

## DEFENSE LOGISTICS AGENCY

# HEADQUARTERS 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VIRGINIA 22060-6221

J-13 May 27, 2015

MEMORANDUM FOR MR. DAVID GIBSON AND MS. LUCY LEWIS CHIEF NEGOTIATORS AT DLA AVIATION, DEFENSE SUPPLY CENTER RICHMOND, VIRGINIA

SUBJECT: Locally Negotiated Agreement for Article 21 between the Defense Logistics Agency (DLA) Aviation, at Defense Supply Center Richmond, Virginia and the American Federation of Government Employees (AFGE) Local 1992

The subject local agreement dated April 28, 2015, has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between DLA and AFGE Council 169. The Article is approved with the understanding that payment for overtime worked or granting compensatory time off shall be in accordance with applicable laws and Government-wide regulations.

If you have any questions on this matter, you may contact me at (703)767-6412 or DSN 427-6412.

DARKYL E. ROBERTS

Staff Director

Labor and Employee Relations

Human Resources

Attachments

cc:

Mr. Frank Reinti, AFGE Council 169

### DSCR AND AFGE LOCAL 1992

### LOCAL AGREEMENT

# ARTICLE 21, OVERTIME ASSIGNMENTS

### SECTION 2. SCHEDULING AND APPROVAL OF OVERTIME

- 1. Employees volunteering for overtime will be notified that the overtime has been approved at least 1 day in advance. Overtime scheduled for holidays will require at least two (2) days advance notice by the Employer. Advance notice may be waived under the following conditions: unplanned workload increases or delays caused by unusual circumstances, national emergency, civil disaster or extreme weather conditions.
  - a. Overtime may be approved during the week and /or weekend.
  - b. Overtime may be approved while an employee is teleworking.
  - c. Overtime may be worked in excess of any approved shift.
  - d. There is no limitation to overtime hours worked on a daily basis with supervisory approval.
- 2. Employees working overtime after working their regular hours will be given a 15 minute break for every 2 hours of overtime worked. Employees working more than 4 hours overtime will be granted a lunch break, if desired.
- 3. Overtime tasks will normally be performed by those employees who perform them on regular duty time. The Employer agrees to first seek qualified volunteers to perform overtime work from within the unit where the workload exists. When overtime is required in conjunction with a project, it will normally be performed by the employees working on that project. The opportunity to work overtime shall be equally distributed among the qualified volunteers within the unit before it is extended to other qualified volunteers. Each opportunity to work overtime is considered separate.
- 4. The supervisor will maintain and make available upon request a rotation list which shows the overtime offered, worked and declined by each employee. Employees shall fulfill their obligation to work overtime after so volunteering. When an employee does not report for overtime duty, the supervisor may offer the overtime to the next employee on the list. Employees who utilize approved leave during the pay period will be considered for the opportunity to work overtime.
- 5. When there are insufficient volunteers to work overtime the employer may direct employees to work overtime. If there are fewer volunteers than needed selection shall be based on inverse SCD. Any personal hardships to employees will be considered.
- 6. Employees attending local training courses shall be given the same consideration for overtime as other employees.
- 7. General schedule employees who are eligible in accordance with existing rules and regulations may be granted compensatory time in lieu of overtime pay upon request.

8. In case of violation of this Article, employees deprived of overtime in accordance with the Back Pay Act, may be paid as a resolution or partial resolution to a grievance, the same as if he/she had worked the overtime.

## SECTION 5. BEEPERS

- 1. Pagers, cell phones and other notification communication devices may be issued by the Employer to employees who are in positions that may require off-duty notification. Employer and the Union will develop written guidance for use of such devices. The carrying of such devices does not entitle the employee to compensation. If the employee reports to the duty station, he or she will be compensated in accordance with overtime rules. A minimum of 2 hours will be paid if the employee is required to report to the duty station.
- 2. If employees volunteer to carry above devices it shall in no way constitute an agreement to restrict their movement.

For the Union

For the Employer

**DAVID GIBSON** 

CHIEF NEGOTIATOR