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Appendix C

**Flexible Work Arrangements (FWA) Compressed Work Schedules (CWS) and
Credit Hour Plans for Headquarters Components (Excluding OHA, ODAR
Except those OHA ODAR Units Established as Part of Local 1923)**

Section 1. Purpose

This appendix sets forth the FWAs (~~which is either flextime, flexible 5/4/9 work arrangement or flexible 4/40 work arrangement for those components that have 4/40 as of the date of this agreement~~) and credit hour procedures to be followed in Headquarters components of the Social Security Administration (excluding the ~~Office of Hearings and Appeals~~ **Office of Disability, Adjudication, and Review** except as noted above) and provides authority for such employees to participate in these arrangements.

Section 2. Exceptions

A. FWA and Fixed Shift Employees

24 The parties agree that there are situations that will not readily accommodate an
25 FWA as defined in Article 10 and implemented by this appendix. However, this
26 will not preclude consideration and disposition of such situations on a case-by-
27 case basis, that to the maximum extent feasible, the Employer will afford fixed
28 shift and twenty-four (24) hour operation employees (e.g., essential functions,
29 NCC employees, etc.) the opportunity to work FWA. ~~Current fixed shift and~~
30 ~~starting times will continue as at present and must be followed.~~ **These**
31 **employees will have the opportunity to work credit hours if there is**
32 **appropriate coverage for the entire applicable shifts.**

33

34 B. Use of Credit Hours in 24-Hour Operations

35

36 The parties recognize that staffing requirements in fixed shift and 24-hour
37 operations may impose additional problems in the use of credit hours other than
38 those experienced in the remainder of headquarters. The parties agree that in
39 these fixed shift/24-hour operations the priority consideration for the use of credit
40 hours is adequate staffing.

41

42

43 **Section 3. General Provisions**

44

45 A. Employee and Management Options

46

47 The parties understand and agree that credit hours or flexible 5/4/9 or 4/40 work
48 arrangements will be initiated by the employee and will be subject to approval by
49 the supervisor. In contrast, the parties understand and agree that overtime and
50 compensatory time (with the exception of religious compensatory time) are
51 initiated by the Employer.

52

53 B. Flexible 5/4/9 or 4/40 Work Arrangements

54

55 For Headquarters components, the flexbands are 6 a.m. to 9:30 a.m. and 2:30
56 p.m. to 6 p.m. Consequently, employees working a flexible 5/4/9 or 4/40 work
57 arrangement must arrange their arrival time so they can complete their nine and
58 one-half (9 1/2) hour or ten and one-half (10 1/2) work schedule by 6 p.m.

59

60 C. ~~Credit Hour Accrual and Usage~~

61

62 ~~Headquarters employees may earn credit hours in conjunction with flextime.~~

63 **Employee time will be recorded on serial sign-in/out sheets subject to final**
64 **Automated Time and Attendance agreements. Employees who flex out and**
65 **flex in during their work shift must use the serial sign-in-out sheets subject**
66 **to final Automated Time and Attendance agreements. Employees will not**
67 **be required to sign in and out at lunch.**

68

69 **Section 4. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement**

70

71 A. Employees will revert to their established fixed shifts when there is an
72 administrative decision to authorize a late opening. Management will establish a
73 fixed shift schedule for the nine and one-half (9 1/2) hour work day and ten and
74 one-half (10 ½) hour work day. In the event there is an early closing,
75 management will excuse the remaining hours in the workday, if any.

76

77 B. An employee will continue to participate in the flexible 5/4/9 or 4/40 work
78 arrangement while in travel status unless there is a need to change the work
79 schedule; e.g., the hours of operation at the travel site differ from those of the
80 employee. Management reserves the right to adjust the work schedules of
81 employees in travel status and if possible should do so in advance of the
82 administrative workweek.

83

84

85 **Section 5. Credit Hour Provisions**

86

87 A. Procedures

88

89 1. Employees eligible to work credit hours under the provisions of this appendix
90 will be permitted to earn up to ~~two~~ **three** and one-half (2 **3** 1/2) credit hours
91 per day, if approved, provided that there is appropriate work available ~~as~~
92 ~~determined by management~~ for the employee and it can be performed at the

93 requested time(s). Employees may accrue credit hours so that the total
94 exceeds the 24-hour maximum limit within the pay period. However, the
95 hours in excess of 24 must be requested and used prior to the end of the pay
96 period. All credit hours must be worked within the prescribed flexband. Part-
97 time employees may work up to ~~2~~ 3½ credit hours on their non-tour day(s).

98

99 2. Credit Hours can be earned in one-quarter (¼) hour increments.

100

101 3. In accordance with law the maximum number of credit hours a full-time
102 employee may carry over from one pay period to the next pay period is
103 twenty-four (24). Part-time employees may accumulate and carry over not
104 more than 1/4 of the hours in such employees' biweekly basic work
105 requirements.

106

107 B. Requests to Work Credit Hours

108

109 1. The employee will have the option to request the opportunity to earn credit
110 hours orally, or by completing a form designated by management. The
111 request will ordinarily be made on the workday preceding the day the hours
112 are to be worked, and will be submitted to the immediate supervisor. In the
113 supervisor's absence, the request will be submitted to the next available line
114 manager. Same day requests to work credit hours are also acceptable.

115 Denials must be made in writing **stating the reason** and returned to the
116 employee as soon as possible.

117

118 2. The procedure described in Section 5(B)(1) above does not preclude
119 submission of, and approval of a request to work credit hours for more than
120 one workday in the future.

121

122 3. The procedure described in Section 5(B)(1) above does not preclude working
123 same day credit hours.

124

125 4. If credit hours are requested and approved and overtime **or compensatory**
126 **time** is subsequently made available, the employee will be afforded the
127 opportunity to elect to work the overtime **or compensatory time**.

128

129 C. Usage of Credit Hours

130

131 Use of earned credit hours is to be requested by submitting a form SSA-71 or
132 equivalent. The employee will check the block to the left of "Other" and write out
133 credit hours. Credit hours can be used in lieu of, or together with approved
134 leave.

135

136

137 **Section 6. Flexible 5/4/9 or 4/40 Work Arrangement Provisions**

138

139 A. Procedures

140

141 In maintaining adequate staffing coverage within SSA headquarters components,
142 it is agreed and understood that management will approve flexible 5/4/9 or 4/40
143 work arrangements in a fair and equitable manner. In order to maintain
144 appropriate resources by positions, management will approve employee requests
145 for specific schedules as long as the requests generally will not result in more
146 than fifteen (15) percent of the staff being off on any given day. However, this
147 amount may be increased depending upon workload and differing demands of
148 respective offices/components. This is over and above the normal leave usage.
149 In computing the fifteen (15) percent staffing figure, management will round up to
150 the next whole person.

151

152 B. Requests for Flexible 5/4/9 or 4/40 Work Arrangements

153

154 1. Each employee desiring to work under a flexible 5/4/9 or 4/40 work
155 arrangement should submit, on a form designated by management, a written
156 request to their supervisor for a decision. The Employer will act upon these
157 requests as soon as possible, but in no case later than thirty (30) days
158 following the requesting period. Employees already established in a flexible
159 5/4/9 or 4/40 work arrangement will not be required to file a new request for
160 each new requesting period.

161

162 2. All new employees or rehires will be given the opportunity of requesting to
163 participate in the flexible 5/4/9 or 4/40 work arrangement.

164

165 3. Once operational needs are taken care of, any other conflicts in scheduling
166 that result will be resolved in favor of the employee with the earliest SCD.

167

168 4. Employees requesting a change to their day(s) off under a flexible 5/4/9 or
169 4/40 work arrangement may only make such changes at the semiannual
170 requesting period. Conflicts in scheduling that involve more requests for a
171 particular day off than can be accommodated will be handled in accordance
172 with the provision of subsection 3 above. Hardship situations will be handled
173 on an exception basis by management.

174

175 5. A new six (6) month flexible 5/4/9 or 4/40 work arrangement will always begin
176 the first day of the first full pay period of the first month of the new flexible
177 5/4/9 or 4/40 work arrangement schedule.