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Article 10

Hours of Work, Flextime, Alternate Work Arrangements and Credit Hours

Section 1. Hours of Work

- A. Hours of work for employees shall be in accordance with applicable law and regulations.

- B. A rest period of fifteen (15) minutes duration will be allowed each employee twice a day provided the employee works seven hours and once a day provided the employee works four hours. A rest period of ten (10) minutes duration will be allowed each employee during each period of extended shift overtime, **compensatory time, credit hours, or religious compensation** of at least 2 hours duration. **A rest period of ten minutes duration will also be allowed for employees working a ten hour tour of duty.** On days when all work is overtime, ~~and/or~~ **credit hours, or religious compensation** a rest period of fifteen (15) minutes will be allowed for each period of 4 hours worked. Rest periods will not be appended to periods of leave or the beginning or end of the employee's work shift. Management will not restrict employee mobility during rest breaks.

23 C. The occurrence of holidays shall not affect the designation of the basic
24 workweek.

25

26 **Section 2. General Definitions**

27

28 For the purposes of this article and its Appendices, the following definitions apply:

29

30 A. "Employee" means an AFGE bargaining unit employee of SSA.

31

32 B. "Basic work requirement" means the number of hours, excluding overtime
33 hours, that an employee is required to work or is required to account for by
34 leave or otherwise.

35

36 C. "Fixed shift" means a workday that establishes the employee's arrival and
37 departure times. These times are normally standardized and not variable.

38

39 D. "Overtime" means work that is performed by an employee in excess of eight
40 hours in a day or in excess of 40 hours in an administrative workweek and
41 that is officially ordered or approved by the Agency. "Overtime" does not
42 include "credit hours."

43

44 E. "Core Hours" means that period of time when all employees on a particular
45 shift are expected to be at work.

46

47 F. "Flexible work arrangement" (FWA) means a workday in which the employee
48 may vary the time of arrival and/or departure. A flexible work schedule
49 includes core time and two flexible bands. "Flexible time and flexible bands"
50 mean the specific periods of the workday during which employees may opt to
51 vary their arrival and departure times.

52

53 1. "Flextime" is a system of working hours which allows employees **working**
54 **under a flexible work arrangement** to choose their starting time for their
55 ~~8-hour~~ workday, subject to certain limitations, on a day-to-day basis.

56

57 2. "Flexible 5/4/9 work arrangement" for full-time employees is an 80 hour
58 biweekly basic work schedule that is worked in less than 10 days and
59 includes five (5) workdays in one week and four (4) workdays in the other
60 week of the pay period. Participants will work eight 9 hour days each pay
61 period and one 8 hour day each pay period. Participants will have one
62 designated non-workday each pay period. In the case of a part-time
63 employee, a biweekly basic work requirement of less than 80 hours that is
64 scheduled for less than 10 workdays and that may require the employee
65 to work more than 8 hours in a day.

66

67 3. A flexible "4/40" work arrangement is a 40 hour weekly basic work
68 schedule that includes four (4) workdays in one week. Participants

69 **will work four 10 hour days each week and have one designated non**
70 **workday each week.**

71

72 G. ~~"Compressed work schedule" (CWS) is always a fixed shift.~~

73 **Compressed work schedule means that an employee's basic work**
74 **requirement for each pay period is scheduled for less than 10 workdays.**

75

76

77 H. ~~"4/40" is a 40 hour weekly basic work schedule that includes four (4)~~
78 ~~workdays in one week. Participants will work four 10 hour days each week~~
79 ~~and have one designated non-workday each week.~~

80

81 I. "Credit hours" means those hours worked in excess of an employee's basic
82 work requirement in which an employee on a flexible work schedule elects to
83 work so as to vary the length of a succeeding workday or workweek. ~~The use~~
84 ~~of credit hours cannot be used in a pattern that represents a 4/40 schedule.~~
85 ~~Employees who occupy positions designated for fixed work schedules and~~
86 ~~employees working 9 and 10 hour FWA schedules are not eligible to earn~~
87 ~~credit hours.~~

88

89

90 **Section 3. General Overtime Provisions**

91

92

93 **A. Overtime shall be distributed to bargaining unit employees whose**
94 **performance is fully satisfactory.**

95

96 **B. Overtime shall not be distributed or withheld as a reward or penalty.**

97

98 **C. When an employee, whether covered by the Fair Labor Standards Act or exempt,**
99 **works regular overtime, such overtime will be scheduled and paid in increments**
100 **of 15 minutes. When an employee, whether covered by the Fair Labor**
101 **Standards Act or exempt, works irregular overtime, such overtime will be paid in**
102 **increments of 15 minutes. Daily increments of less than 15 minutes, if such**
103 **occur, will be accumulated during the workweek. At the end of the workweek,**
104 **any increments of 7 minutes or fewer will be rounded down and any increments**
105 **of 8 minutes or more will be rounded up to the next 15 minute interval.**

106

107 **D. Employees covered by both the Fair Labor Standards Act and Title 5 U.S.C. shall**
108 **receive overtime compensation in accordance with whichever benefit is greater.**

109

110 **E. When approved by Management, employees can accrue and use compensatory**
111 **time in accordance with applicable law and Government-wide rule and regulation.**
112 **When feasible, the Employer shall grant such an employee's request for**
113 **compensatory time rather than payment for overtime. An employee may request**
114 **compensatory time off for hours of work spent in travel status that otherwise**

115 would qualify for overtime compensation, in accordance with law, government-
116 wide regulation and Agency policy.

117

118 **F.** When employees in a voluntary situation indicate in advance that they will work
119 overtime, the Employer should have a reasonable expectation that they will keep
120 their commitment. It is understood that employees occasionally may be unable
121 to report for assigned overtime work. Therefore, an employee who volunteers for
122 overtime work and fails to report as scheduled without good cause may have his
123 or her name placed at the end of any overtime roster. Such employees may be
124 considered for overtime after all eligible employees have been given proper
125 consideration or will be excluded from overtime work for two (2) weeks,
126 whichever comes first.

127

128 **G.** Employees who are called back to work at the office for a period of overtime
129 unconnected to their regularly scheduled tour, or who work overtime on Saturday
130 and/or Sunday but are unable to complete the minimum overtime scheduled due
131 to work related reasons outside control of the employee, are entitled to a
132 minimum of two hours of overtime pay. Employees who work on a Federal
133 holiday but are unable to complete the minimum scheduled time due to work
134 related reasons outside control of the employee, are entitled to a minimum of two
135 hours of holiday pay.

136

137 **H.** When scheduled overtime is to be mandated for all employees in the
138 occupation/operating entity, employees will be notified at least 3 days in
139 advance, whenever possible. Notice of 2 days will be given for all other overtime
140 work, whenever possible.

141

142 **I.** When the Administration decides to use overtime, qualified volunteers will be
143 used before using non-volunteers.

144

145 **J. The Agency will give first consideration for granting overtime to bargaining**
146 **unit employees to perform bargaining unit work. If the Agency elects to**
147 **utilize non-bargaining unit employees to perform bargaining unit work on**
148 **overtime, the Union will be timely notified of the reasons, in writing.**

149

150 **K. The agency will give first consideration for overtime to the employees who**
151 **perform such work during their tour of duty.**

152

153 **L. Should the agency decide to offer overtime to employees in a different**
154 **component and/or facility, appropriate advance notice and opportunity to**
155 **bargain will be provided to the Union at the General Committee level.**

156

157 **M. An employee will not be expected to perform more work on overtime than**
158 **he/she does on regular time.**

159

160 **N. Overtime will be assigned fairly and equitably.**

161

162 **O. All qualified employees whose performance is at least fully successful will**
163 **be notified of the availability of overtime work.**

164

165 **Section 4. Scheduling Overtime – Headquarters (Including 24 hour**
166 **Operations) , Program Service Centers, Data Operation Centers,**
167 **and Headquarters ODAR**

168

169 **A. In scheduling overtime, SSA will use the negotiated procedures that were**
170 **in effect on December 1, 1992.**

171

172 **B. Overtime rosters maintained and applied in OCO will be at the Division**
173 **level.**

174

175

176 **Section 5. Holidays**

177

178 A. If a holiday falls on a regular workday, that day is the employee's holiday. If a
179 holiday falls on any non-workday other than Sunday, the day of the "in lieu of"
180 holiday is the preceding workday; e.g., if a holiday falls on Monday and if Monday
181 is a non-workday for the employee under their flexible 5/4/9 or 4/40 work
182 arrangement, the "in lieu of" holiday is Friday. If a holiday falls on Sunday the

183 next workday is the “in lieu of” holiday; e.g., if a holiday falls on Sunday and if
184 Monday is a non-workday for the employee under their flexible 5/4/9 or 4/40 work
185 arrangement, the “in lieu of” is Tuesday.

186

187 ~~B. Holidays that fall on an employee’s 9 hour day require the employee to use one~~
188 ~~hour of leave or an earned credit hour to account for the holiday period. To avoid~~
189 ~~charge to leave or an earned credit hour the employee will be permitted to either~~
190 ~~move their 8 hour day to the holiday or charge their day off to the holiday.~~

191

192 ~~C. Holidays that fall on an employee’s 10 hour day require the employee to use two~~
193 ~~hours of leave or two hours of earned credit hours to account for the holiday~~
194 ~~period.~~

195 **Full-time employees working a compressed schedule in accordance**
196 **with this Article, who are relieved or prevented from working on a day**
197 **designated as a holiday, will receive their regular rate of basic pay for**
198 **the number of hours of their compressed work schedule on that day.**

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200
201

202 **Section 6. Flexible 5/4/9 and 4/40 Work Arrangement Procedures (~~4/40~~**
203 **~~applies only to those components that have 4/40 as of the date of this~~**
204 **~~Agreement)~~**

205

206 A. Employees will be given an opportunity to request a flexible 5/4/9 or 4/40 work
207 arrangement designating their preferred day(s) off and 8 hour work day if on a

208 flexible 5/4/9 schedule. The employee will submit the request to his/her first line
209 supervisor. The employee's choice will be subject to approval of the first line
210 supervisor.

211

212 B. Employees will have a one (1) month request period beginning two (2) months
213 before the start of the next flexible 5/4/9 or 4/40 work arrangement period (i.e.,
214 February is the employee's request period for the April through September
215 flexible 5/4/9 or 4/40 work arrangement; August for the period October through
216 March). The Employer will make a timely decision within ten work days following
217 the request period (i.e., March or September). If a flexible 5/4/9 or 4/40 work
218 arrangement is denied, the employee may adjust their leave requests in
219 accordance with Article 31 of the National Agreement.

220

221 C. An employee may request a change in their flexible 5/4/9 or 4/40 work
222 arrangement day off ~~because of a family emergency~~ **for personal reasons**. The
223 request must be in writing **(e.g., via paper, e-mail, etc)**. The supervisor will
224 consider **employee needs**, staffing needs, and workload conditions prior to
225 acting on the request. **Management will respond in writing to employee**
226 **requests within one (1) work day. If denied, management will justify the**
227 **reason.**

228

229 D. Employees have the option of going from a flexible 5/4/9 or 4/40 work
230 arrangement to the regular flextime plan at the beginning of any pay period.

231 Employees who wish to change from the regular flextime plan to a 5/4/9 or 4/40
232 work arrangement may only do so at the start of the six month leave request
233 period. However, employees with bona fide emergency needs, as determined by
234 management, may request participation in a 5/4/9 or 4/40 work arrangement
235 outside the normal request times. If approved by management, affected
236 employees may change to a 5/4/9 or 4/40 work arrangement at the start of the
237 next appropriate pay period.

238

239 E. Employees working a flexible 5/4/9 or 4/40 work arrangement must arrange their
240 arrival time so that they can complete their nine and one-half (9 ½) hours or ten
241 and one-half (10 ½) hours work schedule before the end of the afternoon flexible
242 band.

243

244

245 **Section 7. Suspension of Flexible 5/4/9 and 4/40 Work Arrangements**

246

247 A. Occasions may arise when flexible work arrangements must be temporarily
248 suspended as a result of unusual workload needs or an operational emergency.
249 The Administration shall make every reasonable effort to avoid suspension of an
250 employee's participation in these work arrangements. ~~If any of these work~~
251 ~~arrangements are suspended, affected employees will be allowed to earn and~~
252 ~~use credit hours in accordance with credit hour rules during the suspension~~
253 ~~period.~~

254

255 B. Employees who are scheduled to attend out of office training may have to revert
256 to the working hours in effect at the training site. Their flexible 5/4/9 or 4/40 work
257 arrangement tour may also be suspended.

258

259 C. If an employee's flexible work arrangement is suspended, it will automatically be
260 restored as soon as possible after the reason for the suspension needs have
261 been met (i.e., the next pay period).

262

263

264 **Section 8. Daily Saturday, Sunday, and Holiday Credit Hours**

265

266 When overtime **or credit** is offered in ~~a unit, module, section, or a facility office,~~
267 ~~management may offer up to eight (8) credit hours for those employees in that unit,~~
268 ~~module, section or office~~ **eligible employees in the facility may work credit**
269 **hours.** ~~The opportunity to earn Saturday credit hours is only available to employees~~
270 ~~in those components which permitted Saturday credit hours prior to the effective~~
271 ~~date of this agreement. However, OHA (Field) and ROQA employees are now~~
272 ~~allowed to earn four (4) credit hours on Saturday under the same provisions~~
273 ~~described above.~~

274

275 **Employees may earn credit hours up to the number of hours the office is**
276 **open, not to exceed eight hours on a Saturday or Sunday. Under these same**

277 **conditions, employees must work his/her normal tour of duty prior to earning**
278 **up to 3 ½ credit hours on a holiday.**

279

280 **Employees have the option of combining credit hours and overtime up to the**
281 **maximum number of hours available for Saturday or Sunday.**

282

283 **Employees working credit hours on the last Saturday of a pay period may not**
284 **exceed the 24-hour maximum.**

285

286 **Employees may earn up to 3 ½ credit hours daily.**

287

288

289 **Section 9. Miscellaneous**

290

291 A. When an employee is in travel status he/she may participate in the flexible
292 schedules offered at their temporary duty site unless the flexible schedule would
293 interfere with the assigned training or assigned duties.

294

295 B. For ~~bona-fide family~~ emergencies, management may permit temporary
296 exceptions to an employee's established starting time.

297

298 ~~C. Management may temporarily change lunch/break schedules to accommodate~~
299 ~~operational needs.~~

300

301 **C. If Management decides to replace the current time and attendance**
302 **mechanisms with another system, including but not limited to logical**
303 **access, the Union will be notified and given the opportunity to bargain in**
304 **accordance with this Agreement.**

305