

Appendix A

**Flexible Work Arrangements (FWA), Credit Hours for Field Offices
and Card Centers**

Section 1. Purpose

This appendix sets forth the FWA and credit hour procedures to be followed in field offices and provides authority for such employees to participate in these arrangements.

Section 2. Employee Options

Employees have the option of participating in FWA (which is flextime or a flexible 5/4/9 or 4/40 work arrangement(s)).

Section 3. Scope

All full-time bargaining unit employees (including temporary employees) working in Field offices are covered by this appendix. Part-time employees may work flextime on those days that they work an 8 hour tour.

~~Section 4. Determining Office Plan~~

27 ~~The flextime plan for each office is determined by the number of full-time permanent~~
28 ~~(FTP) bargaining unit (BU) employees assigned to work in that office. Offices with 15 or~~
29 ~~more FTP BU employees will use the large office plan. Offices with 14 or fewer FTP BU~~
30 ~~employees will use the small office plan. Those offices with 13 or 14 FTP BU~~
31 ~~employees that are under the large office plan as of the effective date of this agreement~~
32 ~~will continue under that plan. Thereafter, management will review the office staffing for~~
33 ~~all offices annually as of October 1 to determine which plan to use. Once an office~~
34 ~~meets the criteria to use the large office plan, it will not revert to a small office plan until~~
35 ~~the number of FTP BU employees drops below 13 as of the annual review of the~~
36 ~~staffing in October.~~

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39 **Section 5 4. Flextime in Large Offices**

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41 A. Flextime Shifts

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43 Shift 1 begins ~~one~~ **two** hours (~~4 2~~ hours) before the normal start time and ends one
44 hour after the normal start time. Shift 2 begins at the normal start time and ends one
45 hour after the normal start time. **Shift 2 will only be established in situations**
46 **where staff flextime preference precludes timely handling of late face-to-face**
47 **interviews.**

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49 B. Core Time

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Core time for shift one is the period one hour after the normal start time to ~~one~~ **two** hours prior to the normal stop time. For example, if the normal office hours are 8 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m. to ~~3:30~~ **2:30** p.m. Core time for shift two is the period one hour after the normal start time to the normal stop time. For example, if the normal hours are 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m. to 4:30 p.m.

C. Flexible Band

Flexible band for shift 1 is a ~~2~~ **3** hour period starting ~~one~~ **two** hours before the normal start time and ending one hour after normal start time. It will also be ~~one~~ **two** hours prior to the normal end of the workday to one hour after the end of the normal workday. The flexible band for shift 2 is a one hour period starting at the normal start time and ending one hour after the end of the normal start time. It will also be from the end of the normal workday to one hour after the end of the normal workday.

Where variations exist such as 45 minute lunches with the flexible band ending at 5:45 p.m., the practices will continue and can only be changed through notice to the Union and opportunity to bargain in accordance with Article 4.

73 ~~Section 6. Flextime in Small Offices~~

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75 ~~A. Flextime Shifts~~

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77 ~~Shift 1 begins 45 minutes before the normal start time and ends 1 hour after the~~
78 ~~normal start time. Shift 2 begins at the normal start time and ends one hour after the~~
79 ~~normal start time.~~

80

81 ~~B. Core Time~~

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83 ~~Where normal office hours are 8 a.m. to 4:30 p.m. with 30 minutes for lunch, core~~
84 ~~time for Shift 1 employees shall be 9:00 a.m. to 3:45 p.m. Core time for Shift 2~~
85 ~~employees shall be 9 a.m. to 4:30 p.m.~~

86

87 ~~C. Flexible Band~~

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89 ~~The flexible band for small offices is a 1 hour and 45 minute period starting 45~~
90 ~~minutes before the normal start time and ending one hour after the normal start time.~~
91 ~~It will also be 45 minutes prior to the normal end of the workday to one hour after the~~
92 ~~end of the normal workday.~~

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95 ~~Section 7 5. Common Flextime Provisions for Large and Small Offices~~

96

97 The following provisions apply to ~~both large and small~~ **all** offices:

98

99 A. The Flextime Workday

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101 The usual eight (8) hour workday plus lunch will be replaced by a working day
102 that is composed of two (2) different types of time: core time and a flexible band.

103 On days where the tour for a part-time employee is less than 8 hours, employees
104 may flex 30 minutes before or after their normal start time. Employees ~~with prior~~
105 ~~supervisor approval~~ may flex out for lunch **with prior notice to his/her**

106 **supervisor estimating the amount of flex out time to be taken.** The

107 ~~employee must append this time to his/her already established lunch period.~~

108 **The employee will extend his/her workday by the number of minutes flexed**
109 **out, either working the extra minutes or, at the employees option, by using**
110 **leave or credit hours to make up/fulfill their daily work tour requirement.**

111

112 B. In Office Training and Meetings

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114 Consistent with operational needs, training and meetings will be scheduled to
115 minimize interference with the use of the morning flexible band. **Management**
116 **will not schedule training and meetings to prevent employees from availing**
117 **themselves of flextime, except in those rare instances when the nature of**
118 **the training is such that it must be provided immediately.** On days that

119 training and/or meetings are scheduled, employees will arrange their time of
120 arrival so as to be present for such training and/or meetings, **unless the training**
121 **can be made available for later viewing by tape, CD, video on demand,**
122 **through make-up training, notes or by other means. Management will**
123 **furnish written meeting notes to employees who were not present. In the**
124 **rare instance where training or a meeting is mandatory, an employee who**
125 **arrives late or misses such training or meeting, will be allowed to fulfill the**
126 **hours of their work requirement by extending the work day, as needed, up**
127 **to the limits of the flex band. This is not intended to alter the entitlement**
128 **to excused absence pursuant to Article 31, Section 3(A).**

129

130 C. Shift Assignments

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132 Management will assign the minimum number of employees to shift 2 to
133 accommodate employee preference and operational needs.

134

135 D. Adjustments to Shift Assignments

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137 In the event of unusual workload or staffing problems, management may assign
138 employees to a different shift. Such assignment **will be extremely rare, and if**
139 **necessary it** will be done equitably. When such adjustments are no longer
140 necessary, employees will return to their scheduled shift assignment.

141

142 E. Shift Rotations

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144 Shift rotations, where necessary, will be **negotiated** ~~worked out~~ at the local level
145 taking into consideration the preferences of employees and the operational
146 needs of the office.

147

148 F. Timekeeping Procedure

149

150 All bargaining unit employees will be expected to use time recording equipment
151 or sign in and sign out each day using the SSA Serial Time and Attendance
152 Roster (Form SSA-30), ~~subject to final Automated Time and Attendance~~
153 ~~agreements~~. Employees will use the applicable system in order of their arrival
154 and departure.

155

156 G. Start Times

157

158 If an employee arrives at the office prior to their scheduled start time, **the**
159 **employee will be allowed to work credit hours until the beginning of their**
160 **scheduled start time** ~~his/her sign-in time will be the time his/her normal flextime~~
161 ~~is scheduled to start.~~

162

163 H. Lunch and Breaks

164

165 To the **maximum** extent feasible, management will continue existing lunch and
166 break arrangements. **If Management proposes to change existing lunch or**
167 **break arrangements, notice will be provided to the Union in accordance**
168 **with Article 4 of this Agreement.** Employees will not be required to sign-in/sign-
169 out for **either** breaks **or** lunch.

170

171 I. Return to Fixed Shift

172

173 The conditions listed below are examples of reasons that may be cause for a
174 return to normal working hours for all or some participating employees. **Nothing**
175 **will prevent an employee from working credit hours before or after normal**
176 **working hours in the below situations:**

177

178 1. Court Leave

179

180 Employees eligible for court leave will automatically revert to their normal
181 office working hours for purposes of returning to work when court closes
182 early or their services are not needed by the court. **Nothing will prevent**
183 **the employee from working morning or afternoon credit hours on**
184 **days they are scheduled for court leave.**

185

186 2. Out-of-Office Training

187

188 Employees who are scheduled to attend all day or partial day out-of-
189 office training may be required to revert to normal office working hours.

190

191 3. Travel Status

192

193 Employees who will be in travel status will either revert to normal office
194 hours or remain on flextime, depending upon operational needs.

195

196 4. Delayed Office Openings

197

198 When the opening of an office is delayed, all employees will revert to
199 normal office hours.

200

201 ~~J. Adjustments to Flextime Bands~~

202

203 ~~Should less than four employees for large offices and two employees for small~~
204 ~~offices utilize the 15 minute band at the beginning or end of the day for five~~
205 ~~consecutive workdays, that portion of flexband may be discontinued beginning~~
206 ~~the next pay period. That portion of the flexband will be resumed when more~~
207 ~~than three employees for large offices and more than one employee for small~~
208 ~~offices express an interest in working that portion of the band.~~

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210

211 **Section 8 6. Flexible 5/4/9 and 4/40 -Work Arrangement Eligibility for Field offices**

212

213 Field offices with 12 or more bargaining unit employees will be allowed to participate in
214 the flexible 5/4/9 **and 4/40** -work arrangement for field offices. Those offices with 10 or
215 11 bargaining unit employees which were eligible to participate in the flexible 5/4/9 work
216 arrangements for field offices as of the effective date of this agreement will continue to
217 be eligible to participate **and will be eligible to work the 4/40 work arrangements.**

218 Thereafter, management will review the office staffing for all offices annually as of
219 October 1 to determine whether the office meets the criteria to participate. No office will
220 lose eligibility to participate in this plan unless it drops below ten (10) bargaining unit
221 employees at the time of the annual review.

222

223

224 **Section 9 7. Flexible 5/4/9 and 4/40 -Work Arrangement Rules for Field offices**

225

226 The flexible 5/4/9 **and 4/40** -work arrangement shall be in accordance with the following
227 rules:

228

229 A. Employees electing to work the flexible 5/4/9 **or 4/40** work arrangement can work a
230 flexible schedule that is consistent with the office flexible band. Employees must
231 schedule their arrival so as to complete their 9 ½ **or 10 ½** hour work schedule (to
232 include lunch) by the end of their flexible band.

233

234 B. Participants will work eight 9-hour days each pay period **or 8 10- hour days in each**
235 **pay period.**

236

237 C. Participants **on 5/4/9** will work one regular 8-hour workday each pay period that
238 corresponds to shift 2 (Start time cannot be earlier than 8 a.m.). However, start
239 times will continue in those offices that allowed start times earlier than 8:00 a.m.

240

241 D. Participants **on 5/4/9** will have one non-workday each pay period.

242

243 **E. With advance notice to a supervisor, and absent an operational exigency,**
244 **employees will be able to change their day off and their 8-hour day.**

245

246

247 **Section 10 8. Determining the Flexible 5/4/9 and 4/40 Work Arrangement**

248

249 The flexible 5/4/9 work arrangement will be designed so that **a minimum of**
250 ~~approximately~~ 10 percent of the employees per position in the office can be off work at
251 one time on a flexible ~~5/4/9~~ work arrangement. However, the Employer may allow an
252 excess of 10 percent of the employees per position off on any given day.

253

254 **The 4/40 work arrangement will be designed so that a minimum of 20 percent of**
255 **the employees per position in the office can be off work at one time on a 4/40**

256 **work arrangement. However, the Employer may allow an excess of 20 percent of**
257 **the employees per position off on any given day.**

258

259 **Section 11 9. Scheduling**

260

261 A. Management will consider operational needs and employee preference in making
262 assignments and reassignments to work schedules.

263

264 B. Once operational needs are taken care of, any other conflicts in scheduling that
265 result will be resolved in favor of the employee with the earliest service computation
266 date (SCD). Management will timely communicate to the employee any denial of the
267 preferred day off.

268

269 C. After initial assignments, rotation between shifts will occur if employee conflicts
270 continue to exist on a semi-annual basis, consistent with semi-annual leave
271 requests, to ensure that all employees have an opportunity to have the most popular
272 days off. **When an employee with a Monday or Friday off for the prior semi-**
273 **annual period has to change his/her day off due to employee conflict, and**
274 **there is no conflict for a Tuesday, Wednesday, or Thursday, the employee will**
275 **have a choice of which day to take off.** ~~If there is a conflict, the rotation may~~
276 ~~occur in the following or similar fashion: Employees with Mondays off would rotate to~~
277 ~~Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday,~~

278 ~~Friday to Tuesday, etc.~~ **Conflicts will be resolved by earliest Service**

279 **Computation Date.**

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281

282 **Section 12 10. Credit Hour Provisions**

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284 A. General Provisions

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286 Employees eligible to work credit hours will be permitted to do so, provided there is
287 appropriate work **available** ~~as determined by management~~, and it can be performed
288 at the requested time(s).

289

290 B. Credit hours **can be worked at any time** ~~are worked at the conclusion of the~~
291 ~~employee's 8 hour day and can only be worked~~ within the flexible band of the office.

292 Employees assigned to shift two may adjust their arrival time to work ~~pre-approved~~
293 **morning** credit hours ~~only after completing an eight hour tour~~. The employee's
294 departure time cannot be prior to the end of core time for shift two (e.g. 4:30 p.m.),
295 **unless supervisory permission is granted**. ~~Failure to comply with this provision~~
296 ~~for reasons other than a personal emergency (in accordance with Article 31) will~~
297 ~~result in the employee assigned to shift 2 forfeiting the opportunity to start work prior~~
298 ~~to the beginning of the normal shift 2 flexible band for two weeks from the date of the~~
299 ~~incident.~~

300

301 ~~Any shift two employee who wishes to take advantage of this provision, must~~
302 ~~request and be given approval by close of business the preceding work day.~~

303

304 C. All full-time employees may participate in the credit hour program consistent with the
305 provisions and requirements of this appendix. Part-time employees are covered on
306 those days that they work an 8-hour tour. Part-time employees, **and employees**
307 **who work 5/4/9 and 4/40**, may also earn up to ~~2½~~ **8** credit hours on their non-tour
308 day(s).

309

310 D. Requesting Credit Hours

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312 1. The Employee has the option to request the opportunity to earn credit hours
313 **either** orally, or in writing, **at their option**. ~~by completing a form designated by~~
314 ~~management. The request will ordinarily be made on the workday preceding the~~
315 ~~day the hours are to be worked, and will be submitted to the immediate~~
316 ~~supervisor. In the supervisor's absence, the request will be submitted to the~~
317 ~~next available line manager. The request will be made prior to the planned~~
318 **usage of credit hours.** Denials must be in writing and returned to the employee
319 as soon as possible.

320

321 2. ~~The procedure described in Section 12 D.1 above does not preclude submission~~
322 ~~of, and approval of a request to work credit hours for more than one workday in~~
323 ~~the future.~~

324

325 3. ~~The procedure described in Section 12 D.1 above does not preclude requesting~~
326 ~~same day credit hours.~~

327

328 4. If credit hours are requested and approved and overtime is subsequently made
329 available, the employee will be afforded the opportunity to elect to work the
330 overtime.

331

332 E. Signing for Credit Hours

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334 All employees working credit hours will sign in and out for the credit hour period
335 worked on a serial sign-in/sign-out sheet, subject to Automated Time and
336 Attendance agreements, provided by management. ~~Employees must be ready and~~
337 ~~available to work upon signing in.~~

338

339 F. Earning Credit Hours

340

341 An employee may earn up to ~~two~~ **three** and one-half (2 1/2) credit hours per
342 workday. Credit hours may be earned in one-quarter (1/4) hour increments. **Full-**
343 **time employees may accrue credit hours so that the total exceeds the 24 hour**
344 **maximum limit in a pay period. However, the hours in excess of 24 must be**
345 **requested and used prior to the end of the pay period.** ~~An employee may~~
346 ~~accrue up to 28 hours during a pay period, however, only a maximum of 24 credit~~

347 ~~hours may be carried over from the prior pay period.~~ Part-time employees may not
348 carry over from the prior pay period more than one-half of their weekly part-time tour.
349 Credit hours must be earned in advance of their use.

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351 G. Using Earned Credit Hours

352

353 The use of credit hours shall be approved in the same manner as annual leave in
354 accordance with Article 31 of the national agreement. Credit hour use will be
355 requested on form SSA-71 or equivalent. Supervisors will approve use of credit
356 hours under the same criteria used for the approval of leave. In the event of a
357 conflict between credit hour requests, it will be resolved in favor of the employees
358 with the earliest SCD within the work unit by the supervisor.

359

360 **Section 11. Tour of Duty**

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362 **The Administrative work week is Sunday through Saturday. Except where**
363 **otherwise agreed upon by SSA and AFGE, office hours for field offices are**
364 **established as 6:00a.m. – 5:30 p.m., and tours of duty may be established within**
365 **those hours, at the election of the employee, pursuant to this Article.**

366

367 **Any offices where employees have a tour of duty which ends after 5:30 p.m. will**
368 **continue that practice.**