



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

IN REPLY  
REFER TO J-13

MAY 9 2008

MEMORANDUM FOR MR. DAVID MANSFIELD AND MR. DAVID ANDREWS, CHIEF  
NEGOTIATORS FOR DEFENSE REUTILIZATION AND  
MARKETING SERVICE (DRMS) FIELD ACTIVITIES

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 15, 21, 22 and  
30 between DRMS Field Activities and the American Federation of Government  
Employees (AFGE) Council 169

The subject LOCNOPS dated April 29, 2008, and May 1, 2008, have 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 LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169. The first sentence of Paragraph 2 of Article 22 is approved with the understanding that employees in a non-pay status on the days immediately before and after the day the office is closed will not be granted administrative leave as outlined in the MLA.

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 Relation  
Human Resources

Attachment

cc:

Mr. Frank Rienti, AFGE Council 169



**LOCALLY NEGOTIATED OPERATING PROCEDURE  
FOR DRMS CONUS FIELD ACTIVITIES AND GUAM  
(Excluding the DRMS HQ at Battle Creek, MI and DRMO Hawaii)**

This LOCNOP supersedes all previous policies, guidance, past practices or agreements on this subject. Any new or modified policies or guidance that the Employer intends to issue will first be negotiated with AFGE Council 169 representing the Defense Reutilization and Marketing Services Field Offices (collectively), prior to implementation.

**DATED: 29 April 2008**

**LOCAL SAFETY AND HEALTH  
ARTICLE 15-01**

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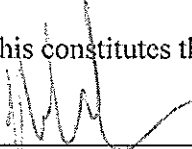
**Section 1: Protective Clothing, Equipment and Tools:**

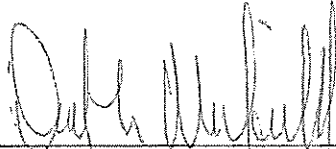
- a. Upon assignment and/or notification of related duties, the Employer shall furnish IAW 2007 MLA to the employee all proper personal protective equipment (PPE). If/when PPE is to be required by First Responders and the Fire Marshall, if applicable, it shall be provided at no expense to the employee.
- b. The Employer shall also provide proper PPE IAW 2007 MLA to local employees and employees that travel to sites that require such equipment. This includes items such as hazmat gear, e.g., gas masks, etc., and other such safety equipment/gear, based upon the mission and duties to be performed.
- c. Efforts by the employer/employee to procure required equipment/gear will be performed on duty time using approved financial processes (and subject to the requirements of the DLA one book). Under no circumstances will employees be directed by management to personally fund the purchase of safety equipment.

**Section 2: Heat Stress and Cold Weather Policy:**

- a. The Employer shall avoid, to the greatest extent possible, holding any emergency practice drills during extreme heat, cold or inclement weather that would require the employee to be in such weather.
- b. Employees who work in areas that are temporarily too cold or hot (due to facility issues/mechanical failures/OSHA recommendations and/or guidance provided by host sites) may be relocated to another area that is suitable to their physical needs.

This constitutes the full understanding of the parties.

  
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DAVID ANDREWS  
Chief Negotiator  
DRMS Vice President  
AFGE Council 169

  
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DAVID MANSFIELD  
Chief Negotiator  
Representing DRMS HQ  
located at the HDI Federal  
Center, Battle Creek, MI

DATED: 29 Apr 08

DATED: 29 April 2008

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**DATED: 01 May 2008**

**LOCAL OVERTIME ASSIGNMENTS  
ARTICLE 21-01**

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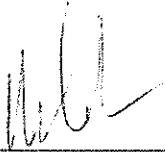
1. The Employer shall determine the need for overtime.
  - a. Overtime tasks will normally be performed by those employees who perform them on regular duty time. When overtime is required in conjunction with a project, it will normally be performed by the employees working on that project.
  - b. When site-wide mandatory overtime is required, it will be applied to all employees of the functional element first (DRMO/CDC/CPC), then may be applied to other co-located elements as necessary.
  - c. Per the MLA, volunteers will first be solicited from a pool of qualified employees (qualifications as determined by the management official). The Employer will ensure that taskings are offered on a fair and equitable basis. In the event of conflicts/ties, SCD will be used to determine assignment (highest to lowest).
  - d. If there are fewer volunteers than needed, selection shall be based on inverse SCD seniority (lowest SCD to highest). The Employer will ensure that taskings are assigned on a fair and equitable basis. In the event of conflicts/ties, SCD will be used to determine assignment (lowest to highest).
  
2. Employees carrying a Government issued communication device (beeper, etc) will be compensated for time worked (a minimum of 15 minutes is guaranteed). If employees volunteer to carry an electronic communications device (beeper, etc) it shall in no way constitute an agreement to restrict their movement.
  
3. The Employer shall schedule and approve overtime using DRMS Form 73.
  
4. Employees working overtime after working 8 regular hours will be given the opportunity to take an unpaid meal break of a minimum of thirty (30) minutes.
  
5. Employees may work overtime even if they have used leave during the pay period. This includes employees who have taken credit time in lieu of leave.

**LOCAL OVERTIME ASSIGNMENTS  
ARTICLE 21-01**

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6. Employees working overtime in excess of six hours will be given the opportunity for an unpaid 30 minute break.

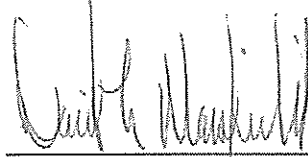
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DAVID ANDREWS  
Chief Negotiator  
DRMS Vice President  
AFGE Council 169

DATED: 1 May 08



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DAVID MANSFIELD  
Chief Negotiator  
Representing DRMS HQ  
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DATED: 01 May 2008

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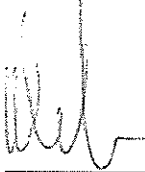
**DATED: 29 April 2008**

**LOCAL ADMINISTRATIVE LEAVE  
ARTICLE 22-01**

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1. Building Closure/Delayed Opening – If it becomes necessary to close the DRMO site/building or delay opening of same, the Employer will notify the employees via public announcements on the radio, television stations, in accordance with host policy.
2. Excused absence shall be given to employees not on scheduled leave from the standard tour of duty start time until the time designated by the employer/host for all employees to report to duty. Employees are not to report to duty/start work prior to the time specified by the employer/host. If a specific time is not set and management later wants employees to report for duty, a reasonable time for travel shall be allowed, based on individual circumstances, for the employees to report.
3. Mission critical personnel will follow specific instructions in the announcement(s), as provided in paragraph 1 above.

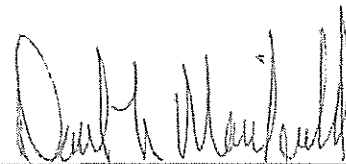
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DAVID ANDREWS  
Chief Negotiator  
DRMS Vice President  
AFGE Council 169

DATED: 29 Apr 08



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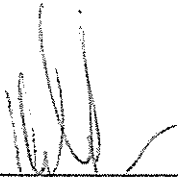
**DATED: 29 April 2008**

**LOCAL REORGANIZATIONS  
ARTICLE 30-01**

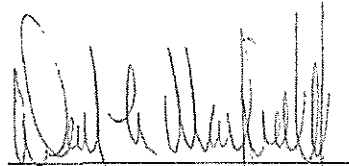
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1. The Employer will notify the President of AFGE Council Local of any shift realignment associated with reorganization. The Employer shall provide the notification at the same time it provides the draft general order.
2. Employees impacted by shift realignment shall be given the opportunity to request reassignment based on hardship.
3. Employees will be allowed to volunteer for the shift they prefer. If more than one equally qualified employee volunteers for a shift, the highest ranking employee by service comp date will get the shift.

This constitutes the full understanding of the parties.



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