

## 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 to hours of work and the basic work week for 309 AMARG bargaining unit employees.

In accordance with the CBA between DMAFB and AFGE Local 2924:

a. It is understood the employer is authorized by law and regulation to establish an 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 (Compressed Work Schedule or CWS):** The 5-4 9/Plan (CWS) 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 (9<sup>th</sup>) 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. Employees opting to work the CWS option 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 the CWS option after thirty (30) calendar days following entrance on duty.

2. Participation in the 5/4/9 CWS option shall be voluntary for full time bargaining unit employees. Supervisors will make every effort to comply with an employee's selection of a compressed work schedule (CWS) option. Employees will not be discriminated against or otherwise adversely affected by their selection of a CWS option. Supervisors will approve or disapprove individual CWS requests in writing within ten (10) calendar days after receipt of the employee's request.

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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 a CWS option 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 CWS option, 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 compressed work schedule for two (2) or more pay periods, the Agency will provide reasonable advance notice in accordance with the CBA.
8. Requests by employees to change their current CWS option 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 CWS 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 a CWS option is not available. The employee may revert to his/her previous CWS 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 CWS is granted by the supervisor to whom the employee is detailed or reassigned.
11. Employees working a CWS 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 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.

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12. The parties expect this MOU to remain in effect for a minimum of 1 year from the date it is implemented. Should management determine that the 5-4/9 CWS is causing an adverse agency impact, however, in accordance with the requirements of 5 U.S.C. § 6131, it may exercise its right to terminate the CWS at any time during the 1-year period. Neither party waives any rights in accordance with the CBA or the Labor Statute.

For the Agency

Sam Proye

Date 27 April 2012

For the Union

Joseph Longenecker

Date 20120501

For the Implementing Organization

Pat T. Kumashiro

Date 30 APR 12

**PATRICK T. KUMASHIRO, Colonel, USAF**  
**Commander**

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