



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

IN REPLY  
REFER TO J-13

JAN 14 2010

MEMORANDUM FOR MS. DEBORAH H. GREGER AND MS. MARDA K. REDDITT,  
CHIEF NEGOTIATORS, DEFENSE LOGISTICS AGENCY (DLA)  
ACTIVITIES, HDI FEDERAL CENTER, BATTLE CREEK, MI

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Article 20 between  
DLA activities at Battle Creek, Michigan, and American Federation of  
Government Employees (AFGE), Local 1626

The subject LOCNOPS dated January 14, 2010, have been reviewed pursuant to Article  
38, Section 5 of the Master Labor Agreement (MLA) between DLA and AFGE Council 169 and  
is approved with the following understandings:

Article 20, Section C.3, is understood to mean that the parties are referring to requests for  
non-recurring credit hours time off, which must be made following procedures established in  
Articles 24 and 25 of the MLA along with corresponding LOCNOPS 24-01 and 25-01; and,

Article 20, Section C.10, line 2, the parties intended that, "[e]mployees will have the  
option of deviating from their normal work schedule..."

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

PAMELA MOLLOY  
Staff Director  
Labor and Employee Relations  
Human Resources

Attachment

cc:  
Mr. Frank Rienti, AFGE Council 169

LOCALLY NEGOTIATED OPERATING PROCEDURE  
FOR DLA ACTIVITIES AT HDI FEDERAL CENTER, BATTLE CREEK, MI  
LOCAL HOURS OF DUTY  
ARTICLE 20-01

DATED: 14 January 2010

The LOCNOP supersedes all previous policies, guidance, past practices or agreements on this subject. Any new or modified policies or guidance that the Employer intends to issue shall first be negotiated with AFGE Local 1626 prior to implementation.

**SECTION A. DEFINITIONS:**

**Alternative Work Schedule (AWS)** means both flexible work schedules and compressed work schedules [compressed work schedules will not be utilized at the HDI Federal Center]

**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.

**Core Hours** means the time periods during the workday, workweek, or pay period that are within the tour of duty which an employee covered by a flexible work schedule is required by the agency to be present for work (See 5 USC 6121(5)).

**Core Time Deviation** means an absence during core hours that is approved by the supervisor and then made up within the same work day by working an equal amount of time.

**Credit Hours** means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

**Flexible Work Schedule (FWS)** means a work schedule established under 5 USC 6122 that:

- (1) 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; and
- (2) 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 the agency.

**Flexible Hours** (also referred to as "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

AKR 1/14/10

DJ 1/14/10

departure from the work site consistent with the duties and requirements of the position (See 5 USC 6122(a) (2)).

**Standard Duty Day:** A standard duty day of 0730 to 1600 hours with two (2) 15 minute paid rest periods (during the middle of each consecutive four (4) hour work period) and a 30 minute unpaid lunch period (between 1100 and 1300 hours).

**Tour of Duty** under a flexible work schedule means the limits set by an agency 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.

## **SECTION B. ALTERNATIVE WORK SCHEDULE (AWS):**

1. All full time, part time, and SCEP employees of DLA Activities at the HDI Federal Center, Battle Creek, Michigan shall participate in an Alternative Work Schedule (AWS) with the exception of those employees identified in Section D below. Those employees eligible for an AWS will be under a flexible work schedule.
2. A standard duty day of 0730 to 1600 with two (2) 15 minute paid rest periods (during the middle of each consecutive four (4) hour work period) and a 30 minute unpaid lunch period (between 1100 and 1300 hours) is established for use during jury duty and building closures/delays. Credit hours cannot be worked when there is a delayed opening unless the employee is at an alternate work site (teleworking, TDY, etc.).
3. Employees are to be in a duty status during core period hours of 0900 to 1100 and 1300 to 1500 hours unless receiving supervisory approval for extension of the schedule or absence (for example core time deviation, leave, etc).
4. Employees shall be allowed one (1) paid 15 minute rest period during the middle of each four (4) hour work period for an eight (8) hour day. Normally this will be one (1) morning break and one (1) afternoon break. Employee breaks may be scheduled or adjusted ad hoc to accommodate mission needs and/or provide customer services. Employees working two (2) credit hours beyond eight (8) regular hours shall be allowed either a one (1) paid 15 minute rest period or a minimum of a 30 minute unpaid meal break prior to beginning work past eight (8) hours. Breaks may not be accumulated so as to shorten the work day or extend a meal break. Breaks are to provide the employee with a rest period to reduce fatigue and thereby enhance safety and productivity.
5. Employees working more than six (6) hours on any regularly scheduled workday shall take an unpaid meal break starting not later than after six (6) hours have been worked. Normally, the meal break period shall occur between 1100 and 1300 hours. Employees working six (6) hours or less shall not be required to take an unpaid meal break. Employees working on either Saturday or Sunday shall follow this policy as well.

*W. Mark [unclear]* *Dg 11/14/10*

6. To the maximum extent feasible, managers and supervisors shall not schedule meetings, special activities, recurring events, conferences, etc., during the lunch period (1100-1300 hours).
7. The employee shall be allowed reasonable duty time, consistent with the nature of the duties and work performed (normally five [5] minutes) to clean up their work site at the end of the work day. Such reasonable time shall include sufficient time to secure the work area of any special document such as FOUO, PII, etc.
8. Employees are responsible for monitoring and managing their work hour balances and ensuring that they meet their BWR.
9. If circumstances prevent the employee from earning sufficient credit time to take their recurring time off, the employee is required to either work or take leave.
10. During periods of formal training and/or TDY, hours of duty shall be determined by the Employer based on the training and/or TDY schedule. The Employer shall normally notify affected employees no less than five (5) workdays in advance of this requirement. If circumstances allow, and the supervisor approves, employees may work an AWS during periods of training and/or TDY.
11. Work schedules for students shall be determined based on the student's school schedule and applicable STEP/SCEP requirements.

### **SECTION C. FLEXIBLE WORK SCHEDULE (FWS):**

1. Work schedules approved prior to the effective date of this LOCNOP will remain in place. Employees proposing changes of two (2) pay periods or less shall be requested verbally or in writing. Employees proposing changes to their schedules that will last more than two (2) pay periods shall submit a new work schedule in accordance with the paragraph C.2. below. When an employee changes positions he/she shall submit a new work schedule in accordance with paragraph C.2. below.
2. Employees shall notify their supervisor in writing of their desired work schedule to include approximate start and stop times and any recurring time off. Employees may start their work day any time between 0600 and 0900 hours, take a one-half (1/2) hour to two (2) hours non-paid lunch break between 1100 and 1300 hours, and end their work day any time between 1500 to 1800 hours. The Employer will work with the employee to reach agreement on a schedule that ensures offices designated to be operational during the standard tour of duty and/or customer service hours are properly staffed. Staffing requirements will be satisfied on a voluntary basis, or on an assigned rotating basis using the latest service computation date or using the latest service computation date when volunteers are not available.
3. Employees requesting non-recurring FWS time off shall follow Articles 24 and 25

MS 1/14/10 Dg 1/14/10

of the Master Labor Agreement along with corresponding Locally Negotiated Operating Procedures (LOCNOPS) 24-01 and 25-01.

4. Under FWS, an employee may work a maximum of 10 hours in a day, excluding overtime officially ordered by the Employer. FWS time is worked and earned during the regularly scheduled workweek, Monday through Friday, unless otherwise prescribed.
5. Employees may elect to work credit hours of up to two (2) hours per day during the basic workweek. When the employee is required to work on Saturday or Sunday, the employee shall have the option of working credit hours rather than overtime or compensatory time. A maximum of 24 credit hours may be carried from one pay period to another.
6. Credit hours can be earned while teleworking in accordance with the employee's work schedule.
7. Accumulated credit hours may be used in lieu of approved leave. There shall be no limit on the number of credit hours an employee uses within a pay period. Employees must have worked or have a balance of credit hours before it can be taken.
8. Credit hours must be worked and/or taken in 15 minute increments.
9. The Employee shall not be required to work credit hours.
10. The Employer may require certain employees to work beyond 1800 hours on a scheduled rotational basis. Employees will have the option of deviating their normal work schedule to accommodate the after hour work or work for compensatory or overtime. Any premium pay (e.g., night differential) shall be paid for the applicable hours. Staffing requirements will be satisfied on a voluntary basis, or on an assigned rotating basis using the latest service computation date or using the latest service computation date when volunteers are not available.
11. Employees shall not be required to work credit hours to circumvent paying the employee overtime or compensatory time.

**SECTION D. NON-ALTERNATIVE WORK SCHEDULE:** This applies to those employees, who are required to work a non-FWS work schedule.

1. The DLIS Communications Center and Customer Interaction Center (CIC) currently have specific shifts. The DLIS Communications Center shifts are 0800-1600, 1600-2400 and 2400-0800 hours with a paid 20 minute lunch period and the Customer Interaction Center's shift is from 1100 to 1930 hours with a 30 minute lunch period mid-way through the shift.

*ms 1/14/10* *Dg 1/14/10*

2. Where the Employer chooses to implement a non-AWS work schedule (e.g., shift work) due to mission requirements, it shall notify the employees at the site and the Union of the change at least 15 calendar days prior to implementation unless the agency would be seriously handicapped in carrying out its mission, or if costs would be substantially increased.
3. The Employer shall decide the types, numbers and grades for all positions that are required for the shift and publish the same to the Union and workforce.
4. Shift assignments shall be executed using the following procedures:
  - a. The Employer shall decide the job series and grades of employees required for each shift.
  - b. If a vacancy becomes available on any shift or schedule, volunteers shall be solicited from those amongst trained personnel assigned to the respective office. If more eligible employees volunteer for a position than there are positions available within a grade and series, volunteers shall be selected for the position(s) based on Service Computation Date (SCD), highest to lowest. If there are an insufficient number of volunteers, the Employer will determine how to fill the position. If the Employer chooses to assign an employee to a different shift it will be done by inverse SCD seniority (lowest SCD to highest).
  - c. When the Employer fills the vacancy, the Employer shall inform the employee of their shift assignment during the placement process.
  - d. Untrained employees will be trained on day shift ( 0800 – 1600 hours) for up to 90 days or until their training is completed, whichever comes first.
5. During periods of formal training and/or TDY, hours of duty shall be determined by the Employer based on the training and/or TDY schedule. The Employer shall normally notify affected employees no less than five (5) workdays in advance of this requirement.

**SECTION E. EMPLOYEE ACTIVITY GUIDE FOR LABOR ENTRY (EAGLE)  
TIME AND ATTENDANCE REPORTING:**

1. Employees shall be encouraged to do input daily. Normally, all inputs for the entire pay period shall be done by noon (1200 hours) of the last Friday of the pay period. Accelerated pay periods shall be accommodated accordingly. Projections shall not preclude changes in time after projections are made. Projected times shall not be used as a basis for denying leave.
2. Any time that may not be certified and cannot be accounted for shall be automatically input in accordance with the employees normal work schedule (normally, the intent is to ensure an employee is paid for their scheduled work hours). Corrections

*mic 1/14/10*

shall be made to the time and attendance in the following pay period.

3. When an employee electronically submits their time in EAGLE for certification, it does not constitute agreement/acceptance of the time input. Employee acceptance of time input shall be when the timesheet is printed and the employee actually signs the printed document.

4. Normally, all employees shall input their time directly into EAGLE. For those employees that do not have direct access to EAGLE, the Employer shall input their time.

This constitutes the full understanding of the parties.

  
MARDA K. REDDITT  
Chief Negotiator  
AFGE Local 1626

  
DEBORAH L. GREGER  
Chief Negotiator Representing DLA  
Representing DLA Activities  
Located at the IIDI Federal Center  
Battle Creek, MI

DATE: 1/14/2010

DATE: 1/14/2010