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Appendix G

Flextime, Credit Hour Plans, Flexible 5/4/9 and 4/40 Work Arrangements (for those that have 4/40 as of the date of this agreement) for the Wilkes-Barre Data Operations Center (WBDOC) and the Security Records Center (SRC)

Section 1. Purpose

This appendix sets forth the procedures to be followed for flexible 5/4/9 and 4/40 work arrangements, flextime and credit hour procedures in the DOC and SRC, and provides authority for DOC and SRC employees to participate in these plans. 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 flexible work arrangements (FWA) provisions reflected in this Appendix are solely designed to meet the specific workload and employee needs of the WBDOC and SRC, and may not be appropriate for other SSA components.

Section 2. General

The parties understand and agree that flexible work schedules, flexible 5/4/9 and 4/40 work arrangements, or credit hours will be initiated by the employee and flexible 5/4/9 and 4/40 work arrangements and credit hours will be subject to the approval of

23 management. In contrast, the parties understand and agree that overtime and
24 compensatory time are initiated by the agency.

25

26 The parties agree to ~~continue to follow~~ **modify** the provisions of the MOU dated
27 5/30/2000 regarding Boyers, the MOU dated 6/13/2000 regarding Wilkes Barre Data
28 Operations Center flextime-AWS-Credit Hour expansion experiment, and the MOU
29 dated 5/11/2001 regarding WBDOC CST expansion **so as to allow for the**
30 **increase in the number of credit hours an employee may earn each workday (3**
31 **½).**

32

33 **Section 3. Provisions Related to Flextime**

34

35 Flexible bands are the specific periods of the workday during which employees have
36 the opportunity to vary their starting and departure times.

37

38 Employees at a temporary duty station (TDY) will be governed by the work schedule
39 plan in effect at the TDY.

40

41 **Section 4. Provisions Related to Credit Hours**

42

43 A. Procedures for Working Credit Hours

44 1. Credit hours can only be worked on days that the employee is scheduled to
45 work. Credit hours must be worked within established flexible schedules.

46 However, part-time employees may work up to ~~2~~**3** 1/2 credit hours on their
47 non-tour day(s).

48

49 2. Credit hours are worked in one-quarter hour increments each day. Both full-
50 time and part-time eligible employees may work a maximum of ~~two~~ **three**
51 and one-half credit hours per scheduled workday provided that appropriate
52 work as determined by management is available for the employee and it can
53 be performed at the requested time(s). Credit hours will not be accrued and
54 used in a manner that would be characteristic of a 4/40 work schedule.

55

56 3. The employee has the option to request the opportunity to earn credit hours
57 orally, or in writing by completing a form designated by management. The
58 request will ordinarily be made on the workday preceding the day the hours
59 are to be worked, or the same workday and will be submitted to the
60 immediate supervisor. In the supervisor's absence, the request will be
61 submitted to the next available line manager. Denials must be in writing and
62 returned to the employee as soon as possible.

63

64 4. Serial sign-in/sign-out sheets subject to final Automated Time and
65 Attendance agreements will be used to record credit hours.

66

67 5. ~~A full-time employee may accrue up to 28 credit hours during a pay period.~~
68 **However, a A** maximum of 24 hours only may be carried over from one pay

69 period to the next, regardless of when they were earned without risk of
70 forfeiture. All employees may carry over from one season to the next a
71 maximum of 24 credit hours. Full-time employees will be permitted to earn
72 up to ~~two~~ **three** and one-half (2 **3** 1/2) credit hours per day. **Full-time**
73 **employees may accrue credit hours so that the total exceeds the 24**
74 **hour maximum limit in a pay period.** However, the hours in excess of 24
75 must be requested and used prior to the end of the pay period.

76

77 6. A part-time employee can accumulate or carry over to a succeeding pay
78 period not more than one-fourth of the hours in such employee's bi-weekly
79 basic work requirement.

80

81 7. If credit hours are requested and approved and overtime is subsequently
82 made available before the work is performed, the employee will be notified
83 and afforded the opportunity to work overtime instead. Once credit hours
84 have been worked, they may not be changed to overtime subsequently
85 made available.

86

87 8. Holidays and premium pay for flexible schedules will be consistent with law.

88

89 B. Procedures for Using Credit Hours

90

91 1. Employees will request to use credit hours in advance using form SSA-71 or
92 equivalent.

93

94 2. Employees may use credit hours in increments of one-quarter hour. They
95 may be used alone, in lieu of or in combination with approved leave, in order
96 to take a full day(s) off.

97

98 3. Supervisors will approve use of credit hours under the same criteria used for
99 the approval of leave. In the event of a conflict between credit hour
100 requests, it will be resolved in favor of the employee(s) with the earliest SCD
101 within the work unit by position.

102

103 **Section 5. Provisions Related to Flexible 5/4/9 or 4/40 Work Arrangements**

104

105 A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangements

106

107 Management will consider operational needs and employee preferences in
108 making assignments in flexible 5/4/9 or 4/40 schedules. Any conflicts will be
109 resolved in favor of the employee with the earliest SCD within the work unit by
110 position. This process will be repeated for each scheduling period.

111

112 B. Special Provisions for Flexible 5/4/9 or 4/40 Schedules

113

- 114 1. Part-time employees are not eligible to participate in flexible 5/4/9 or 4/40
115 schedule.
116
- 117 2. An employee may be involved in travel, training, or unusual activities that do
118 not accommodate a flexible 5/4/9 or 4/40 schedule. Consequently, an
119 employee may be precluded from participating in the flexible 5/4/9 or 4/40
120 schedule for one or more pay periods. During such pay periods, the
121 employee may participate in a flexible schedule to the extent that she/he is
122 not required to be on a fixed shift.
123
- 124 3. An operational ~~emergency~~ **exigency** may dictate that an employee
125 participating in a flexible 5/4/9 or 4/40 schedule may be required by the
126 Agency to have his/her schedule modified for a particular pay period. The
127 modification may involve altering which day the employee has as an off day
128 or an eight hour day. The Agency agrees to minimize any such
129 modifications.
130
- 131 4. Employees requesting a change to their day off and/or eight-hour day under
132 a flexible 5/4/9 or days off under a 4/40 work schedule may make such
133 changes ~~only~~ at the semi-annual requesting period. ~~Hardships will be~~
134 ~~handled on an exception basis by management.~~ **An employee may**
135 **request a change in their flexible 5/4/9 or 4/40 work arrangement day**
136 **off for personal reasons. The request must be made in writing to the**

137 **supervisor. The supervisor will consider employee needs, staffing**
138 **needs, and workload conditions prior to acting on the request. The**
139 **supervisor will respond within one (1) work day to the request. If the**
140 **request is denied, the supervisor will justify the reason in writing.**

141

142 5. To the extent possible, employees who are participating in a flexible 5/4/9 or
143 4/40 schedule and are assigned to a new unit will be allowed to continue
144 their existing flexible 5/4/9 or 4/40 schedule.

145

146 6. Flexible 5/4/9 or 4/40 schedules will be determined by Management in a fair
147 and equitable manner. Work schedules will be designed so that
148 approximately 10 percent of the employees in the work unit by position can
149 be off work at one time. However, this amount may be increased depending
150 upon workload and differing demands. This is over and above normal leave
151 usage. In computing the 10 percent staffing figure, Management will round
152 up to the next whole person.

153

154 **Section 6. General Provisions**

155

156 A. Employees in travel status, scheduled for training, conferences, and other
157 unusual activities necessitating set hours may be required to revert to fixed tours
158 as set in the WBD0C and SRC.

159

160 B. In the event of an administrative decision to authorize late arrival or early
161 dismissal, employees shall revert to their established fixed shift schedules e. g.,
162 nine hour tours on a nine hour day for employees on a flexible 5/4/9 or ten hour
163 days for a flexible 4/40 schedule.

164

165 C. On days that training and/or meetings are scheduled, employees will arrange
166 their time of arrival so as to be present for such training and/or meetings.

167 **Whenever possible, training and/or meetings will be scheduled during core**
168 **hours so as not to interfere with the employee flex band.** Employees who
169 are scheduled to attend all day or partial day out-of-office training may be
170 required to revert to their established fixed shift schedule.

171

172 D. All new hires, **and** rehires ~~or returning seasonals~~ will be afforded the opportunity
173 of electing flexible 5/4/9 or 4/40 schedules at the end of the required training
174 period, provided training is scheduled for the entire workday.

175

176 E. Employees at a temporary duty station (TDY) will be governed by any flexible
177 5/4/9 or 4/40 schedule in effect at the TDY.

178

179 F. If an employee's non-work period or non-work day causes him/her to miss
180 meeting(s) or training session(s) conveying information for which the employee
181 will be held responsible, his/her supervisor will ensure that this information is
182 timely given to the employee. **The employee will be provided Agency time**

183 **equivalent to that which was given to employees attending the original**
184 **meeting(s) or training session(s) to review the information.**

185

186 G. Notwithstanding any other provision of this appendix, should the Employer
187 determine that **a pressing operational exigency exists**, ~~it is unable to provide~~
188 ~~the level of service required to support the internal operations as well as the~~
189 ~~American Public and carry out the daily work of the Agency~~, the appropriate
190 Management official may suspend the flexible 5/4/9 or 4/40 schedule and/or
191 credit hours.