



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

JAN 14 2010

IN REPLY
REFER TO

J-13

MEMORANDUM FOR MR. DAVE ANDREWS AND MR. THOMAS LEGERET,
CHIEF NEGOTIATORS FOR DEFENSE REUTILIZATION AND
MARKETING SERVICE CONUS FIELD ACTIVITIES AND GUAM
(EXCLUDING THE DRMS HQs AT BATTLE CREEK, MI AND
DRMO HAWAII)

SUBJECT: Locally Negotiated Operating Procedures (LOCNOPS) for Article 20, Hours of
Duty

The subject LOCNOPS dated December 17, 2009, have been reviewed pursuant to
Article 38, Section 5 of the Master Labor Agreement between the Defense Logistics Agency
(DLA) and American Federation of Government Employees (AFGE) Council 169. Article 20 is
hereby approved this date by both DLA Headquarters and AFGE Council 169.

Article 20, Section B.9 states in pertinent part as follows: "Where the employer's
assignment of duties [e.g., while on training or TDY] do not allow for a full shift to be worked in
a day or week, the employee shall not be required to take leave to complete the BWR." It is
understood that this is not interpreted as a mandatory grant of administrative leave when such
circumstances arise, but that the employee may be assigned work by the supervisor for any such
hours "[w]here the assignment of duties [e.g., while on training or TDY] do not allow for a full
shift to be worked in a day or week."

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 DRMS CONUS FIELD ACTIVITIES AND GUAM
(Excluding the DRMS HQ at Battle Creek, MI and DRMO Hawaii)**

This 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 will first be negotiated with AFGE Council 169 representing the Defense Reutilization and Marketing Services Field Offices (collectively), prior to implementation.

DATED: 17 December 2009

SECTION A. DEFINITIONS:

Alternative Work Schedule (AWS) means both flexible work schedules and compressed work schedules.

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.

Compressed work schedule (CWS) means:

(1) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by an agency for less than 10 workdays; and

(2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than eight (8) hours in a day. (See 5 U.S.C. 6121(5)).

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 in the case of:

(1) 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) 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 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) [Applicable to both Flexible and Compressed Schedules]:

1. All full time, part time, and SCEP employees of covered DRMS Field activities shall participate in an Alternative Work Schedule (AWS), with the exception of those employees identified in Section E below [shifts]. Those employees eligible for an AWS will be under a flexible work schedule or a fixed compressed work schedule. Where a site is normally open more than 4 days per week, the employees will have a flexible work schedule and be covered under Section C. Where the employer decides to have an activity open only 4 days per week, the employees shall be on a fixed 4/10s compressed schedule and are covered by Section D.

2. Employees are to be in a duty status during core period hours of 0900 to 1100 and 1300 to 1430 hours unless receiving supervisory approval for extension of the schedule or absence (for example core time deviation, leave, etc).

3. BREAKS:

a. 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) mid-afternoon break after the meal period and before completing 8 regular work hours. Employees scheduled to be working 10 hours in a day shall be allowed one (1) additional paid 15 minute rest period prior to beginning work past eight (8) hours. Employee breaks may be scheduled or adjusted ad hoc to accommodate mission needs and/or provide customer services.

b. Breaks may not be accumulated so as to shorten the workday or extend a meal break. Breaks are to provide the employee with a rest period to reduce fatigue and thereby enhance safety and productivity.

4. 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.

5. 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).

6. 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.

7. Employees are responsible for monitoring and managing their work hour balances and ensuring that they meet their BWR.

8. 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.

9. 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. Where circumstances allow, and the supervisor approves, employees may work an AWS during periods of training and/or TDY. Where the employer's assignment of duties [e.g. while on training or TDY] do not allow for a full shift to be worked in a day or week, the employee shall not be required to take leave to complete the BWR.

10. Work schedules for students shall be determined based on the student's school schedule and applicable STEP/SCEP requirements.

11. Normally, DRMS Field Activities will provide a minimum of 10 ½ continuous operating hours for each regular workday, such that employees may work credit hours. The employer shall determine operating hours such that beginning report times are not earlier than 0600 and ending times are no later than 1800. The employer shall separately decide separate customer service hours. Customer service hours are not required to equate to operating hours.

12. Extreme weather sites. For sites that have seasons of extreme heat, the employer may allow, but not require, employees to start their workday earlier than 0600 with a corresponding earlier completion of the workday. Employees not exercising this option shall not be denied their otherwise previously approved work schedule.

SECTION C. FLEXIBLE WORK SCHEDULE (FWS):

1. The employer recognizes that a flexible work schedule is good for both the employee and the employer and encourages the employees to take advantage of the opportunity to earn, accrue and use credit hours. The union recognizes that employee work hour flexibility cannot be at the expense of mission accomplishment.
2. Work schedules approved prior to the effective date of this LOCNOP will remain in place until the employee requests a change. Employees proposing changes for 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 procedures below. When an employee changes positions he/she shall submit a new work schedule in accordance with the procedures below.
3. Normally, DRMS Field Activities will provide a minimum of 10 ½ operating hours for each workday, Monday through Friday. The employer shall determine operating hours such that beginning report times are not earlier than 0600 and ending times are no later than 1800. If the employer cannot accommodate 10 ½ hour duty day due to the small number of employees, the employer should consider utilizing a compressed work schedule. If a compressed work schedule is not feasible, then the issue should be elevated for discussion with the union.
4. Employees shall notify their supervisor in writing of their desired work schedule to include approximate start and stop times and any recurring time off earned from working credit hours. Employees may request to start their work day any time within the first 2 hours of the normal start time for the site, 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 at the end of the scheduled operating hours or after eight (8) duty hours. The employer shall allow employees to schedule recurring use of working credit time and taking credit time within the pay period to the maximum extent possible. 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 lowest to highest when volunteers are not available.
5. 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.
6. 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.

7. Credit hours can be earned while teleworking in accordance with the employee's work schedule.

8. 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 they can be taken.

9. Credit hours must be worked and/or taken in 15 minute increments.

10. The Employee shall not be required to work credit hours.

11. Employees shall not be required to work credit hours to circumvent paying the employee overtime or compensatory time.

12. For employees working a flexible schedule only, 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 only 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.).

SECTION D. COMPRESSED WORK SCHEDULES (CWS).

1. The employer shall decide if the site is open for normal operations 4 days per week. Normally, Employees working at sites operating only 4 days per week [either Mondays through Thursdays or Tuesdays through or Fridays] will work 10 hours per day, four (4) days per week [4/10s] fixed compressed work schedule.

2. The employer shall determine operating hours such that beginning report times are not earlier than 0600 and ending times are no later than 1800.

SECTION E. SHIFTS: This applies to those employees, who are required to work hours partially or completely outside the 0600 – 1800 time band. Normally, shifts are an augmentation to the regular work schedules at a site and will not normally have duty hours between midnight and 0600. Shifts can overlap the regular work hours at a site.

1. For purposes of this agreement, shifts are defined as regular duty hours with start times prior to 0600 or regular duty hours end times after 1800.

2. Where the Employer chooses to implement such a work shift 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. The Employer shall decide the types, numbers, grades and the details of the shift hours for all positions that are required for the shift and publish the same to the Union and workforce in the notification.

3. Normally, the employer shall determine the ending working hours of the shift. The employer shall decide if compressed work schedules (CWS) are to be utilized for shift workers at sites open more than 4 days. Where the employer determines it will offer FWS or CWS for employees working the shift, it shall follow sections C and/or D above as applicable, except however, the employer may require consistent ending times for all employees assigned to a particular shift, subject to employer determination for additional overtime or Compensatory time. [for example, the shift may end at 2200 hours. Any employee flexibilities would have to be derived from variance in reporting times.]

4. Shift assignments shall be executed using the following procedures:

a. Volunteers shall be solicited from amongst those eligible personnel by series and grade. Within each series and grade, if more eligible employees volunteer for a position than there are positions available, volunteers shall select available positions in Service Computation Date (SCD) seniority, (highest SCD to lowest) until all positions are filled.

b. If there are an insufficient number of volunteers, the Employer shall assign qualified employees to a shift from a roster of qualified employees for each series and grade by inverse SCD seniority (lowest SCD to highest). After being assigned under this procedure, the employee will go to the bottom of the list of SCD sequence for the next utilization of this part of the procedure.

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. Where the employer's assignment of duties [e.g. while on training or TDY] do not allow for a full shift to be worked in a day or week, the employee shall not be required to take leave to complete the BWR.

6. Employees shall submit written justifications to the employer stating why an assignment to such a shift would cause a hardship. The employer shall consider these hardships and review the request with the employee within 3 workdays. If the employee's request is denied, the employer will provide written reply with proper justification within 5 workdays of the meeting with the employee.

7. Unless hired specifically for shift work, where this requirement was published in the JOA, Employees shall not be required to work such a shift for more than 8 consecutive pay periods without the opportunity to return to a shift with starting times of 0600 or later and a end time of 1800 or earlier in a working day for at least 8 pay periods. Employees may elect to remain on the shift and will use the SCD procedure above to fill available or remaining positions.

**SECTION F. 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. Employees shall submit and sign their timesheets for review /certification in accordance with EAGLE procedures. 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.

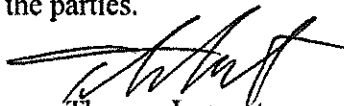
2. Any time that may not be certified and cannot be accounted for shall be automatically input by the employer in accordance with the employees normal work schedule (normally, the intent is to ensure an employee is paid for their scheduled work hours). Corrections shall be made to the time and attendance 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.


Dave Andrews
Chief Negotiator Representing
AFGE Activities


Thomas Legeret
Chief Negotiator Representing
DRMO Field Activities

DATE: 11 Jan 2010

DATE: 1/11/2010

