

MEMORANDUM OF UNDERSTANDING

In the interest of effective and improved labor relations, the U.S. Department of the Air Force, Davis-Monthan Air Force Base, Arizona (the Agency) and the American Federation of Government Employees, Local 2924 (the Union) agree to the following change of hours of work and basic work week for 309 AMARG bargaining unit employees.

In accordance with the LMA between DMAFB and AFGE Local 2924 Article 12 section 8:

a. It is understood the employer is authorized by law and regulation to establish AWS. Subject to the obligation to negotiate with the Union, the determination to participate in AWS programs identified below will be made by the employer. The parties recognize that AWS programs will give employees greater control of their time, the ability to balance work and family responsibilities better, and take advantage of educational opportunities.

b. DEFINITIONS: Alternative Work Schedules (AWS): Work Schedules made up of flexible or compressed schedules.

(1) FLEXTIME PLAN: The Flextime Plan allows the employee to elect a flexible daily schedule within the basic work requirement of an eight (8) hour day, forty (40) hour work week, and core hours defined by the employer. Credit hours may be authorized for this schedule. Credit hours means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirements so as to vary the length of a workweek or workday.

(2) 5-4/9 PLAN: The 5-4/9 Plan consists of a total of eighty (80) hours in nine (9) working days, limited to nine (9) hours per day during eight (8) days of the biweekly pay period and eight (8) hours on the ninth (9th) day to complete the basic requirement for the two (2) week period.

(3) 4-10 PLAN: The four day workweek consists of work schedule of ten (10) hours per day for four (4) days a week.

1. For the purposes of this agreement it is understood that the only option being afforded to AMARG bargaining unit employees is the 5-4/9 AWS option as described above. Employees opting to work the AWS schedules noted above will submit a written request to their supervisor stating their desired work schedule, including their desired Regular Day Off (RDO) choice between first or second Friday of the pay period. New employees may submit their written requests for AWS after thirty (30) calendar days following entrance on duty.
2. Participation in the 5/4/9 AWS option shall be voluntary for full time bargaining unit employees. Supervisors will make every effort to comply with an employee's selection of an AWS schedule. Employees will not be discriminated against or otherwise adversely affected by their selection of an AWS option. Supervisors will approve or disapprove individual AWS requests in writing within ten (10) calendar days after receipt of the employee's request.

3. Approved requests will be implemented the first full bi-weekly pay period after approval by the supervisor. Employees and Supervisors are encouraged to informally work out any scheduling conflicts amongst each other in the event conflicts are not able to be resolved informally. Squadron Directors will unilaterally resolve conflicts based on a non-discriminatory process such as service comp dates, experience and expertise level requirements, mission requirements, daylight hours, weather, support availability, and any other non discriminatory means necessary to make a fair non arbitrary decision. If disapproved, the agency will provide the employee with a written explanation as to the reason(s) for the disapproval. Disagreements concerning the disapproval of an AWS schedule may be resolved through the negotiated grievance procedure.
4. The hours will be in accordance with the Summer or Winter duty schedules. Squadron Directors may adjust core hours, breaks and lunch schedules as required.
5. When a holiday falls on an employee's scheduled regular day off (RDO) under the 5/4/9 AWS schedules, the holiday will be changed on his/her preceding regularly scheduled work day. (For example, if the employee's RDO is Friday and a holiday falls on Friday, Friday is still counted as the RDO and the preceding Thursday is the in-lieu-of holiday.)
6. Individual changes to schedules or assignments to permanent shifts may be approved by supervisors when such requests are received in writing by employees. Request must include enough detail for supervisors provide proper consideration (For example, nature and duration of hardship, education, etc.)
7. When the Agency intends to change a bargaining unit employee's alternate work schedule for two (2) or more pay periods, the Agency will provide reasonable advance notice in accordance with the LMA.
8. Requests by employees to change their current AWS schedule must be submitted in writing to the supervisor for approval a minimum of 4 pay periods in advance. Upon written request by an employee, supervisors may waive the four (4) pay period requirement for good cause.
9. Supervisors may temporarily change an employee's AWS schedule to a basic eight (8) hour per day schedule when required to do so for such purposes as official travel or training, or other operational requirements, or when AWS is not available. The employee may revert to his/her previous AWS schedule immediately following completion of such temporary functions, whenever possible, or at the beginning of the following pay period. Consistent with governing laws and regulations, the same procedures also will apply to situations involving full workdays for jury duty, court leave, administrative leave, travel etc.
10. An employee on detail or reassignment will adhere to the tour of duty of the organizational segment to which he/she is temporarily assigned, unless approval of the employee's AWS schedule is granted by the supervisor to whom the employee is detailed or reassigned.

- 11. Employees working an AWS schedule who are being disciplined for misconduct will be placed on a normal eight (8) work day during the pay period while serving a suspension. Employees working an AWS schedule who are undergoing a performance improvement plan, at the election of the supervisor, may be placed on a normal eight (8) hour work day while in this status.
- 12. The parties agree that this MOU will remain in effect for a minimum of 1 year from the date signed. Should management determine that an adverse agency impact exists which would preclude the continuance of this agreement after the one year trial period, management shall notify the Union no later than 30 days prior to any change. Neither party waives any rights in accordance with the LMA or Labor Statute.

For the Agency

Date _____

For the Union

John Pannini

Date MAY 13 2010

MEMORANDUM OF UNDERSTANDING

In the interest of effective and improved labor relations, the U.S. Department of the Air Force, Davis-Monthan Air Force Base, Arizona (the Agency) and the American Federation of Government Employees, Local 2924 (the Union) AMARG agrees to the implementation of a 5-4/9 compressed work schedule.

1. The 5-4/9 compressed work schedule consists of 80 hours in a nine working days. Each pay period consists of eight 9 hour days, with one 8 hour day and a regular day off (RDO).
2. Management will implement AWS after the second pay period upon signing this agreement. When Management decides to terminate the 5-4/9 compressed work schedule because of an adverse impact on the agency mission or an adverse impact on services, Management must submit a FLRA form 14 with the Federal Services Impasses Panel.
3. Participation in the 5-4/9 compressed work schedule shall be on voluntary bases for all bargaining Unit Employees. Employees will not be discriminated against or otherwise adversely affected by their selection of the 5-4/9 work schedule.
4. A 5-4/9 work schedule consist of eight 9 hour work days and one 8 hour work day, exclusive of the 30 minute lunch period, and one non-working day during the normal administrative work week over a biweekly pay period. The pre-establish fixed 9 hours will be 0600 to 1530. For the 8 hour day will be 0600 to 1430. Morning break will be from 0800 to 0815, lunch will be from 1100 to 1130, after noon break will be from 1400 to 1415.
5. When a holiday falls on the non-workday designated as the in-lieu-of Sunday, observe the next regular scheduled workday as the holiday. When a holiday or designated observed day falls on an employee's non-workday (RDO) the workday immediately preceding the day observed as the holiday.
6. Supervisor may temporarily change an employee's AWS schedule for travel purposes (TDY). The employee will revert to their previous AWS schedule on the first full pay period following the completion of such travel.

7. Employees detailed or reassigned in AMARG will retain their 5-4/9 compressed work schedule. If a conflict arises in the employees 5-4/9 work schedule the supervisor can discuss other option/arrangements for the employees RDO.
8. The policies and procedures for requesting and granting leave will remain the same except that the amount of leave charged will be recorded as the number of hours scheduled for work that day. For example on a regular scheduled 9 hour day, 9 hours of leave is charged. Consistent with governing laws and regulations, the same procedures will apply to situation involving full workdays for jury duty, court leave, administrative leave, travel, etc.
9. After both parties have signed this agreement Management will give all BUE's a copy of this agreement.

For the agency

Date _____

For the Union

John Pennington

Date September 8, 2011

MEMORANDUM OF UNDERSTANDING

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In accordance with the LMA between DMAFB and AFGE Local 2924 Article 12 section 8:

- a. It is understood the employer is authorized by law and regulation to establish AWS. Subject to the obligation to negotiate with the Union, the determination to participate in AWS programs identified below will be made by the employer. The parties recognize that AWS programs will give employees greater control of their time, the ability to balance work and family responsibilities better, and take advantage of educational opportunities.
- b. **DEFINITIONS:** Alternative Work Schedules (AWS): Work Schedules made up of flexible or compressed schedules

(1) **FLEXTIME PLAN:** The Flextime Plan allows the employee to elect a flexible daily schedule within the basic work requirement of an eight (8) hour day, forty (40) hour work week, and core hours defined by the employer. Credit hours may be authorized for this schedule. Credit hours means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirements so as to vary the length of a workweek or workday.

(2) **5-4/9 PLAN:** The 5-4 9/Plan consists of a total of eighty (80) hours in nine (9) working days, limited to nine (9) hours per day during eight (8) days of the biweekly pay period and eight (8) hours on the ninth (9th) day to complete the basic requirement for the two (2) week period.

(3) **4-10 PLAN:** The four day workweek consists of work schedule of ten (10) hours per day for four (4) days a week.

1. For the purposes of this agreement it is understood that the only option being afforded to AMARG bargaining unit employees is the 5-4/9 CWS option as described above. The 5-4/9 CWS is mandatory and the first Friday of the pay period is the regular day off (RDO).
2. The hours will be in accordance with existing Summer or Winter duty schedules. Squadron Directors may adjust core hours, breaks and lunch schedules as required.
3. When a holiday falls on an employee's scheduled regular day off (RDO) under the 5-4/9 CWS schedules, the holiday will be changed on his/her preceding regularly scheduled work day. (For example, if the employee's RDO is Friday and a holiday falls on Friday, Friday is still counted as the RDO and the preceding Thursday is the in-lieu-of holiday.)
4. Supervisors may temporarily change an employee's CWS schedule to a basic eight (8) hour per day schedule when required to do so for such purposes as official travel or training, or other operational requirements, or when CWS is not available. The employee will revert to his/her previous CWS schedule immediately following completion of such temporary functions, whenever possible, or at the beginning of the following pay period. Consistent with governing laws and regulations, the same procedures also will apply to situations involving full workdays for jury duty, court leave, administrative leave, travel etc.
5. Employees working a CWS schedule who are being disciplined for misconduct will be placed on a normal eight (8) work day during the pay period while serving a suspension. Employees working a CWS

schedule who are undergoing a performance improvement plan, at the election of the supervisor, may be placed on a normal eight (8) hour work day while in this status.

6. This CWS agreement shall be in effect as a test for 90 days. At the end of the 90 day period, if management determines there has been: (1) an adverse impact to production, (2) a diminished level of service or (3) an increase in the cost of Agency operations, the test will be terminated and all employees will return to a regular 40 hour workweek. At the end of the first 90 days, if management does not have enough information to make an adverse impact determination the test may be extended for up to an additional 90 days and management will make its determination at the end of the extension period as to whether the CWS will be terminated. Either party may request a termination of CWS prior to the end of the test period and with the concurrence of the other party such termination will occur immediately. At the end of the identified test period, to include any extension thereof, if management determines the CWS has not adversely affected production the union will be notified of that determination. CWS will be re-evaluated by management on a yearly basis. Within a reasonable period of time after each anniversary date of management's initial CWS notification to the union, management will re-evaluate whether the CWS should be continued. Management will inform the union in writing if that determination is to discontinue CWS. If the determination at any anniversary date is to discontinue CWS, all AMARG employees will revert to a regular 40 hour workweek the next full pay period after management's determination. Neither party waives any rights under applicable federal statutes.

For the Agency

For the Union

Date _____

Date _____