



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
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IN REPLY
REFER TO J-13

SEP 4 2008

MEMORANDUM FOR MR. JAMES MCCLAUGHERTY AND MS. PATRICIA
VIERS, CHIEF NEGOTIATORS AT COLUMBUS, OHIO

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 6, 20, and
41 between Defense Logistics Agency (DLA) activities at Columbus, Ohio and
American Federation of Government Employees (AFGE) Local 1148

The subject LOCNOPS dated July 21, 2008, and July 28, 2008, were submitted to this office on September 3, 2008, for review pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between DLA and AFGE Council 169. Although the agreements were not provided within the required time frame specified in the MLA, they were nonetheless reviewed for compliance with the MLA, 5 USC Chapter 71 and other Statutes. The parties were contacted concerning Article 20 to determine if Flexible Work Schedules (FWS) were the only form of Alternative Work Schedule (AWS) being used at Columbus and confirmed that Compressed Work Schedules (CWS) were not being used. Given the different legal requirements between FWS and CWS, the language contained in the attached is approved for FWS as it is consistent with the Flexible and Compressed Work Schedules Act. Had the parties intended to cover CWS, the language would have been disapproved for being in conflict. Therefore, the subject LOCNOPS are hereby 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. Please ensure that future LOCNOPS are forwarded within the 30 day timeframe negotiated by DLA and AFGE Council 169.

KAREN D. HILLIARD
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:
Mr. Frank Rienti, AFGE Council 169
Mr. Harvey Hodak, DHRC-C



DLA COLUMBUS AND AFGE LOCAL 1148

LOCALLY NEGOTIATED OPERATING PROCEDURE

HOURS OF DUTY

SECTION A.

1. This Procedure is under the terms of the DLA-AFGE Master Labor Agreement, Article 20, Hours of Duty, and Article 38, Locally Negotiated Agreements, and supersedes the following:
 - a. Applicable provisions of the DSCC-AFGE Local 1148 Supplement to the DLA-AFGE Master Labor Agreement, and
 - b. The DSCC Supplement to the DLA Regulation 1422.1, Hours of Duty.
2. General provisions for hours of duty are established and covered under the DLA One Book Chapter, Hours of Duty.
3. Provisions of this operating procedure do not apply to GS and WG employees on fixed work schedules.

SECTION B. Flexible Work Schedules (Flexitime).

1. Flexitime permits employees to adjust reporting and departing time and the lunch period within the workday. Flexitime applies to positions not assigned to a standard tour of duty.
2. Flexitime hours shall be from 0600 to 1900 hours, Monday through Friday.
3. The Employer maintains the right to exclude or limit flexitime coverage for individual positions based upon mission requirements.
4. Upon exclusion from flexitime, organizations/employees will revert to the standard tour of duty. The standard tour of duty for unit employees is Monday through Friday, 0730 hours to 1600 hours.

SECTION C. Flexitime Definitions.

1. Core Hours. Employees working flexitime are to be in a duty status during core period hours of 0900-1100 and 1300-1500 hours unless receiving supervisory approval for absences.

2. Flexible Hours. The hours of 0600-0900, 1100-1300, and 1500-1900 are flexible, “floating” time blocks that can vary from day to day, unless otherwise restricted to meet operational requirements.
3. Work Day. Based on the above, employees may start their work day any time between 0600 and 0900, take a 1/2 hour to a 2-hour non-paid lunch break between 1100 and 1300, and end their work day any time from 1500 to 1900 without supervisory approval, providing the work day totals at least 8 hours and includes the mandatory core hours.

SECTION D. Flexitime Procedures.

1. Less Than 8-hour Duty Day. Employees working less than 8 hours and using approved leave or AWS for the balance of the day may work through the 1100-1300 hours lunch period.
2. Restrictions From Flexitime Coverage.
 - a. Supervisor may temporarily require employees to report for work according to a standard tour of duty or to limit flexitime coverage when work conditions require the employee’s presence (e.g., training classes, attendance at special meetings, project assignments, emergency work requirements, and other essential management needs). In addition, flexitime privileges may be restricted when an employee abuses those privileges. Employees will be notified of the restriction of flexitime two weeks in advance, if possible, except in cases of abuse. Employees will be notified in writing the reason when they are removed from flexitime because of abuse.
 - b. Supervisors must determine if work situations/demands are significant enough to warrant assignment to a standard tour of duty. Requests for removal of a position from flexitime coverage to placement on a standard tour of duty based on work requirements must be approved at the Activity Directorate level or equivalent.
 - c. To the extent feasible, meetings, special activities, recurring events, conferences, etc., will be scheduled during core time.

SECTION E. Alternative Work Schedule (AWS).

1. AWS allows employees to vary the number of hours worked on a given day or the number of hours worked each week of the pay period. Under AWS, employees must account for the basic work requirement (BWR) for the pay period, 80 hours for full time employees.

2. Designated positions may be excluded from AWS when justified for the performance of essential functions. Directors retain authority for determining what positions within their organizations will be covered as dictated by mission requirements. All employees, as determined by Directors to be covered by the plan, may either participate or not participate in AWS.
3. Time worked at an employee's option beyond eight (8) hours a day is AWS time earned and is credited toward the basic work requirement. Under AWS, an employee may work a maximum of ten (10) hours, excluding overtime management officially ordered and approved in advance. AWS time is worked and earned during the regularly scheduled work week.

SECTION F. AWS Responsibilities

1. The employer will ensure that offices designated to be operational during the standard tour of duty and/or customer service hours are properly staffed. Manning requirements will be satisfied on a voluntary basis, or on an assigned rotating basis using the latest service computation date when volunteers are not available.
2. Supervisors will approve/disapprove employee requests for AWS time off at any time, but no later than the next workday. Disapproval of requested AWS time off should be based on just cause factors such as, but not limited to, legitimate mission requirements, inability of the employee to complete basic work hours, or abuse of the AWS privilege. Supervisors will resolve scheduling conflicts that cannot be resolved among employees in favor of the employee with the earliest service computation date.
3. Employees must request AWS time off prior to its use. Requests may be submitted at any time as long as the employee can complete basic work hours by the end of the pay period. In requesting AWS time off, employees are responsible for ensuring that mission demands of their jobs will not be negatively impacted by their absence.

SECTION G. General Provisions.

1. Failure to complete the basic work requirement by the end of the pay period will result in appropriate leave being charged on the day(s) AWS was taken.
2. Pre-scheduled annual leave has priority over requested AWS time off.
3. An employee may be granted no more than 8 hours of leave in a workday.
4. Non-worked holidays are credited at a maximum as an 8-hour day.

5. Employees may substitute AWS time earned for leave used during the current pay period.
6. An employee on flexitime or AWS will revert to the standard tour of duty during TDY, while serving on jury duty, or while attending training classes. If circumstances allow, and the supervisor approves, employees may be allowed to work AWS during periods of training or at a TDY site. In these situations, the actual hours spent in training will be counted toward the basic work requirement on an hour-for-hour basis.
7. All employees who earn and use AWS credit hours in excess of the basic work requirement may be authorized to carry over up to 24 credit hours from one pay period to a succeeding pay period.
8. Under the provisions of Title 5, U.S.C. 5550(A), 5 CFR Ch. 1 Part 550, Subpart J, associates may work overtime and earn compensatory time for the purpose of taking time off without charge to leave when the associate's personal religious beliefs require that they abstain from work during certain periods of the workday or workweek. This provision is informally referred to as "Religious Leave." Associates should work the compensatory time prior to the occasion requiring their absence from duty. When compensatory time is advanced to an associate for these purposes, the associate must repay the advance by working the time within a reasonable period. If the advance is not repaid within 90 days, annual leave or leave without pay (LWOP) will be charged for the remaining time owed.
9. Employees may take occasional, unscheduled breaks of short duration dependent upon workload requirements.
10. Contents of the Individual Time/Attendance Record (IT/AR) are private between management and the employee. The following shall be recorded on the IT/AR each workday: start and stop times, annual leave used, sick leave used, credit hours earned, credit hours used, AWS hours earned, AWS hours used, and hours worked. Employees may estimate start and stop times that will occur after the submission of the IT/AR.
11. Unless specifically addressed in this agreement, the provisions of the DLA One Book Chapter, Hours of Duty, apply.

SECTION H. Either party, AFGE Local 1148 or DLA Columbus management may reopen this locally negotiated operating procedure at any time to propose modification of the procedure. The parties may seek agreement to proposed changes through informal negotiation involving the exchange of written proposals or through formal face-to-face negotiation following submittal of written proposals.

For the Union:


PATRICIA M. VIERS
President
AFGE Local 1148

For the Employer:


JAMES M. MCCLAUGHERTY
Deputy Commander
Defense Supply Center Columbus

July 21, 2008