

# DLA COLUMBUS AND AFGE LOCAL 1148

## LOCAL AGREEMENT

### Article 20 - Hours of Duty

#### **SECTION A. Overview.**

1. This procedure is under the terms of the DLA-AFGE Council 169 Master Labor Agreement (MLA), Article 20, Hours of Duty, and Article 38, Local Agreements, and supersedes the July 21, 2008 Hours of Duty Locally Negotiated Operating Procedure.
2. This Local Agreement has been significantly rewritten from the superseded Hours of Duty Procedure to more appropriately define proper work schedule terminology.
3. This procedure excludes Firefighters and Police Officers.

#### **SECTION B. Definitions.**

1. Alternative Work Schedule (AWS). Work schedule providing for a flexible work schedule option to a standard fixed tour.
2. Basic Work Requirement (BWR). Means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
3. Core Hours. The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Agency to be present for work. (5 U.S.C. 6122(a)(1))
4. Credit Hours. Means any hours within a flexible work schedule which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workweek or a workday. (5 U.S.C. 6121 (4))
5. Flexible Hours (Flexible Time Bands): The times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position. (5 U.S.C. 6122(a)(2))
6. Flexible Work Schedule (FWS): A work schedule established under 5 U.S.C. 6122, that in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the Agency.
7. Maxiflex Schedule. A type of flexible work schedule that contains core hours in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in

which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

8. Standard Tour of Duty. Monday through Friday, 0730 to 1600 hours. Fixed schedule to which employees normally revert for a full day or longer, during training, temporary duty travel (TDY), and court leave or for mission requirements or emergency situations, including base delayed openings or closures during hazardous weather.
9. Tour of Duty. Means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. Tour of duty under a flexible work schedule means the limits set by this Agreement within which an employee must complete his or her basic work requirement. (5 CFR 610.102)

### **SECTION C. Maxiflex**

1. Maxiflex applies to all positions not assigned to a standard tour of duty or established shift. Employees will be permitted to use Maxiflex to the maximum extent practicable without impeding the mission. The employer maintains the right to exclude or limit Maxiflex coverage for individual positions based upon mission requirements.
2. Maxiflex Responsibilities.
  - a. An employee may elect to work and accrue credit hours, with management approval, for daily, weekly, or projected period.
  - b. Employees must receive approval in advance to use credit hours. Disapproval of the use of requested credit should be based on factors such as, but not limited to, mission requirements, inability of the employee to complete basic work hours, or abuse of the Maxiflex privilege. Upon request by the employee, the reasons for cancelling Credit time will be provided in writing. The statement will indicate specific reasons that led to the management decision. Supervisors will resolve scheduling conflicts that cannot be resolved among employees in favor of the employee with most seniority by service computation date.
3. Employees are permitted over the course of the pay period to adjust workday starting and stopping times and the lunch period within the Maxiflex hours of duty parameters.
4. Maxiflex Hours of Duty Parameters.
  - a. Maxiflex Range. Monday through Friday, 0600 to 1900 hours.
  - b. Core Hours. Employees working Maxiflex are to be in a duty status during core period hours of 0900-1100 and 1300-1500 hours unless receiving supervisory approval for absences.
  - c. Flexible Hours. The hours of 0600-0900, 1100-1300 (lunch period), and 1500-1900 are flexible time bands, within which employees can report to work, take a lunch, and depart from work, unless otherwise restricted to meet operational requirements.

- d. Work Day. Based on the above provisions, 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 including approved leave covers 8 hours and the mandatory core hours. A Director/Office Chief or designee may approve a schedule outside of core hours for a temporary period based on unusual and special circumstances.
- e. Less than 8-Hour Duty Day. Employees working less than 8 hours and using approved leave or accumulated credit hours for the balance of the day may work through the 1100-1300 hours lunch period.
- f. More than 8-Hour Duty Day. Outside of overtime, an employee may work a maximum of 10 hours in a day accruing up to 2 credit hours.
- g. Carry Over Credit Hours. Employees on a Maxiflex may work and accumulate additional hours beyond the BWR during a pay period to carry over to the following pay period. Carry over credit hours cannot exceed a total of 24 hours for full-time employees. Part-time employees will be pro-rated.

#### 5. General Maxiflex Provisions.

- a. An employee may be granted no more than 8 hours of leave in a workday.
- b. Non-worked holidays are credited at a maximum of an 8-hour day and recorded as holiday leave.
- c. Credit hours must be earned prior to use and be available in an amount necessary to cover requested time off.
- d. Employees may substitute accumulated credit hours for leave used during the current pay period.
- e. Employees with supervisory approval may earn credit hours later in a day in which leave is taken.
- f. After the start of the work day, employees with supervisory approval may flex out and back in during work hours without charge to leave or credit hours provided sufficient time remains during the day to later complete the work day requirement.
- g. If circumstances allow, and the supervisor approves, employees may be allowed to work Maxiflex during periods of training or at a TDY site. In these situations, the actual hours spent in training will be counted toward the BWR on an hour for hour basis.
- h. Under Maxiflex, the timesheet is to identify start and stop times and other entries such as lunch period, leave, fitness time, telework, credit hours earned and used, overtime, etc. Employees will timely record all inputs and normally submit the completed timesheet by noon (1200 hours) of the last workday of the pay period. Employees shall estimate start and stop times for input occurring after submission of the time sheet. In such instances, timesheet corrections will be made for later changes that impact leave or credit hours.

- i. In cases of abuse and consistent with the MLA, a supervisor may immediately suspend an employee's Maxiflex privileges and will provide the reason in writing.

#### **SECTION D: Shift Work Schedule (Fixed Work Schedule)**

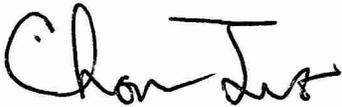
1. The parties agree that when the accomplishment of the mission requires that there be more than one shift over the course of a day, the Agency will determine the numbers, types, and grades of employees assigned to shifts.
2. Employees generally will not be required to report for a shift change without being granted sufficient off duty time between tours (normally working no more than 16 consecutive hours and having 8 hours down time). Exceptions may be made based on emergencies, mission, a requirement for overtime work, or with the concurrence of the supervisor and the employee.
3. Management will address shift changes, holiday, and off-day schedule on a fair and equitable basis. Management will determine the numbers, types, and grades of employees assigned to shifts, and maintains the right to address changes based on the qualifications and skills needed of employees, mission, and emergencies.
4. When management determines the need to fill a vacant shift, employees within the same series and grade with the most seniority shall be given first choice of shift. The employer will offer the shift change by seniority using the Service Computation Date Leave (SCD). Management will determine the numbers, types, and grades of employees assigned to shifts, and maintains the right to address changes based on the qualifications and skills needed of employees, mission, and emergencies.
5. The Employer will consider an employee request for a shift change. If determined to be feasible based on efficient mission accomplishment, the shift change offer will be extended to employees on the desired shift with selection by SCD. Management will determine the numbers, types, and grades of employees assigned to shifts, and maintains the right to address changes based on the qualifications and skills needed of employees, mission, and emergencies.
6. A Director/Office Manager will have the option to allow shift bids in an area on an annual basis. The shift bid will be by SCD. Management will determine the numbers, types, and grades of employees assigned to shifts, and maintains the right to address changes based on the qualifications and skills needed of employees, mission, and emergencies.
7. The Employer will consider employee hardship requests concerning shift assignments. The hardship normally will be discussed with the employee before the supervisor makes a final decision. Discussion should include the conditions and duration of the hardship and submittal of documentation may be required.
8. The Agency will permit reasonable time within the regular work shift to perform preparatory/concluding activities that are closely related to the employee's principal duties.

## **SECTION E. Other Work Schedule Provisions.**

1. Notification of Schedule Changes
  - a. Employees will be notified of their work schedules at least seven (7) days in advance of the administrative workweek, except when the Agency head determines that the Agency would be seriously handicapped in carrying out its function or that costs would be substantially increased.
  - b. Every effort will be made to assure that work schedules will not be for more than six (6) consecutive days for eight-hour tours, three (3) consecutive days for 12-hour tours, and four (4) consecutive days for 10-hour tours, and will include not fewer than two (2) consecutive days off.
  - c. Management consideration of a proposed work schedule will be communicated to the Union as early as possible prior to a planned implementation date.
2. The Employer will consider an employee request to change a work schedule to pursue self-development activities when completion will equip the employee for more effective work within the Agency.
3. To the extent feasible, meetings and recurring events will be scheduled during core hours, 0900-1100 and 1300-1500.
4. Employees may take occasional, unscheduled breaks of short duration dependent upon workload requirements.
5. Employees may volunteer to change their shift or to change their work schedule without regard to a stated notice period. Such changes must be made purely voluntarily on the employee's part and must be agreed to before the beginning of the administrative workweek of the first day of the change.
6. Working hours or tours of duty may require temporary modification due to emergency conditions. The employer will strive to notify affected employees and the union president or his/her designated representative at least 24 hours in advance.
7. Lunch Period (Meal Period).
  - a. Non-Paid Lunch. Full-time employees shall be granted, on a non-paid basis, a meal period each day.
  - b. Paid Lunch. When a normal, scheduled meal period is not feasible within a shift for a specific position, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site.
8. For determinations based on SCD, employees serving a probationary period will receive consideration following the granting of initial consideration to non-probationary period employees.

9. Under the provisions of Title 5, U.S.C. 5550 (A), 5 CFR Chapter 1, Part 550, Subpart J, employees may work compensatory overtime for the purpose of taking time off without charge to leave when the employee'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." Employees normally should work the compensatory time prior to the occasion requiring their absence from duty. When compensatory time is advanced to an employee for these purposes, the employee must repay the advance by working the time within 90 days or afterward annual leave or leave without pay (LWOP) will be charged for the remaining time owed. Supervisors may only disapprove an employee's request for "Religious Leave" if their absence would cause an undue hardship to the mission.
10. If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, he or she normally will notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee. Denials of requests to work alternative work schedules will not be arbitrary or capricious. Management will only terminate an employee's work schedule consistent with the MLA, and/or other provisions in this agreement. An employee may challenge a supervisor's denial as set forth in Article 36, Grievance Procedure.
11. Pre-scheduled annual leave has priority over other requested leave with the exception of leave taken for illness.

For the Union:



CHON JUNG  
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For the Employer:



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Chief Negotiator  
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Date

7 JUNE 2018.

Date

7 JUN 18