

ARTICLE VI
HOURS OF WORK AND TOURS OF DUTY

1. SECTION 1. This Article is not applicable to Fire Fighters
2. assigned to the Fort Bragg Fire Department and other
3. similarly established work schedules (24 hour).

4. SECTION 2. For the purpose of this Article, the following
5. definitions apply except where altered by negotiated
6. Alternate/Compressed Work Schedules (AWS) which are on file
7. in the Civilian Personnel Office and AFGE, Local 1770.
8. Where AWS has been negotiated, the shifts will be governed
9. by those respective Agreements/MOUS.

10. a. Tour of Duty: A period of calendar days during
11. which an employee is scheduled to perform duty.

12. b. Basic Workweek: A period of five (5) consecutive
13. 8-hour calendar days, normally Monday through Friday,
14. within the administrative workweek during which an
15. employee is paid the straight-time rate.

16. c. Shift: An eight (8) hour work period scheduled in
17. advance which occurs on a day in the basic workweek of
18. an employee and for which the employee is paid at the
19. straight-time rate.

20. d. Standard Workday: An eight (8) hour period of work
21. scheduled over not more than 9 hours in a day. A day
22. is defined as a 24 hour period beginning at midnight
23. and ending at midnight.

24. SECTION 3. The Administrative Workweek at Fort Bragg
25. consists of seven (7) consecutive calendar days, commencing
26. at 12:01 a.m. on Sunday and ending at 12:00 midnight the
27. following Saturday. Hours of work established in various
28. geographical areas of this installation will normally be
29. effective year round without regard to season change.
30. Any change(s) will occur only after appropriate
31. notification/discussion with the Union.

32. SECTION 4. The Standard Workday will consist of eight (8)
33. hours of work scheduled over a nine (9) hour period with one
34. (1) hour lunch, except in those organizations which have
35. eight (8) hours of work scheduled over a period sufficient
36. to permit a thirty (30) or forty-five (45) minute lunch
37. period. The lunch period is non duty time.

38. a. In cases where a majority of the employees in a
39. particular work section desire less than a one hour
40. lunch period, a shorter lunch period of not less than
41. 30 minutes may be established upon approval by the
42. Employer. The presentation of the request for a
43. shorter lunch period will be made in writing by the

44. Union. The Employer will respond in writing to the
45. request within 15 calendar days. If the request should
46. be denied, the Union may file for a review of the
47. decision.

48. b. Once a shortened lunch period is established, the
49. hour of departure will be adjusted accordingly.

50. c. The Employer reserves the right to return to the
51. one (1) hour lunch period and subsequent adjustment of
52. the hour of departure in the event the shortened lunch
53. period and resulting adjusted hour of departure
54. adversely impacts on the Employers' ability to perform
55. its' mission. The Employer will notify the Union in
56. advance of these actions and the parties will meet and
57. confer, as appropriate.

58. SECTION 5. Except in positions which require staggered
59. reporting times, the Standard Workday will be as follows:

60. a. First Shift: To begin not earlier than 6:00 a.m.
61. or later than 9:30 a.m..

62. b. Second and Third Shift: Working hours will be
63. adjusted to provide for not more than eight (8) hours
64. of duty within a nine (9) hour period.

65. SECTION 6. Employees in sections which require staggered
66. reporting times or staggered lunch periods to compensate for
67. peak work load, to extend hours of operations, or to provide
68. coverage during the normal lunch period; will be placed in a
69. tour of duty assignment which will provide working hours
70. dictated by mission requirements and consistent with
71. governing regulations and the provisions of this Agreement.

72. SECTION 7. Employees of an individual department may, if
73. desired by a majority of the employees, request to have
74. permanent shifts in lieu of rotating shifts or vice versa.
75. Such requests will be in writing and will be provided to the
76. Union for transmittal to the Employer. Upon receipt of any
77. such request the Employer will carefully consider the matter
78. and provide the Union a decision within 30 calendar days of
79. its' receipt of that request.

80. a. If permanent shifts are established, employees
81. will be allowed to express their desire for a
82. particular shift. When shifts are initially
83. established employees will select their desired shift
84. based on Service Computation Date (SCD). Thereafter,
85. shift changes will be based on seniority in the
86. work-unit.

87. b. Once employees are placed on a shift and a vacancy
88. occurs on another shift, employees may indicate their

89. interest to the Employer in writing. In the event
90. more than one employee indicates an interest in the
91. vacant shift the Employer will determine assignment
92. based on the seniority as specified in subsection a
93. above.

94. c. In cases where the Employer decides to change
95. rotating shifts to permanent shifts or vice versa the
96. Union will be provided advance notice of such change
97. and is entitled to exercise its' rights to negotiate
98. over such change.

99. SECTION 8. Employees occupying positions which require a
100. basic workweek of other than Monday through Friday will be
101. allowed to rotate to a Monday through Friday workweek on an
102. attrition basis. Employees may also be assigned to less
103. desirable tours of duty on a continuing basis when such
104. assignments are acceptable to the supervisor. Requests for
105. a change in basic workweek/tour of duty will be submitted in
106. writing by the employee. The Employer will notify the Union
107. if a decision is made to implement the change.

108. SECTION 9. Employees are entitled to an eight (8) hour
109. break between the end of a shift and the beginning of the
110. next shift unless overtime is paid in accordance with the
111. provisions of this Agreement and applicable regulations.

112. SECTION 10. Employees in a particular work unit may request
113. to exchange their days off based on mutual consent. Such
114. written requests may be granted by the Employer consistent
115. with work requirements, provided that work scheduling is not
116. adversely affected and the Employer does not incur an
117. obligation to pay any form of additional compensation.

118. SECTION 11. When three 8-hour shifts are in operation and a
119. 20 minute paid meal period is in effect for any one
120. particular shift, the meal period is considered duty time.
121. To insure adequate coverage of their respective sections,
122. employees will spend this paid meal period in close
123. proximity to their work area. With supervisory permission,
124. employees may absent themselves from the work area for brief
125. periods of time. Such time will be limited to the minimum
126. amount(s) required to satisfy a particular need, recognizing
127. that presence in the work area is essential.

128. SECTION 12. Irregular tours of duty, if established, will
129. be in accordance with government wide rules and regulations.