

Appendix E

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Flexible Work Arrangements (FWA), and Credit Hour Plans for ROQA OQP

Section 1. Purpose

This appendix sets forth the FWA (which is either flextime, or flexible 5/4/9 work or 4/40 arrangement) and credit hour procedures to be followed in ROQA OQP and provides authority for ROQA OQP employees to participate in these arrangements. In reaching agreement on this Appendix, neither party waives any provision of the National Agreement, laws or government-wide regulations.

The parties recognize that the FWA provisions reflected in this appendix are solely designed to meet the specific workload and employee needs of ROQA OQP and may not be appropriate for other SSA components.

Section 2. Scope

The provisions of this appendix apply to full-time and part-time ROQA OQP employees.

24

25 **Section 3. Flextime Procedures**

26

27 A. General

28

29 All ~~ROQA~~ **OQP** flexible schedules will be consistent with law and this
30 Appendix.

31

32 B. Flextime Provisions/Availability of Credit Hours

33

34 1. The Parties understand and agree that FWA will be initiated by the
35 employee. In contrast, the parties understand and agree that the Agency
36 initiates overtime and compensatory time.

37

38 2. A flextime schedule with credit hours will be available for all full-time and
39 part-time ~~ROQA~~ **OQP** employees. Workdays of twelve (12) hours
40 duration will be established for ~~ROQA~~ **OQP** employees, the flexible bands
41 start at 6 a.m. and end at 6 p.m.

42

43 3. Core hours will be from 9:30 a.m. to 2:30 p.m. Flexible bands will be from
44 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6 p.m.

45

46 4. For employees working a flexible 5/4/9 work arrangement, the flexible
47 band start time is 6 a.m. to 8:30 a.m. Employees who work a flexible 5/4/9
48 **or 4/40** work arrangement must arrange their schedule so that they can
49 complete their nine and one-half (9 1/2) **or 10** hour work schedule by the
50 end of the workday as provided above.

51

52 5. Holidays and premium pay for flexible schedules will be consistent with
53 law and this appendix.

54

55 ~~6. Employees working a flexible 5/4/9 work arrangement will not be eligible to~~
56 ~~earn credit hours as described in this Appendix.~~

57

58 A. Special Circumstances

59

60 **1. Consistent with the National Agreement, all travel practices**
61 **will continue in all locations.**

62

63 **2. Employees will also revert to their established schedules when**
64 **inclement weather or other emergency conditions result in**
65 **administrative decision to authorize late arrival.**

66

67 ~~On days that in office training and/or meetings are scheduled, employees will~~
68 ~~arrange their time of arrival so as to be present for such training and/or~~
69 ~~meetings.~~

70
71

72 **Section 4. Credit Hour Provisions**

73

74 A. All employees covered by this Appendix will be permitted to earn up to 3 ~~two~~
75 **three** and one-half (**3 ½** ~~2-1/2~~) credit hours per work day, ~~with supervisory~~
76 ~~approval,~~ provided that there is work available for the employee, as
77 determined by management, and it can be performed at the requested
78 time(s). Part-time employees may work up to **3 ½** ~~2-1/2~~ credit hours on their
79 non-tour day(s).

80

81 B. Credit hours may be earned in increments of one quarter (1/4) hour. Credit
82 hours may be used in increments of ¼ hour.

83

84 C. Full-time employees may accrue credit hours so that the total exceeds the 24
85 hour maximum limit in a pay period. However, the hours in excess of 24 must
86 be requested and used prior to the end of the pay period. A part-time
87 employee may accrue no more than one-fourth (1/4) of the hours in such
88 employee's basic bi-weekly work requirements.

89

90 D. Consistent with the assignment involved and with prior management
91 approval, ~~ROQA~~ **OQP** employees may earn credit hours while working in field
92 locations ~~if not on a flexible 5/4/9 work arrangement.~~

93

94 E. Requesting and Using Credit Hours

95

96 4- The employee has the option to request the opportunity to earn credit
97 hours orally, or in writing by completing a form designated by
98 management. The request will ordinarily be made on the workday
99 preceding the day the hours are to be worked, and will be submitted to
100 the immediate supervisor. In the supervisor's absence, the request will
101 be submitted to the next available line manager. Denials must be in
102 writing and returned to the employee as soon as possible. In the case
103 that there is not enough work available, it is understood that the
104 employee(s) receiving earlier approval will receive priority over those
105 receiving later approval.

106

107 2- E(1) above does not preclude requesting and working, with supervisory
108 approval, same day credit hours.

109

110 3- If credit hours are requested and approved and overtime is subsequently
111 made available, the employee will be afforded the opportunity to elect to
112 work the overtime in lieu of credit hours.

113

114 4. Use of earned credit hours will be requested by submitting a form SSA-
115 71 or equivalent. Credit hours can be used in conjunction with any
116 other type of leave and/or compensatory time.

117

118 ~~5.~~ Part-time employees may work credit hours on their day off, subject to all
119 other provisions of FWA (Maximum of 8 2-1/2 hours per day).

120

121

122 **Section 5. Flexible 5/4/9 Work Arrangement Provisions**

123

124 A. General

125

126 The flexible 5/4/9 **or 4/40** work arrangement may be suspended when
127 employees are to attend training classes with fixed beginning and ending
128 times that would conflict with the flexible 5/4/9 **or 4/40** work arrangement or in
129 other situations returning to a standard (fixed) schedule.

130

131 B. Requests for Flexible 5/4/9 Work **or 4/40** Arrangement (FWA)

132

133 1. Employees already established in a flexible 5/4/9 **or 4/40** work
134 arrangement will not be required to file a new request for each new
135 requesting period.

136

137 2. Management will consider operational needs and employee preference
138 in making assignments and reassignments to work schedules. Once
139 operational needs are taken care of, any conflicts in initial scheduling
140 that result will be resolved in favor of the employee with the earliest
141 SCD. In such cases, as soon as possible within the ten (10) days
142 Management has to act, the supervisor will communicate the reason(s)
143 for denial of the initial request, in writing, to the employee.

144

145 3. A new six (6) month flexible 5/4/9 **or 4/40** work arrangement will begin
146 the first day of the first full pay period of the first month of the new
147 flexible 5/4/9 **or 4/40** work arrangement. Any nine hour day or ten hour
148 day can be rotated at the request of the employee.

149

150 4. Premium pay for compressed schedules will be consistent with law.

151

152 C. In the event of a late opening or early closing on a day that would otherwise
153 be an employee's nine (9) **or 10** hour day, the employee will be deemed as
154 having completed the nine **or 10** hour day.

155

156

157 **Section 6. General Provisions**

158

159 A. Employee time will be recorded on serial sign-in/out sheets subject to final
160 Automated Time and Attendance agreements. Management will determine
161 the appropriate locations of the sign-in/out sheets. Such locations will be
162 convenient to all employees in a given work unit. Employees will sign in upon
163 the start of work and sign out at the end of work. Employees will not be
164 required to sign in and out at lunch except when the normal lunch period is
165 exceeded or leave is taken.

166

167 B. Staff Meetings, Training Sessions, etc.,

168

169 Employees whose non-work period or day causes them to miss a staff
170 meeting(s), a training session(s), etc. shall not be disadvantaged by the use
171 of credit hours, leave, or the flexible 5/4/9 or 4/40 work arrangement.

172

173 D. Employees who are attending official training courses or conferences will
174 revert to their established fixed schedule, or when necessary, to a schedule
175 set for the course or conference.

176

177 **E. Management will provide the union with advance notice of any survey or**
178 **study concerning flexible 5/4/9 or 4/40 work arrangement and/or credit**
179 **hours in which information is sought for bargaining unit employees.**

180

181 **F. If at any time the President, National Council of Field Assessment**
182 **Locals (or designee) or the Deputy Commissioner, OQP (designee),**
183 **believe that there is a problem with this plan covered by this Appendix,**
184 **either party may submit to the other party and outline of the situation.**
185 **Both parties will make a good faith effort to expeditiously resolve any**
186 **problem or misunderstandings.**

187

188 **G. In accordance with the provisions of this appendix, credit hours can be**
189 **earned in the performance of official business (e.g., blood drive, blood**
190 **donations labor/management relations**

191

192 **H. Any unused credit hours in excess of 24 at the end of a pay period can**
193 **be converted to compensatory time.**

194

195 **J. As an alternative to traditional donations to the leave transfer program,**
196 **employees will be allowed to transfer earned credit hours as well as**
197 **annual leave to employees eligible for the leave transfer program.**

198

199 **K. Upon retirement or separation, unused credit hour will be paid within**
200 **one pay period. If not paid within one pay period, 5% interest will be**
201 **compounded onto the value of the credit hour balance until paid.**

202

203

204 **L. Whenever work is available for credit hours, employees will also have**
205 **the option of working religious compensatory time instead of credit**
206 **hours.**

207