

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

J-13

FEB 1 2010

MEMORANDUM FOR MR. JAMES MCCLAUGHERTY AND MS. PATTY VIERS, CHIEF NEGOTIATORS AT DEFENSE SUPPLY CENTER COLUMBUS (DSCC), OHIO

SUBJECT: Locally Negotiated Operating Procedure (LOCNOP) for Article 29 between DSCC and the American Federation of Government Employees (AFGE), Local 1148

The subject LOCNOP (attached), dated January 21, 2010, 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 LOCNOP is approved this date by DLA Headquarters and AFGE Council 169.

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

PAMELA S. MOLLOY

Staff Director

Labor and Employee Relations

Human Resources

Attachment

CC:

Mr. Frank Rienti, AFGE Council 169

DLA COLUMBUS - AFGE LOCAL 1148 LOCALLY NEGOTIATED OPERATING PROCEDURE

ARTICLE 29 - REASSIGNMENTS, DETAILS AND LOANS

1. Review of Hardship Requests.

<u>SECTION A.</u> This Procedure is under the terms of the DLA-AFGE Master Labor Agreement (MLA), Article 29, Section 2, G. The Procedure supersedes former provisions of the DSCC-AFGE Local 1148 Supplement to the MLA.

<u>SECTION B.</u> The employer agrees to give reasonable consideration to an employee's request for reassignment whenever such assignment will not adversely affect the accomplishment of the required work.

2. Effecting Details.

<u>SECTION A.</u> This Procedure is under the terms of the DLA-AFGE Master Labor Agreement (MLA), Article 29, Section 3, A. The Procedure supersedes former provisions of the DSCC-AFGE Local 1148 Supplement to the MLA.

<u>SECTION B.</u> When an employee in the Unit is detailed to any position in which he has no previous experience, where possible, he/she shall be given a reasonable break-in period with an experienced employee.

<u>SECTION C.</u> Should there be a need to detail personnel and volunteers are requested by management, volunteers who are qualified as determined by management will be selected and assigned based on seniority. Should there be insufficient volunteers, mandatory details will be made in inverse order of seniority.

SECTION D. Details shall be rotated in a fair and impartial manner among employees in an organizational element based on qualifications and skills of employees in light of the required work to be performed. In accordance with these considerations, the agency will rotate details so that each qualified employee in the organizational element will be detailed once before other employees in that particular organizational element are detailed twice. The agency will notify the employee selected for the detail as far in advance as possible.

SECTION E. If the Employer determines that an employee will be assigned to a higher graded position for a period in excess of 30 calendar days, the action will be processed as a temporary promotion if the employee is eligible and qualified for the promotion. In an emergency situation, details not to exceed seven (7) days may be effected to allow advance notice to the employee and time to process the temporary promotion.

<u>SECTION F.</u> The provisions for temporary promotions specified in this Article are considered nondiscretionary policy and may for overlong details provide the basis for back pay under the Back Pay Act, 5 USC 5596.

For the Union:

PATŘIČÍA M. VIERS

President, AFGE Local 1148

Date: // Jan 10

For the Employer:

MES MCCLAUGHER

Deputy Commander

DSCC

Date: 31 - 10