



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

JUL 16 2009

IN REPLY
REFER TO 9-13

MEMORANDUM FOR: MS. BARBARA L. SIMBRO, AND WILLIAM J. LEMOS, JR.,
CHIEF NEGOTIATORS FOR DEFENSE LOGISTICS
AGENCY (DLA) OGDEN UTAH AND AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)
LOCAL 1592

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Articles 5, 6, 13, 15, 20,
21, 24, 25, 29, 30, 31, and 41.

The subject LOCNOPS dated July 14, 15 and July 16, 2009, have been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between the DLA and AFGE Council 169. The subject LOCNOPS are approved this date by both DLA Headquarters and AFGE Council 169 with the following understanding:

Article 21 Section 2.B.K is approved with the understanding that an employee who works overtime that is a continuation of the basic tour of duty is entitled only to the amount of overtime actually worked, not a two-hour minimum.

Articles 5, 6, 13, 15, 20, 24, 25, 29, 30, 31, and 41 are approved with no additional understandings.

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 Relations
Human Resources

Attachment

cc:
Mr. Frank Rienti, AFGE Council 169



DLA OGDEN UTAH AFGE LOCAL 1592
LOCALLY NEGOTIATION OPERATING PROCEDURES
ARTICLE 20
HOURS OF DUTY

SECTION 3: WORK SCHEDULES

- A. Employer agrees to notify available employees of vacancies for available shifts. Notification shall be posted on Official Bulletin Board by Employer for fifteen (15) calendar days. Employer agrees Service Computation Date (SCD) will prevail in resolving conflicting requests submitted by the employees affected. 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.
- B. Administrative work week runs 7 consecutive days Sunday through Saturday. Standard work week is scheduled on a five (5) day basis, normally Monday through Friday with two (2) consecutive days off outside of the basic workweek. Tour of duty shall remain the same for each day of the basic work week (BWW) except where Alternative Work Schedules (AWS) is authorized.
- C. Employer agrees to provide fifteen (15) minutes for set-up and clean up of work area as needed at the beginning and end of each shift.

SECTION 4: ALTERNATIVE WORK SCHEDULES (AWS)

- A. Employer agrees to offer AWS in work centers/units where AWS is determined to be a benefit to Employer, Employee, and mission. Two types of AWS are available, Flexible Work Schedule (FWS) and 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

WJA 7-16-09

BLB 16 Jul 09

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/disapproves schedule request within five (5) work 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. Supervisory 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). 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

mf 7-16-09

BLB 16 Jul 09

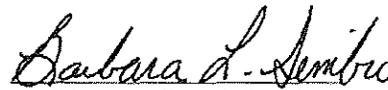
options with supervisory approval. CWS options that may be requested are: 4/10 – Employees work four (4) ten (10) hour days and schedule one (1) day off each week. 5/4/9 – Employees work eight (8) nine (9) hour days and one eight (8) hour day and schedule one (1) day off each two week pay period. CWS's are fixed schedules, therefore employees must report for duty at the same time every day.

1. Above applies not withstanding OPM and other Federal guidelines and regulations.

For the Union

 7-16-09
WILLIAM J. LEMOS, JR.
Chief Negotiator

For the Employer

 16 Jul 09
BARBARA L. SIMBRO
Chief Negotiator