



DEFENSE LOGISTICS AGENCY  
HEADQUARTERS  
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FORT BELVOIR, VIRGINIA 22060-6221

IN REPLY  
REFER TO J-13

JUL 23 2010

MEMORANDUM FOR MR. ED VISKER, MR. JOHN MCLAUGHLIN, AND MS. PAT  
EDGERTON, CHIEF NEGOTIATORS AT DEFENSE  
LOGISTICS AGENCY (DLA) DISTRIBUTION  
SUSQUEHANNA PENNSYLVANIA

SUBJECT: Locally Negotiated Operating Procedure (LOCNOP) for Article 20  
between DLA Distribution Susquehanna Pennsylvania, and the American  
Federation of Government Employees (AFGE), Locals 1156 and 2004

The subject LOCNOP (attached), dated July 21, 2010, 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. This approval is done with the understanding that any additional agreements negotiated between the parties under this LOCNOP will need to be approved by DLA Headquarters and AFGE Council 169 as provided in Article 38, Section 5.

If there are any questions on this matter, Mr. Neil Glenicki may be reached at (703) 767-3404 or DSN 427-3404.

PAMELA S. MOLLOY  
Staff Director  
Labor and Employee Relations  
Human Resources

Attachment

cc:  
Mr. Frank Rienti, AFGE Council 169  
Mr. Chris Naylor, DLA Human Resources Services



## LOCALLY NEGOTIATED OPERATING PROCEDURE (LOCNOP)

### ARTICLE 20 - HOURS OF DUTY

#### SECTION 1. GENERAL.

- A. This Procedure is under the terms of the DLA-AFGE Master Labor Agreement. Article 20, Hours of Duty, and Article 38, Locally Negotiated Agreements, and supersedes all prior negotiated supplements to past MLAs.
- B. Local agreements and past practices instituted after April 2007, that are in effect at the time this LOCNOP is approved, which are not in violation of the MLA or this LOCNOP, will remain in effect until renegotiated.
- C. General provisions for Hours of Duty are established and covered under the DLA One Book Chapter, Hours of Duty, DLA Reg. 142. Hours of Duty. and 5 USC 6121, 6131, 6130.
- D. Working under a telework agreement will not in and of itself disqualify an employee from working an alternative work schedule.

#### SECTION 3. WORK SCHEDULES

- A. BREAKS -- All employees will be allowed a 15 minute break in the first half and in the second half of their regular tour of duty. Full time schedules covered under this LOCNOP agreement include a 30 minute unpaid lunch break, to be taken NLT 6 hours after start of duty day, unless otherwise negotiated between the Employer and the Union. Breaks while on overtime are addressed in the Overtime LOCNOP.
- B. Supplemental agreements regarding paid lunches for select work units will be negotiated and approved by the Employer at the Director level (or their designated representative) and the Union President (or their designated representative).
- C. PERSONAL RELIEF BREAK POLICY
  1. Beyond the daily authorized breaks, the following are considered necessary personal relief breaks:
    - a) Water fountain usage.
    - b) Taking necessary medication.
    - c) Treat a medical condition (per medical instructions)
    - d) Restroom usage.
    - e) Emergency / essential phone calls.
  2. Guidance:
    - a) Personal relief breaks may be taken on an as needed basis.

- b) The Employer has an obligation to recognize the personal relief needs of employees.
- c) Employees have an obligation to be as brief as possible when satisfying personal relief needs.
- d) The Employer and the Union are jointly committed to appropriately controlling and dealing with abusers on a case by case basis.
- e) All employees will receive equal treatment regarding the need for personal relief breaks. When reasonably available, the supervisor / leader will be advised of the absence. This is not intended to imply that permission / approval of the supervisor / leader is required for this brief absence.
- f) ABUSE – Employees identified as abusers will be subject to appropriate personnel action. Using a “reasonable person standard” an abuser is defined as someone who:
  - i. Takes too many breaks.
  - ii. Takes extended breaks.
  - iii. Combines scheduled breaks or meal period with relief breaks.
  - iv. By their absence causes an adverse impact on the mission.
  - v. Solicits others to join in personal relief breaks.
  - vi. Engages in non-productive activities (e.g. reading newspaper, extended non-work related conversations)

#### **D. OTHER BREAKS – SMOKING**

1. The Employer and the Union agree to a Two Phased approach to manage and implement the following policy regarding breaks for smoking –
  - a. Phase I – Transition to two (2) smoking breaks per day – one smoking break in each half of an individuals shift (2 per day) in addition to the standard 15 minute breaks are authorized. (This provision will be implemented 60 days after final LOCNOP approval.)
  - b. Phase II – Transition to Smoking is permitted on established breaks only. (This phase will be implemented 6 months after the formal implementation of Phase I).
2. The Employer will offer support and encourage smoking cessation though information, classes, and assistance. The DDSP-DES Employee Assistance Office will provide information on request and advertise classes and programs as they are available.

#### **SECTION 4 – Alternative Work Schedules**

- A. **INTRODUCTION AND POLICY.** Congress stated in 5 U.S.C., paragraph 6120, that the use of flexible and compressed work schedules (jointly referred to as AWS) has the potential to improve productivity in the Federal Government and provide greater service to the public. The President, by memorandum of July 11, 1994, “Expanding Family-Friendly Work Arrangements in the Executive Branch,” (59 Fed. Reg. 36017-18 (July

15, 1994)) stated that broad use of flexible work arrangements, including AWS, to enable Federal employees to better balance their work and family responsibilities, can increase employee effectiveness and job satisfaction, while decreasing turnover rates and absenteeism. The President encouraged the implementation of AWS, among other arrangements, in order to recruit and retain a Federal work force that will provide the highest quality service to the American people. It is the position of the DLA and AFGE Council 169 that AWS can enable individual offices and the Agency as a whole to provide increased customer service through extended office coverage while also allowing employees flexibility in scheduling their activities. Accordingly, the DLA policy is to accomplish its mission while accommodating individual employee schedules to the extent possible, in an atmosphere of a shared sense of accountability and responsibility among employees, supervisors, and managers.

## **B. DEFINITIONS:**

1. **Adverse Agency Impact** is the condition for which the Agency may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations as established under 5 U.S.C. 6131(b) (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).
2. **Alternate work schedule (AWS)** means both flexible and compressed work schedules.
3. **Basic work requirement** 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.
4. **Biweekly pay period** means the 2-week period for which an employee is scheduled to perform work.
5. **Compressed work schedule (CWS)** means:
  - a) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 workdays; and
  - b) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the Agency for less than 10 workdays and that may require the employee to work more than eight hours in a day.

6. **Core hours** means 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 to be present for work.
7. **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 (subject to supervisor approval) to work so as to vary the length of a workweek or a workday. A maximum of two (2) credit hours may be earned in a single day and a maximum of 24 credit hours may be accumulated and carried forward from one pay period to the next. Use of earned credit hours is subject to policy established by each participating organization.
8. **Flexible hours** (or "flexible time bands") means 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.
9. **Flexible work schedule (FWS)** means a work schedule established under 5 U.S.C. 6122 that:
  - a) 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 this Agreement; and
  - b) In the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by this Agreement.
10. **Flexitour** means a type of flexible schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the next opportunity to select different starting and stopping times under this Agreement.
11. **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. Under a *compressed work schedule* or other *fixed schedule*, **tour of duty** is synonymous with basic work requirement.

**C. AWS OPTIONS OFFERED BY REPRESENTED ORGANIZATIONS.**

ORGANIZATION	5X8	5X4X9	4X10	FLEX SCHED	CREDIT HOURS	FLEXITOUR	CORE HOURS
DDC/J6N/J8	X	X	X**	X	X	X	X
DES-DDC	X	X		X	X	X	X
J6U	X	X	X**	X	X	X	X
DESSP	X	X	X**	X	X	X**	X**
DDSP	X	X*	X**	X*			X

\* = Office/Staff Environment

\*\* = Select Areas

**NOTE:** AWS options offered in above matrix may be changed or amended based on subsequent agreement between the Employer Organization and the Union.

**D. GENERAL PROVISIONS.**

1. An individual's AWS consists of a Compressed Work Schedule or a Flexible Work Schedule, not both.
2. The specific process and application for requesting work schedule changes will be established by each participating organization (e.g. DDC HQ, J6U, DDSP). See attached SAMPLE application.
3. Denials of request to work an AWS (CWS or Flex) will not be arbitrary or capricious; decisions will be made in a thoughtful manner and based on the provision of the law (5 USC 6121). The Employee retains the right to grieve the Employer's decision to deny participation in AWS.
4. Covered employees may work on the standard 5x8 work schedule or request a flexible work schedule or compressed work schedule, subject to the provisions outlined in this agreement.
5. Under Flexitour, an employee requests a fixed tour of duty that varies from the official hours of work. Flexitour schedules will be established within each participating organization to include beginning and end times. Once approved this becomes the employee's normal tour and may only be changed by procedures in para A & B, above. A supervisor may approve temporary schedule variances due to emergencies or special mission requirements.
6. Under compressed scheduled, when an employee on 5/4/9 or 4/10 schedule is required to travel or participate in a training course where the hours of work are

different than the employee's schedule, or in other unusual cases including emergencies, the employee's supervisor will adjust work hours to obtain 40 hours of work per week during the pay period in accordance with agency policy. If an employee is notified of travel, training or other special duty requirements (e.g. jury duty) prior to the pay period commencing, the employee will work as follows: 1. 5-4-9 - will adjust to a 5/8 schedule for the entire pay period; 2. 4x10 – will adjust to a 5x8 schedule for the required duty week(s).

7. Regardless of which schedule an employee requests, due to operating needs, managers will determine the maximum number of employees on each schedule, and all schedules are subject to supervisory approval.
8. If more employees request a given day off than can be accommodated, employees will be requested to identify alternative days off. Supervisors have authority to stagger employee's days off. Employees who elect a compressed work schedule after initial distribution of off-days will select an available off-day consistent with the needs of the organization. Conflicts between requests for the same off days that are submitted at the same time, and which cannot all be accommodated, will be resolved in favor of the requester with the most seniority based on SCD.
9. When an employee is promoted, reassigned, or detailed, the employee is not guaranteed the same schedule in the new duty assignment. Upon termination of a detail, the employee will return to his/her established schedule. Determination of the schedule will be made based on the operating needs of the agency and in accordance with this agreement.
10. Managers and supervisors may temporarily require employees or groups of employees to go off AWS to meet agency needs. Supervisors may rearrange work schedules or temporarily suspend AWS due to work exigencies. The Employer will notify the employee and the Union in accordance with the MLA.
11. Due to specific job requirements, the same degree of personal choice may not be possible for all employees. For example, situations involving employees who work as a team, the need for coverage, continuous duty, identification of essential employees, etc., may limit the degree of flexibility offered. Determinations by management will be based on the operating needs of Agency.
- 12. Distribution of Regular Days Off**
  - a) Management reserves the right to make reasonable determination concerning distribution of RDOs. To the maximum extent possible, three consecutive days off will be considered. In those cases, when it has been determined that three

consecutive days off is not feasible, RDOs will be distributed throughout the week.

- b) Management and the Union endorse the concept of seniority when Management is making determinations on preferred RDOs. Distribution of RDOs should be accomplished at the lowest practical organizational level (i.e. 1<sup>st</sup> line supervisor). When a vacancy in a preferred RDO exists, management agrees to fill the vacancy through the use of seniority within the first line supervisor's work unit and expanding to successive levels of management as needed. Seniority tie-breaker will be one-time blind draw.
- c) It is not the intent of this agreement to utilize a change to RDOs in lieu of a shift change. Example – an employee who currently works a Monday through Friday shift with a Tuesday as his/her third day off, his/her RDOs should not be changed to Monday, Tuesday and Wednesday in order to fill a weekend shift.

#### **E. RESPONSIBILITIES.**

1. Employees are responsible for managing their schedules so that the actual time they work in each biweekly pay period equals the number of hours of their Basic Work Requirement.
2. Unless specifically prohibited in this Instruction, part-time employees may be participants.
3. Supervisors are responsible for monitoring the work hours of subordinates and for ensuring compliance with AWS program policy.
4. Within 15 calendar days of receipt of a written request for an AWS, supervisors will, in writing, approve, disapprove, or approve with modifications such request, taking into consideration the positive factor of improved employee morale and other criteria set forth in this Instruction. (See also Response To Request, below.)

#### **F. REQUEST AND APPROVAL.**

1. Request. All requests for an AWS schedule will be submitted on an approved form in writing by the employee to his/her immediate supervisor and subject to approval by management in accordance with the provisions of this agreement and the needs of the organization. The request will be on the form, Alternate Work Schedule Request and Approval (DRAFT Attached). Said request form will be tailored by each represented organization to include the AWS options available within that organization (see matrix above).




## 2. Response to Request.

- a. Before approving an AWS for an employee, a supervisor must determine which AWS schedule is being requested by the employee.
- b. The supervisor must document this determination to avoid later confusion in the application of these rules.
- c. The supervisor and the employee are encouraged to discuss informally the impact of a proposed work schedule on work requirements.
- d. Within 15 calendar days of receipt of the AWS request form, the supervisor will approve, disapprove, or approve it with modifications, in writing.
- e. In making this decision, the supervisor must consider the policy criteria in SECTION 4.A. INTRODUCTION AND POLICY, above, and the positive factor of improved employee morale.
- f. After the impact on employee work requirements has been resolved, conflicts in proposed work schedules among bargaining unit employees will be resolved based on seniority, and, in the event of a tie, based on SCD seniority, the tiebreaker will be a blind draw.
- g. Disapproval of an eligible employee's request, or involuntary termination of an approved AWS, shall be based on the criteria established by the law (IAW 5 USC 6121). Primary considerations are:
  - i. Mission impact
  - ii. Increase In Cost
  - iii. Customer service

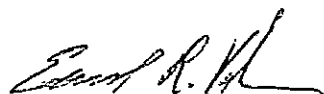
**G. SHIFT CHANGE** – A shift is the established normal hours that a work unit is on duty (e.g. 0730-1600, 1<sup>st</sup> - 0600-1430, 2<sup>nd</sup> - 1400-2230). Purpose – To describe the process to be used to move a group of employees from one shift (0600-1430) to another shift (1400-2230). Once determined that a shift change is required, the hierarchy to be used to execute the shift change is as follows:

1. Voluntary –
  - a. By bargaining unit (e.g AFGE Local 1156 or 2004).
  - b. Within the Branch / Value Stream or equivalent organizational level.
  - c. By SCD most to least senior.
2. Involuntary –
  - a. By bargaining unit (e.g. AFGE Local 1156 or 2004).
  - b. Within the Branch / Value Stream or equivalent organizational level
  - c. By SCD least to most senior.

**H. AMENDMENT** – Either party may propose negotiations during the term of this LOCNOP to reopen, amend or modify the agreement. Such negotiations may be conducted only by mutual consent of the parties.

  
JOHN MCLAUGHLIN  
President AFGE Local 2004

  
PAT EDGERTON  
VP AFGE Local 1156

  
EDWARD R. VISKER  
Deputy Commander, DDSP

7/21/2010

21 July 10