



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

DEC 17 2009

IN REPLY
REFER TO J-13

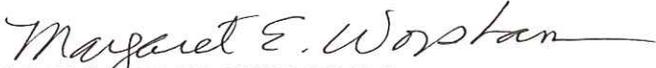
MEMORANDUM FOR MR. JOHN J. HEUBERGER AND MR. WILLIAM J. LEMOS, JR.,
CHIEF NEGOTIATORS FOR OTHER DEFENSE
DISTRIBUTION DEPOTS AND AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES
(AFGE) COUNCIL 169

SUBJECT: Locally Negotiated Operating Procedure (LOCNOP) for Article 20

The subject LOCNOP, dated and re-submitted on December 15, 2009, has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between the Defense Logistics Agency (DLA) and AFGE Council 169. It is hereby approved by both DLA Headquarters and AFGE Council 169, with the following understandings:

- (1) In Section 3C, regular shift has the same meaning as standard tour;
- (2) Section 3C must be interpreted consistent with work requirements;
- (3) Section 3F must be interpreted consistent with Article 20, Section 3B of the MLA; and
- (5) Section 4I applies to OPM and other Federal guidelines and regulations that were in effect at the time the LOCNOP was signed.

If there are any questions on this matter, please contact me at (703) 767-5401 or DSN 427-5401.


MARGARET E. WORSHAM
Acting Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:

Mr. Frank Rienti, AFGE Council 169
Ms. Patricia Viers, AFGE Council 169

LOCNOPS ARTICLE 20
HOURS OF DUTY

SECTION 3: WORK SCHEDULES

- A. The Employer agrees that non standard tour of duty with respect to both days and shift hours will be avoided to the fullest extent possible where there is no mission impact.
- B. When job requirements necessitate temporary or permanent shift/tour movements, voluntary assignments will be offered first and will be made to qualified employees by their seniority. If there are no volunteers, consideration will be given to other qualified employees outside of the unit. If assignment is an involuntary assignment, it will be made to qualified employees through reverse seniority. The seniority of an employee will be based on his/her service computation date (SCD).
- C. When new or newly selected employees are hired to fill vacancies in a particular unit, the employer agrees that the senior employees who are on a non standard tour of duty will be moved to a regular shift if they so desire. As soon as the new or newly selected employees are trained to a level that will allow them to perform successfully, they will be assigned to the non standard tour of duty.
- D. It is agreed and understood that when there are any changes in weekend shifts/tours, staffing actions will be accomplished by utilizing the above procedures.
- E. Employees will be allowed a thirty (30) minute unpaid lunch period during each work shift. Lunch periods will not exceed thirty (30) minutes away from the performance of assigned duties.
- F. Employees who do not have an unpaid lunch period during each work shift will be allotted a (20) minute paid lunch period and will remain in or around their work areas.
- G. There will be a break period during the first and second halves of the standard shift to reduce the possibility of work accidents by reducing fatigue, to increase and maintain the high quality and quantity of work, and to protect employee's health from work which requires considerable exertion. Each break period will be fifteen (15) minutes from the performance of assigned duties. Individual break periods can be altered due to workload but an employee will be afforded their full fifteen (15) minute break. In the event assigned breaks must be altered within the work area/center due to unforeseen circumstances, the supervisor shall notify a Union Steward of the change. When 4/10 schedules are in use the employer agrees to provide a twenty (20) minute break the first half of the shift and the second half of the shift.

SECTION 4: ALTERNATIVE WORK SCHEDULES (AWS)

- A. Employer agrees to offer and implement AWS in work centers/units where AWS is determined to be a benefit to Employer, Employee, and mission. The Employer and the Union shall jointly survey all affected employees for AWS placement preference. Two types of AWS are available, Flexible Work Schedule (FWS) and

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Compressed Work Schedule (CWS); definitions and criteria regarding are as follows.

- B. FLEXIBLE WORK SCHEDULE (FWS): Permits employees to adjust reporting, departing, and lunch period times within the workday. FWS time applies to positions not assigned to a standard tour of duty. Time hours shall be from 0600 to 1800 hours, Monday through Friday. Employer maintains right to exclude or limit FWS's for individual positions based upon mission requirements. Upon exclusion from FWS affected employee shall revert to standard tour of duty.
- C. Definitions: Core Hours: Employees working FWS shall be in duty status during core period hours of 0900-1100 and 1230-1430 hours unless supervisory approval is obtained for absences. Flexible hours: Hours of 0600-0900, 1100-1230, and 1430-1800 are flexible, floating time blocks that can vary from day to day, unless otherwise restricted to meet mission requirements. Work Day: Based on above, employees may start workday anytime between 0600 and 0900, take one half hour to a one and one half hour non-paid lunch break between 1100 and 1230, and end their workday anytime from 1430-1800 without supervisory approval, providing work day totals at least eight (8) hours and includes the mandatory core hours.
- D. Procedures: Employees working less than an eight (8) hour day and using approved leave or AWS for the balance of the day may work through the 1100-1230 lunch period. Supervisors may temporarily require employees to report for work according to a standard tour of duty or to limit FWS time when mission requires employee's presence. Employer determines if mission requirements are significant enough to warrant assignment to a standard tour of duty.
- E. To the extent feasible, meetings, special activities, recurring events, conferences etc., shall be scheduled during core times. Requests for schedule changes shall be in writing, and clearly state schedule option, hours worked each day during pay period and proposed start date. Employer agrees to approve/disapprove schedule request within five (5) calendar days of receipt. Employer agrees to provide a written explanation for disapprovals. Employer agrees to use Leave Service Computation Date (SCD) to fairly determine days off, should more employees request same day off than can be accommodated. If the Service Computation Date (SCD) is a tie then the tie-breaker will be the last three (3) digits in numerical sequence of the Social Security Number (SSN) from lowest to highest.
- F. Employee will give fourteen (14) calendar days written notice, subject to supervisor approval within five (5) calendar days of receipt to change FWS. Change requests shall be approved before start of pay period and remain in effect for entire pay period. Employees on FWS may earn credit hours, subject to supervisory approval. Leave is charged based on hours scheduled for that workday.
- G. Provisions: Credit hour procedures: employees authorized FWS are eligible for credit hours. Credit hours are hours worked in excess of scheduled basic work requirements. Supervisor approval is required to accumulate and use credit hours. Credit hours are earned in 15 minute increments. A maximum of 24 credit hours may be accrued and carried forward. Credit hours are not normally paid out as cash and cannot normally be transferred to another agency. Employees are responsible for ensuring they meet their Basic Work Requirements (BWR).

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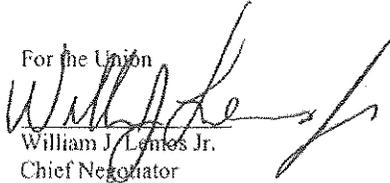
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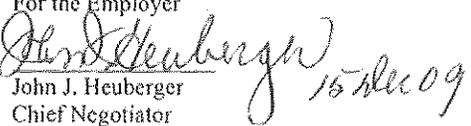
Should BWR not be met during two (2) week pay period employee will use accrued credit hours or approved leave to meet BWR. Credit hours may be earned at anytime during the week and are not subject to premium pay. Employees at an alternate work site are required to call or e-mail direct supervisor or designee upon reporting to duty and leaving.

- H. COMPRESSED WORK SCHEDULE (CWS): A fixed compressed schedule that allows an employee to vary the number of hours per day and/or the number of days per week that an employee may work within an established schedule. All employees on an assigned schedule may choose to request a CWS option. Employees may request one of two CWS options with supervisory approval. CWS options that may be requested are: 4/10 - Employees work four (4) ten (10) hour days and schedule one (1) day off each week. 5/4/9 - Employees work eight (8) nine (9) hour days and one eight (8) hour day and schedule one (1) day off each two week pay period. CWS's are fixed schedules, therefore employees must report for duty at the same time every day.
- I. Above applies unless there is conflicting OPM or other federal guidelines and regulations.

SECTION 5: TIMEKEEPING

- A. When EAGLE is implemented, the parties agree that employees and timekeepers will continue to input time and labor as is currently performed.

For the Union

William J. Lentis Jr.
Chief Negotiator

For the Employer

John J. Heuberger
Chief Negotiator

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