



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

IN REPLY  
REFER TOJ-13

DEC 13 2007

MEMORANDUM FOR MR. DAVID MANSFIELD AND MS. MARDA REDDITT,  
CHIEF NEGOTIATORS AT HDI FEDERAL CENTER,  
BATTLE CREEK, MI

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 30,  
and 31 between DLA Activities Located at the Hart-Dole-Inouye Federal  
Center and American Federation of Government Employee (AFGE) Local 1626

The subject LOCNOPS dated November 26, 2007, 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.

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 DLA ACTIVITIES AT HDI FEDERAL CENTER, BATTLE CREEK, MI  
LOCAL MID-TERM BARGAINING  
ARTICLE 5-01**

**DATED: 26 Nov 07**

The 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 Local 1626 prior to implementation.

1. Either party may submit a mid-term proposal for changes to conditions of employment in accordance with the Master Labor Agreement (MLA). The party intending to make a change in conditions of employment will submit their proposal(s) in writing to the other party.
2. Either party may challenge appropriateness for local bargaining. The challenging party shall submit the proposal to DLA HQ (J-1) and AFGE Council 169 for determination of appropriateness for local bargaining within five workdays. All timeframes are held in abeyance until concurrence/non-concurrence is received from DLA HQ (J-1) and AFGE Council 169.
3. If local bargaining is deemed inappropriate the proposal is terminated.
4. If local bargaining is deemed to be appropriate the following constitutes procedures for bargaining:
  - a. Upon receipt of a proposal approved for local negotiations, the receiving party shall have five (5) workdays to submit its demand to bargain. Time limits at any step of this procedure may be extended by the written mutual consent of the parties.
  - b. Failure to submit a demand to bargain constitutes acceptance of the proposal.
  - c. Within five (5) workdays, the parties will meet to finalize the standardized ground rules:
    - 1) The negotiating team for each party will not exceed a total of five (5) members including the Chief Negotiator. Each party may designate up to three (3) alternates to serve in the absence of the original team. No other attendees will be allowed without the mutual consent of the Chief Negotiators.
    - 2) Each party shall designate a primary Chief Negotiator who will act as the spokesperson for their team in negotiating all aspects of the agreement(s). The parties will designate alternate Chief Negotiators who will assume the role of spokesperson in the absence of the primary Chief Negotiator.

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- 3) The Parties will exchange a list of the full names, titles, work addresses, e-mail addresses, and telephone numbers of their respective team members upon completion of the ground rules. The list will indicate who has been designated as alternates to negotiate in the absence of the Chief Negotiator. Although the parties may replace team members as may be necessary, both agree stability of the negotiating teams is important to effective negotiations.
- 4) The parties will exchange an electronic version of their respective statement of interest/proposal, formatted in MS Word via email within five (5) workdays.
- 5) The employing activity shall provide DLA employees on the AFGE Local 1626 negotiating team including the three alternates \_\_\_\_\_ hours of official time to prepare statements of interest/proposals.
- 6) Negotiations will commence on \_\_\_\_\_ at 0830 until 1630 hours with one hour allocated for a lunch meal (approximately 1200-1300) and will continue on this schedule through \_\_\_\_\_. The parties will strive to complete negotiations during the period identified above. If negotiations are not completed, subsequent negotiation sessions will be mutually agreed to by the parties. The employer will provide two mutually agreed upon locations within the confines of the HDI Federal Center for these negotiations. The negotiating room will be equipped with LAN access and electronic equipment to project on either a screen or wall. The other room will be used for caucuses.
- 7) In the event members of the negotiating team (management or union) are frequently requested to leave negotiations for other business, the chief negotiators will determine if a change of venue will be necessary. If it is determined that the interruptions are excessive (more than two interruptions to the negotiation process), the employer may secure a mutually agreed upon location outside of the confines of the HDI Federal Center for continuing negotiations. The location will be equipped with LAN access (as available), electrical equipment to project either on a screen or wall and a printer. If a change in venue is required, the employing activity will pay travel/per diem for up to five members of the AFGE Local 1626 negotiating team, one of whom may be an individual who is not a DLA employee. Travel advances are not authorized for non-DLA employees.
- 8) The parties will strive to complete the negotiations during the above period. If agreement on all issues is not complete following this session, subsequent negotiation sessions will be mutually agreed to by the parties. Chief Negotiators will speak for their respective teams and extend common courtesy to each other by having only one person speak at a time. Team members may speak when recognized by their respective Chief Negotiator.
- 9) The parties recognize that it is inappropriate to initiate new policies and/or procedures while the negotiations are underway. The Activity

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agrees to limit changes in working conditions during the course of negotiations to those necessary for the mission of the Activity. The parties will suspend all negotiations on original proposals to address the new policy and/or procedure.

- 10) It is agreed that recording devices will not be used nor will verbatim transcripts or minutes of the proceedings of any session be made. However, each party may make its own notes.
- 11) The parties recognize the need for each negotiating team to conduct caucuses to facilitate effective negotiations. Either party may call for caucuses at its discretion. If caucuses are likely to exceed one hour, the Chief Negotiator of the party calling a caucus will notify the other Chief Negotiator of the situation to avoid wasted time. The caucusing party will make every reasonable effort to avoid unnecessarily delaying the negotiations. Unless mutually agreed, caucuses will not consume more than three (3) hours of any negotiation day. A caucus will not be the first order of business at any negotiation session, unless it is mutually agreed to by the Chief Negotiators.
- 12) The parties may mutually agree to call a recess at any time. Normally, recesses exceeding one hour will not extend beyond the end of the day in which the recess is called. The time for resuming negotiations will be mutually agreed upon by the Chief Negotiator.
- 13) If either party alleges that it is not obligated to bargain on a particular matter, the parties will first discuss whether or not the parties may likely reach agreement.
- 14) Once the negotiations have officially started, any changes made to these procedures may be made only by mutual consent of the Chief Negotiators. Any new terms agreed to will be reduced to writing, signed and dated by the Chief Negotiators. Any modified terms of this agreement may be made by pen and ink change, initialed and dated by the Chief Negotiators.
- 15) It is the intent of the parties to make diligent efforts to resolve all outstanding issues. If the diligent effort does not result in agreement, the services of the Federal Mediation and Conciliation Service may be requested by either or both parties. If the services of the Federal Mediation and Conciliation Service do not resolve the impasse, either party may request the Federal Service Impasses Panel to settle the impasse in accordance with 5 USC 7119.
- 16) Upon completion of the agreement which is fully acceptable to both parties, the Employer will prepare the agreement in final draft for review and proofreading. The parties will have two (2) working hours to review for errors. If both parties agree, they will formally sign to execute the agreement. The Employer will then forward the agreement to the DLA HQ (J-1) and AFGE Council 169 President for review and approval in accordance with Article 38 of the 2007 MLA. The agreement will become contractually binding when concurrence from both DLA HQ and AFGE Council 169 is confirmed or within

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thirty (30) calendar days after the execution of the agreement, which ever occurs first. In the event HQ DLA (J-1) and/or AFGE Council 169 disapprove the agreement, the parties will resume negotiations on those provisions identified by HQ DLA and AFGE Council 169 as nonnegotiable or in conflict with 2007 MLA. No provisions of the agreement shall become effective until the disapproved provisions have been resolved. All items that are renegotiated shall be submitted to HQ DLA (J-1) and AFGE Council 169 for review and approval in accordance with Article 38 of the 2007 MLA.

- 17) Should any disparity in wording be discovered between the printed copy of the agreement and the signed or initialed language agreed at the bargaining table, the signed or initialed language shall prevail. This provision does not limit the authority of the parties to mutually agree to revise the agreement should both parties agree to do so.

This constitutes the full understanding of the parties.

Marda K Redditt

MARDA REDDITT  
Chief Negotiator  
AFGE Local 1626

DATED: 26 November 2007

David Mansfield

DAVID MANSFIELD  
Chief Negotiator  
Representing DLA Activities  
Located at the HDI Federal  
Center, Battle Creek, MI  
DATED: 26 Nov 07

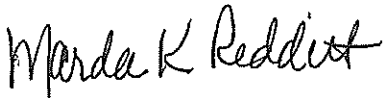
**LOCALLY NEGOTIATED OPERATING PROCEDURE  
FOR DLA ACTIVITIES AT HDI FEDERAL CENTER, BATTLE CREEK, MI  
LOCAL REORGANIZATIONS  
ARTICLE 30-01**

**DATED: 26 Nov 07**

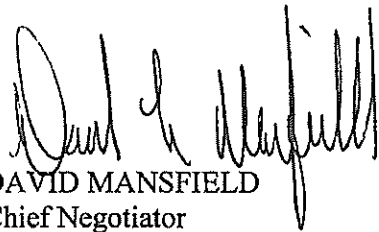
The LOCNOP supersedes all previous policies, guidance, past practices or agreements on this subject. Any new or modified policies or guidance that the Employer intends to issue will first be negotiated with AFGE Local 1626 prior to implementation.

1. The Employer will notify the President of AFGE Local 1626 of any shift realignment associated with reorganization in conjunction with Article 30, Section 3, of the 2007 DLA/AFGE MLA.
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 computation date will get the shift.

This constitutes the full understanding of the parties.



MARDA K. REDDITT  
Chief Negotiator  
AFGE Local 1626



DAVID MANSFIELD  
Chief Negotiator  
Representing DLA Activities  
Located at the HDI Federal  
Center, Battle Creek, MI

DATE: 26 November 2007

DATE: 26 Nov 07

**LOCALLY NEGOTIATED OPERATING PROCEDURE  
FOR DLA ACTIVITIES AT HDI FEDERAL CENTER, BATTLE CREEK, MI  
LOCAL REDUCTION-IN-FORCE (RIF)  
ARTICLE 31-01**

**DATED: 26 Nov 07**

The 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 Local 1626 prior to implementation.

1. The Employer shall provide for official time, travel and per diem for the maximum of three (3) union officials to be present during the RIF assignment process.
2. The commuting area will be within 150 miles of the HDI Federal Center.

This constitutes the full understanding of the parties.

*Marda K. Redditt*

MARDA K. REDDITT  
Chief Negotiator  
AFGE Local 1626

DATE: *26 November 2007*

*David Mansfield*

DAVID MANSFIELD  
Chief Negotiator  
Representing DLA Activities  
Located at the HDI Federal  
Center, Battle Creek, MI

DATE: *26 Nov 07*