime, to determine if overtime has been approved. This procedure will not be used to circumvent the normal procedures used for solicitation of overtime. This procedure may be expanded by mutual agreement of the parties. If agreement is reached to expand the procedure, this provision of the LOCNOP will be reopened.

- E. 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.
- F. When an employee is scheduled to work overtime, they are expected to be present on the scheduled day and time.
- G. Normally overtime will be scheduled in advance based on workload. 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 an emergency or unexpected overtime requirement. In the event an emergency situation arises precluding the employee from working, the employee will notify the supervisor as early as possible, but, not later than 2 hours after the designating starting time.
- H. 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. Employees working more than four (4) hours overtime will take lunch and break times as normally scheduled in the area where the overtime is being worked.
- I. 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, employer may require available and qualified employees to work on the basis of inverse seniority each time.
- J. Employees who volunteer for overtime, for a specified number of overtime hours, may be required to work in any assignment within the organization for which they volunteered. If the need arises, employees may be given the

opportunity to work other assignments, in other organizations, in order to complete the hours for which they volunteered.

- K. The Employer will make reasonable effort to secure rides for employees who do not have transportation to their home because of required overtime for which they had no opportunity to plan.
- L. The Employer agrees to maintain and post an accurate record of overtime offered and worked.
- M. Employees shall receive at least two (2) hours pay at the applicable overtime rate if they are called back/scheduled to work on an overtime basis outside of their scheduled hours of work and cannot be utilized for the full two (2) hours.

Refusal to work voluntary overtime will not reflect unfavorably on an employee's good standing, performance, promotion, loyalty or desirability to the organization.

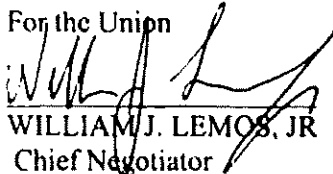
In the case of violations of the Article, the employee deprived of overtime will be paid overtime in accordance with the Back Pay Act the same as if he had worked it, as a resolution or partial resolution to the grievance.

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 31<sup>st</sup> day and placed in the appropriate spot on the overtime roster of the organization to which loaned or detailed. Upon return to their permanently assigned organizations, employee's names will be added back to their permanently assigned roster.

#### SECTION 5.BEEPERS

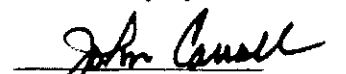
- A. Both parties agree that it is not necessary for employees to carry beepers outside of normal work hours. If the requirement to carry a beeper changes, the Union will be notified and this provision will be reopened.

For the Union

  
WILLIAM J. LEMOS, JR.  
Chief Negotiator

12-18-08

For the Employer

  
JOHN CARROLL  
Chief Negotiator

12/18/08