



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
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FORT BELVOIR, VIRGINIA 22060-6221

J-13

November 17, 2015

**MEMORANDUM FOR COLONEL KENTON RUTHARDT AND MR. TERRY DAY, CHIEF
NEGOTIATORS AT DLA OKLAHOMA CITY, OKLAHOMA**

SUBJECT: Locally Negotiated Agreement for Article 20, Hours of Duty, between the Defense Logistics Agency (DLA) Oklahoma City, Oklahoma and the American Federation of Government Employees (AFGE) Local 916

The subject local agreement (attached), originally executed on July 23, 2015, was disapproved on August 21, 2015. The agreement was subsequently revised and executed on October 21, 2015. The revised agreement has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between DLA and AFGE Council 169. The revised local agreement satisfies the negotiability concerns and is hereby approved.

If you have any questions on this matter, you may contact me at (703)767-6412 or DSN 427-6412.

A handwritten signature in black ink, appearing to read "D. Roberts", is positioned above the typed name.

DARRYL E. ROBERTS
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc: Mr. Frank Reinti, AFGE Council 169

DLA OKLAHOMA CITY & AFGE COUNCIL 169, LOCAL 916
LOCAL AGREEMENTS
ARTICLE 20
HOURS OF DUTY

SECTION 3: WORK SCHEDULES

- A. No sign in/sign out sheets, boards, etc. paper or electronically will be utilized.
- B. 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.
- C. 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 based on seniority. The seniority of an employee will be based on his/her service computation date (SCD).~~
- D. When a vacancy occurs, the Employer agrees that the senior employees who are on a non-standard tour of duty in a particular unit, will be offered to move 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.
- E. For standard tours of duty, 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. Exceptions will be considered and must be negotiated.
- F. Employees who do not have an unpaid lunch period during each work shift will be allotted a twenty (20) minute paid lunch period and will remain in or around their work areas.
- G. There will be a break 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

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Two types of AWS are available, Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS); definitions and criteria regarding both are as follows.

- C. 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.
- D. 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. 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. Duty hours shall be between 0600 to 1800 hours
1. Flexitour: Employee is allowed to select starting and stopping times within the above defined duty hours. Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.
 2. Gliding: Employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the above established duty hours, which are floating blocks of time that can vary from day to day, unless otherwise restricted to meet mission requirements. Employees shall be in a duty status during the core hours which are from 0900-1100 and 1230-1430 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.
- E. Procedures: Employees working less than eight (8) hour day and using approved leave or credit hours 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

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presence. Employer determines if mission requirements are significant enough to warrant assignment to a standard tour of duty.

- F. 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 options, hours worked each day during pay period, and proposed start date. 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 SCD is a tie then the tie-breaker will be the first letter of the last name and any subsequent letters.
- G. Employee will give fourteen (14) calendar days written notice, subject to supervisor approval within (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, but does not include scheduled/approved credit hours.
- H. 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). 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 any time 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.
- I. 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

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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.

- J. The above guidelines apply unless a conflict arises with OPM or other federal guidelines and regulations.
- K. The Employer will consider an employee's request to change their AWS work schedule due to personal hardship.

Section 5: Timekeeping

- A. The parties agree that employees and timekeepers will continue to input time and labor as is currently performed.
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For Management


For the Union