



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

IN REPLY
REFER TOJ-13

NOV 6 2008

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

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 6, 13, 24,
and 25 between DRMS Field Activities and American Federation of
Government Employees (AFGE)

The subject LOCNOPS dated November 4, 2008, have 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 subject LOCNOPS are 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 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: 04 November 2008


**LOCAL USE OF FACILITIES AND SERVICES
ARTICLE 6-01**

Section 1. Use by Union.

1. The Employer agrees to allow the union use of facilities appropriate to for the conduct of employee representation as needed and upon request.
2. The Employer shall provide access to computer hardware, software, maintenance and printers comparable to the general workforce and technical support for such equipment, hardware and software.
3. The Employer shall agree to post notice of Union meetings and other Union pertinent events using available means (group email addresses links, etc).
4. The President or Executive Vice President (EVP) of AFGE Council Locals may submit items of general information for posting, through Labor Relations, on electronic notification system(s). These items must be of general interest to the workforce and cannot contain lobbying efforts, solicitation of membership, or other material designed to encourage union membership. Such requests must include contact information to assist in the forwarding of approved requests.

Section 2. Use by Employees.

1. Parking: Parking to be provided, at no expense to the employee.
2. Smoking: Authorized smoking areas will be designated for employees, which may be controlled by the host. In situations not controlled by the host, Smoking shall be permitted only in the areas/facilities and shelters designated. As required, DRMS will provide required resources to support designated smoking areas (shelter, ash can, etc).
3. Janitorial requirements: Bargaining unit employees will not be specifically singled out to perform janitorial tasks unless these requirements are not otherwise covered by contract/ISSA, and if so, fair distribution will be a consideration when management assigns janitorial work to bargaining unit employees.
4. Fitness Center (owned by Host Locations and used IAW guidance provided):
Use by employees assigned to Emergency Essential (EE) positions is authorized in accordance with paragraph 7 of DLA HQ (J-1)/AFGE Council 169 EE Memorandum of Agreement, dated March 21, 2007.



LOCAL USE OF FACILITIES AND SERVICES
ARTICLE 6-01

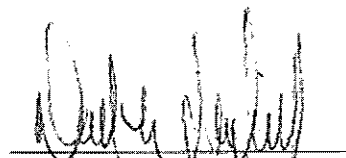
5. Space Heaters/Fans: The Employer shall provide space heaters/fans when the employee's health dictates or reasonable temperatures cannot be maintained (IAW host installation policy). If required, the Employer will attest to the medically required need but shall not forward employee's associated medical documentation as part of the request.
6. Appliances:
 - a. The Employer will allow coffee makers, microwave ovens, etc. They are to be confined to kitchen areas. In those areas that do not have kitchens, the Employer will allow mess areas for the centralization of those appliances.
 - b. Appliances will be disallowed if they do not bear the label of Underwriter's Laboratory; an appliance uses or produces an open flame, or is visibly defective.
 - c. Appliances will be turned off prior to close of business each day.
 - d. Employer shall provide sufficient service capacity to handle additional load requirements in any location other than kitchens utilized as mess areas.
 - e. Personal appliances such as cup heaters, hot pots, radios, etc. will follow criteria 7b-d above.
7. Space Allocation – Attempts will be made to offer Bargaining unit employees fair and reasonably equitable workspace. Whenever practical, the Employer will provide consideration of employees requested desired work station/location.
 - a. Medical needs will take priority over other considerations.
 - b. Highest grade will then be used as the next deciding factor.
 - c. If more than one employee of the same grade shows interest in the same workspace, the employee with the highest service computation date (SCD) gets first priority.
 - d. The placement of contract employees will follow the placement of bargaining unit employees.

This constitutes the full understanding of the parties.



DAVID ANDREWS
Chief Negotiator
DRMS Vice President
AFGE Council 169

DATED:



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

DATED: 4 Nov 08