MEMORANDUM OF AGREEMENT

The parties, Defense Distribution Depot Puget Sound (DDPW) and the Bremerton Metal Trades Council (BMTC), agree to the following in addition to the language regarding flextime contained in Article 8, Section 808, of the negotiated agreement dated October 27, 2005.

1. Employees will be permitted to flex their work schedules with certain controlled parameters put in to place. Employees will be required to sign in and sign out while flexing, coordinate such arrangements with the supervisor in advance whenever possible and have 8 hours in a paid status each work day.

a. Employees will not normally be able to start any earlier than 0630. Employees may request permission to start earlier than 0630, if the need arises on occasion only. If management can support the request with workload and manpower considerations, permission to start as early as 0530 will not be unreasonably withheld.

- b. Employees will be able to flex in until 0830.
- c. Normal flextime duty hours end at 1700.

d. An employee whose normal shift ends after 1500, as an established tour of duty or as a rotational assignment, needs to make special arrangements prior to flexing in early but flexing in up to one hour late will be permitted with supervisory coordination as outlined in paragraph (1) above.

2. Immediately upon an unscheduled late arrival, employees will report or otherwise make contact with their supervisor so the time of arrival can be documented and quitting time established, or as appropriate, a charge to leave can be determined. If flextime is used, the regular duty day can be extended up to two hours resulting in a quitting time not to exceed 1700.

3. If there are any adverse impacts to the Agency's ability to complete the mission successfully or for reasons of personal abuse by an employee or for reasons of other mission compromise, management retains the right to curtail the use of flextime for individuals, groups, sections or the entire organization as needed. The Union will be notified of these changes if they become necessary. The Union will be notified if management restricts an employee's ability to make use of flex time. Employees will be considered for inclusion in flextime once the issue has been resolved.

4. The negotiated language in the collective bargaining agreements states management reserves the right to determine who can participate in flextime. Based on mission requirements, employees assigned to late duty hours in support of transportation, out loading or other operations, may be somewhat



restricted from participating in flextime but not completely prohibited. Any employee on a personal accommodation for special work hours may have participation in flextimé restricted.

a. Employees who are on a documented Performance Improvement Plan (PIP) are not eligible to participate in flextime.

b. Employees are ineligible for flextime during the period they are under the requirements of a letter of instruction for restrictions on leave use.

c. Employees who have received formal discipline in the past 12 months for attendance related misconduct are also not permitted to use flextime.

5. Employees are typically expected to begin their shift at their normally scheduled start time. Flex time is an enhancement to the existing hours of work.

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