

1 **Appendix D**

2  
3 **Flexible Work Arrangements (FWA) and Credit Hour Plans for Office of**  
4 **Disability, Adjudication and Review (ODAR)**

5  
6  
7 **Section 1. Purpose**

8  
9 This appendix sets forth the FWA (which is either a flextime, flexible 5/4/9 work  
10 arrangement or flexible 4/40 work arrangement) and credit hour procedures to be  
11 followed (in the Office of **Disability, Adjudication and Review**) and provides  
12 authority for such employees to participate in these arrangements. In reaching  
13 agreement on this Appendix, neither party waives any provision of the National  
14 Agreement, laws or government-wide regulations. The parties recognize that the  
15 FWA provisions reflected in this appendix are solely designed to meet the  
16 specific workload and employee needs of the Office of **Disability, Adjudication**  
17 **and Review** and may not be appropriate for other SSA components.

18  
19  
20 **Section 2. Scope**

22 All **ODAR** bargaining unit employees (including temporary employees) are  
23 covered by this Appendix. Part-time employees are covered for the Flextime and  
24 Credit Hour Plan only.

25

26

### 27 **Section 3. Basic Provisions**

28

#### 29 A. Timekeeping Procedures

30

31 All bargaining unit employees will be expected to sign in and sign out each  
32 day using the SSA Serial Time and Attendance Roster (Form SSA-30).

33 ~~, subject to final Automated Time and Attendance agreements.~~ Employees  
34 will use the applicable system in order of their arrival and departure.

35

#### 36 B. Lunch and Breaks

37

38 To the extent feasible, Management will continue existing lunch and break  
39 arrangements. Employees will not be required to sign in and sign out for  
40 breaks and lunches. ~~If Management decides to establish a shift two the~~  
41 ~~following lunch and break provisions will apply:~~

42

- 43 • ~~Employees who report to work before 8:00 am must take their breaks~~  
44 ~~between 9:45 am and 10:30 am and between 1:30 pm and 2:15 pm.~~

45 ~~These employees must take their lunch period between 11:00 am and~~  
46 ~~12:30 pm. Employees working the 4/40 FWA must take their lunch~~  
47 ~~period between 11:30 am and 1:00 pm.~~

48

49 • ~~Employees who report to work at 8:00 am or later must take their~~  
50 ~~breaks between 10:30 am and 11:15 am and between 2:15 pm and~~  
51 ~~3:00 pm. These employees must take their lunch period between~~  
52 ~~12:30 pm and 2:00 pm.~~

53

54 • ~~Management may approve an employee's request to change his/her~~  
55 ~~break and/or lunch period for a day or for a longer period.~~

56

57 • ~~Employees with medical conditions will be reasonably accommodated~~  
58 ~~in scheduling breaks and lunch.~~

59

60

61 **Section 4. Flextime Procedures (ODAR Headquarters , ODAR Field Offices**  
62 **and other ODAR work locations)**

63

64 A. Flextime procedures for employees of the Office of **Disability, Adjudication**  
65 **and Review** are set forth below.

66

67 B. Flextime Procedures for ~~OHA Headquarters~~

68

69 1. Core Time and Flexible Bands for ~~OHA Headquarters~~

70

71 Core time is from 9:30 a.m. to 2:30 p.m. The flexible bands are from 6  
72 a.m. to 9:30 a.m. and from 2:30 p.m. until 6 p.m.

73

74 2. Periods of Absence – **Flex during Core Hours**

75

76 Employees who flex-in and flex-out during their work shift must use the  
77 serial sign-in/sign-out sheet., ~~subject to final Automated Time and~~  
78 ~~Attendance agreements.~~ Employees are responsible for working their  
79 scheduled workday shift of eight (8), nine (9), or ten (10) hours.

80

81 3. Delayed Opening

82

83 When the opening of the office is delayed for any reason, the office hours  
84 will be 8 a.m. to 4:30 p.m. for the eight-hour tour and 8 a.m. to 5:30 p .m.

85 for the nine-hour tour and 7:30 a.m. to 6:00 p.m. for the ten-hour tour.

86

87 ~~C. Flextime Procedure for OHA Field Offices (including Processing Centers)~~

88

89 ~~1. Core Time and Flexible band for OHA Field Offices~~

90

91 ~~Shift one core time is from 9:30 a.m. to 3 p.m. The flexible bands are from~~  
92 ~~6:30 a.m. to 9:30 a.m. and from 3 p.m. until 6:00 p.m.~~

93

94 ~~Shift two core time is from 9:30 a.m. to 4:30 p.m. The flexible bands are~~  
95 ~~from 8:00 a.m. to 9:30 a.m. and from 4:30 p.m. to 6:00 p.m.~~

96

97 ~~2. Shift assignments~~

98

99 ~~Management will assign a sufficient number of employees to shift two to~~  
100 ~~accommodate employee preference and operational needs. Employees~~  
101 ~~on both shifts one and two participating in the flextime plan may be~~  
102 ~~required to report to work at a set time because of a particular work~~  
103 ~~activity.~~

104

105 ~~If Management decides to establish a shift two, employees will be~~  
106 ~~informed one pay period in advance of their assignment. The employees~~  
107 ~~required to work the shift two will be selected in the following manner:~~

108

109 ~~● Volunteers.~~

110

111 ~~● When there is an insufficient number of volunteers, the employee(s)~~  
112 ~~with the latest SCD will be chosen.~~

113

114                   • ~~When there is an excess number of volunteers, the employee(s)~~  
115                    ~~with the earliest SCD will be chosen.~~

116  
117                   • ~~Ties in SCD will be broken by a lottery drawing.~~

118  
119                   • ~~There will be a shift rotation after each three (3) month interval by~~  
120                    ~~using the above procedures. Management will make every~~  
121                    ~~reasonable effort to avoid selecting employees for consecutive shift~~  
122                    ~~2 assignments unless the employee volunteers.~~

123  
124                   • ~~In the event of unusual workloads or staffing problems for shift two,~~  
125                    ~~Management will assign the least senior employee(s) within the~~  
126                    ~~position to shift 2 until the situation is resolved, but for no longer~~  
127                    ~~than three (3) months.~~

128  
129                   ~~Credit hours are worked at the conclusion of the employee's 8 hour day~~  
130                   ~~and can only be worked within the flexible band of the office. Employees~~  
131                   ~~assigned to shift two may adjust their arrival time to work preapproved~~  
132                   ~~credit hours only after completing an eight hour tour. The employees'~~  
133                   ~~departure times cannot be prior to the end of core time for shift two (i.e.~~  
134                   ~~4:30pm.). Failure to comply with this provision for reasons other than a~~  
135                   ~~personal emergency (in accordance with Article 31) will result in the~~  
136                   ~~employee assigned to shift 2 forfeiting the opportunity to start work prior to~~

137 ~~the beginning of the normal shift 2 flexible band for two weeks from the~~  
138 ~~date of the incident.~~

139

140 ~~Assignment to shift 2 does not preclude an employee from working~~  
141 ~~overtime between 6:30 am and 8:00 am.~~

142

143 ~~4. Periods of Absence – Flex during Core Hours~~

144

145 ~~Employees who flex in and flex out during their work shift must use the~~  
146 ~~serial sign-in/sign-out sheet, subject to final Automated Time and~~  
147 ~~Attendance agreements. Employees are responsible for working their~~  
148 ~~scheduled workday shift of eight (8), nine (9), or ten (10) hours.~~

149

150 ~~5. Delayed Opening~~

151

152 ~~When the opening of the office is delayed for any reason, the office hours~~  
153 ~~will be 8:00 a.m. to 4:30 p.m. for the 8 hour tour, 8 a.m. to 5:30 p.m. for~~  
154 ~~the 9 hour tour and 7:30 a.m. to 6:00 p.m. for the 10 hour tour.~~

155

156

157 **Section 5. Flexible 5/4/9 or 4/40 Work Arrangement for ODAR – General**

158

159 A. Employee Option

160

161 The parties understand and agree that the flexible 5/4/9 or 4/40 work  
162 arrangement will be requested by the employee. No employee will be forced  
163 into a flexible 5/4/9 or 4/40 work arrangement.

164

165 B. Eligibility **for ODAR** Headquarters

166

167 Full time AFGE bargaining unit employees in OHA **ODAR** Headquarters are  
168 eligible to participate in the flexible 5/4/9 or 4/40 work arrangement as  
169 described in this appendix.

170

171 C. Eligibility for **ODAR** Field Offices **and other ODAR work locations**

172

173 For **ODAR** field offices, eligibility to participate in the flexible 5/4/9 or 4/40  
174 work arrangement is as follows:

175

176 ~~Field offices with~~ **If there are 15** ~~12~~ or more employees as of the effective  
177 date of this Agreement **the field office or work location** will be allowed to  
178 participate in the flexible 5/4/9 or 4/40 work arrangements ~~for field offices~~.

179

180 The number of employees will be reviewed on October 1 of each year to  
181 determine whether the office **or location** meets criteria to participate. No  
182 office will lose eligibility to participate in this plan unless it drops below **ten**  
~~thirteen (13)~~ **(10)** employees as of the date of the review.

183 **Section 6. Flexible 5/4/9 and 4/40 Work Arrangement Procedures**

184

185 A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangement

186

187 1. Flexible 5/4/9 or 4/40 work arrangement will be designed so that  
188 approximately **twenty percent (20%)** of the employees under each  
189 timekeeper number can be off work at one time. The employer may allow  
190 an excess of **20%** of the employees to be off on any given day.

191

192 2. Management will consider operational needs and employee preference in  
193 making assignments and reassignments to work schedules.

194

195 3. Conflicts in initial scheduling will be resolved in favor of the employee with  
196 the earliest SCD.

197

198 4. If a conflict arises after initial assignments, the employees will attempt to  
199 resolve the scheduling problem themselves. To ensure that all employees  
200 have an opportunity to have the most popular days off, rotation between  
201 schedules will occur on a semi-annual basis if the employees cannot  
202 resolve the problem.

203

204

205 ~~Section 7. Temporary Suspension of Flexible 5/4/9 or 4/40 Work~~  
206 ~~Arrangement~~

207

208 ~~The flexible 5/4/9 or 4/40 work arrangement may be suspended when an~~  
209 ~~employee is to attend a training class with fixed beginning and ending times~~  
210 ~~which could conflict with the flexible 5/4/9 or 4/40 work arrangement.~~

211

212

213 **Section 8. ODAR Credit Hour Provisions**

214

215 A. Eligibility to Participate in the ~~OHA~~ **ODAR** Credit Hour Plan

216

217 All ~~OHA~~ **ODAR** AFGE bargaining unit employees are eligible to participate in  
218 the credit hour plan. ~~However, an employee may not participate in a flexible~~  
219 ~~5/4/9 or a 4/40 work arrangement and Credit Hour Plan simultaneously.~~

220

221 B. Credit Hour Procedures in ~~OHA~~ **ODAR**

222

223 1. Participants in the ~~OHA~~ **ODAR** credit hour plan will be permitted to earn  
224 up to **three one-half (3 1/2)** credit hours per work day, ~~if approved,~~  
225 provided that there is appropriate work **for the employee to perform, as**  
226 ~~determined by management,~~ at the requested time(s). Employees may  
227 accrue credit hours so that the total exceeds the 24 hour maximum limit

228 within the pay period. However, the hours in excess of 24 must be  
229 requested and used prior to the end of the pay period. Part-time  
230 employees may work up to **3 1/12** credit hours on their non-tour day(s).

231

232 2. Credit hours can be earned in one-quarter ( $\frac{1}{4}$ ) hour increments.

233

234 3. In accordance with law the maximum number of credit hours a full-time  
235 employee may carry over from one pay period to the next pay period is  
236 twenty-four (24). Part-time employees may accumulate and carry over  
237 not more than  $\frac{1}{4}$  of the hours in such employee's biweekly basic work  
238 week.

239

240 4. Request to work Credit Hours

241

242 a. The employee has the option to request the opportunity to earn  
243 credit hours orally, or in writing by completing a form designated by  
244 management. The request will ordinarily be made on the workday  
245 preceding the day the hours are to be worked, and will be  
246 submitted to the immediate supervisor. Same day requests to work  
247 credit hours are also acceptable. In the supervisor's absence, the  
248 request will be submitted to the next available line manager.  
249 Denials must be in writing, **state the reason for the denial** and

250 returned to the employee, **before the time the employee**  
251 **requested to earn credit hours.** ~~as soon as possible.~~

252

253 b. 4(a) above does not preclude submission and approval of a request  
254 to work credit hours for more than one workday in the future as long  
255 as the total hours accrued does not exceed twenty-four (24).

256

257 c. 4(a) above does not preclude working same day credit hours.

258

259 d. If credit hours are requested and approved and overtime **including**  
260 **comp time** is subsequently made available in advance of working  
261 the credit hours approved, the employee will be afforded the  
262 opportunity to elect to work the overtime

263

264 5. Recording Credit Hours

265

266 a. Credit hours earned, used, and the balance remaining will be  
267 recorded in the manner provided by the payroll system.

268

269 b. Credit hours earned on a daily basis will be recorded by the  
270 employee on the appropriate time and attendance roster.

271

272

273 6. Use of Credit Hours

274

275 Use of credit hours may be requested by submitting a form SSA-71 or  
276 equivalent. The employee will check the block to the left of "other" and  
277 write out "credit hours." Credit hours can be used in lieu of, or together  
278 with, approved leave and/or compensatory time.

279

280 **Section 9. Miscellaneous**

281

282 A. If Management proposes to make any change to the FWA or the Credit Hour  
283 Plan of bargaining unit employees, or to restrict the application of the FWA or  
284 the Credit Hour Plan to any new position, the Union will be notified in  
285 accordance **with the National Agreement and 5 USC 71.**

286

287 B. This Appendix does not preclude an employee from requesting an altered  
288 tour of duty for specific personal reasons.

289