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Appendix F

Flexible Work Arrangements (FWA), and Credit Hour Plans for Program Service Centers, Regional Offices, and Regional Offices of the General Counsel

Section 1. Purpose

This appendix sets forth the FWA (~~which is either flextime, flexible 4/40 work arrangement for those that currently have it as of the date of this agreement or flexible 5/4/9 work arrangement~~) and credit hour procedures to be followed and provides authority for 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 and may not be appropriate for other SSA components.

Section 2. Credit Hours

~~A. Eligibility~~

25 ~~The following are excluded from participating in credit hours:~~

26

27 ~~Employees temporarily reverting to a fixed tour pursuant to the terms of~~
28 ~~this article or appendix.~~

29

30 **A. Credit Hour Procedures**

31

32 1. Credit hours can only be worked on days that the employee is
33 scheduled to work. Credit hours must be worked within established
34 flexible schedules. However, part-time employees may work up to ~~2~~ **3**
35 $\frac{1}{2}$ credit hours on their non-tour day(s).

36

37 2. Employees may earn credit hours in one-quarter hour ($\frac{1}{4}$) increments.
38 Both full-time and part-time eligible employees may work a maximum
39 of ~~two~~ **three** and one-half credit hours per scheduled workday.
40 Employees will not earn and use credit hours in a pattern that creates
41 a 4/40 work schedule.

42

43 3. Employees eligible to work credit hours will be permitted to do so,
44 provided there is appropriate work ~~as determined by management~~ and
45 it can be performed at the requested time(s). Requests to work credit
46 hours must **will normally** be made ~~orally or in writing~~ **in advance**. A
47 written explanation will be provided for any denial.

48

49 4. Current arrangements for recording credit hours will be used, subject
50 to final Automated Time and Attendance agreements.

51

52 5. Employees may accrue credit hours so that the total exceeds the 24
53 hour maximum limit within the pay period. However, the hours in
54 excess of 24 must be requested and used prior to the end of the pay
55 period. A full-time employee may carry over from one pay period to
56 the next a maximum of 24 credit hours, regardless of when they were
57 earned, without risk of forfeiture.

58

59 6. A part-time employee can accumulate or carry over to a succeeding
60 pay period not more than one-fourth of the hours in such employee's
61 biweekly basic work requirement.

62

63 7. If credit hours are requested and approved and overtime is
64 subsequently made available, the employee will be offered the
65 opportunity to elect to work the overtime in lieu of credit hours.

66

67 C. Procedures for Using Credit Hours

68

69 1. Employees will request to use earned credit hours in advance, using
70 Form SSA-71 or equivalent.

71

72 2. Employees may use credit hours in increments of one-quarter hour.

73 They may be used alone, in lieu of or in combination with approved

74 annual leave, sick leave, or leave without pay.

75

76 3. Supervisors will approve credit hours using the same criteria used for

77 the approval of leave. Any conflict between credit hour requests will be

78 resolved in favor of the employee(s) with the earliest SCD.

79

80

81 **Section 3. Flexible 5/4/9 and 4/40 Work Arrangement Provisions**

82

83 A. Scheduling flexible 5/4/9 and 4/40 work schedule

84

85 1. Management will consider operational needs and employee preferences

86 in making assignments to work schedules. In the event of conflicts after

87 operational needs have been met, the employees involved will be asked

88 to resolve the conflict between or among themselves. Any remaining

89 conflict will be resolved in favor of the employee with the earliest SCD.

90 This process will be repeated for each scheduling period.

91

92 2. Employees who discontinue a flexible 5/4/9 or 4/40 work arrangement

93 must wait until the next six month scheduling period cycle before

94 applying to return to a flexible 5/4/9 or 4/40 work arrangement.

95

96 3. Employees already established in a flexible 5/4/9 or 4/40 work

97 arrangement will not be required to file a new request for each new

98 requesting period.

99

100 B. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement

101

102 1. Part time employees are not eligible for flexible 5/4/9 or 4/40 work

103 arrangement.

104

105 2. An employee may be involved in travel, training, or unusual activities that

106 do not accommodate a flexible 5/4/9 or 4/40 work arrangement.

107 Consequently, an employee may be precluded from participating in the

108 flexible 5/4/9 or 4/40 work arrangement for one or more pay periods.

109 During such periods, the employee may participate in a flexible schedule

110 to the extent that she/he is not required to be on a fixed tour.

111

112 3. Operational emergencies may dictate that an employee participating in

113 the flexible 5/4/9 or 4/40 work arrangement may be required by

114 management to have his/her schedule modified for a particular pay

115 period. The modifications may include altering the employee's off day
116 and/or eight hour day.

117

118 4. An employee may request a change in his/her day off because of
119 extenuating circumstances, subject to management approval.

120

121 5. Employees participating in a flexible 5/4/9 or 4/40 work arrangement who
122 are involuntarily assigned to a new unit eligible for flexible 5/4/9 or 4/40
123 work arrangement will be allowed to continue their existing flexible 5/4/9
124 or 4/40 work arrangements.

125

126

127 **Section 4. Flextime Provisions**

128

129 For PSC employees, flexible bands and core time as of the effective date of this
130 Agreement remain in effect.

131

132

133 **Section 5. General Provisions**

134

135 A. Employees in travel status, scheduled for **offsite or initial** training,
136 conferences, or other unusual activities necessitating set hours may be

137 required to revert to fixed tours as prescribed by the respective PSC, and
138 RO/ROGC.

139

140 B. In the event of an administrative decision to authorize late arrival or early
141 dismissal, employees shall revert to their appropriate fixed tours; e.g., nine
142 hour tours on a nine hour day, ten hour tours on a ten hour day for employees
143 on a flexible 5/4/9 or 4/40 work arrangement.

144

145 C. Employees participating in the flextime plan may be required to report to work
146 at a set time because of a particular work activity, such as a training class.

147 The assignment of a fixed reporting time does not necessarily preclude the
148 employee from working credit hours within the remaining portion of the
149 established flexible schedule for the PSC, and RO/ROGC.

150

151 **Whenever possible, training classes, other than initial training classes,**
152 **will be scheduled during core hours.**

153

154 D. Employees at a temporary duty station (TDY) will be governed by any FWA
155 plan in effect at the TDY.

156

157 E. The agency agrees to make every reasonable effort to schedule routine
158 workload meetings during core hours and to give employees as much
159 advance notice of these meetings as possible. Employees who are

160 scheduled to attend special meetings outside core hours must plan their
161 schedules accordingly.

162

163 F. If an employee's non-work period or day causes him/her to miss meeting(s) or
164 training session(s) conveying information for which the employee will be held
165 responsible, his/her supervisor will ensure that this information is timely given
166 to the employee.

167

168 **G. Employees will be allowed to transfer earned credit hours to employees**
169 **eligible for the leave transfer program.**

170

171 H. The agency agrees that employees should be excluded from the provisions of
172 this appendix only when such action is necessary to ensure that the duties
173 and requirements of an employee's position are fulfilled.

174

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