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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 of at least 2 hours duration. On days when all work is overtime and/or credit hours, 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.
- C. The occurrence of holidays shall not affect the designation of the basic workweek.

24

25 Section 2. General Definitions

26

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

28

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

30

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

34

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

37

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

42

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

45

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

51

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

55

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

65

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

67

- 68 H. "4/40" is a 40 hour weekly basic work schedule that includes four (4)
69 workdays in one week. Participants will work four 10 hour days each week
70 and have one designated non-workday each week.
71
- 72 I. "Credit hours" means those hours worked in excess of an employee's basic
73 work requirement in which an employee on a flexible work schedule ~~elects~~
74 **requests** to work so as to vary the length of a succeeding workday or
75 workweek. **Credit hours can only be worked if approved in advance by**
76 **management. With the exception of Saturday credit hours (Section 7),**
77 **full-time employees may only work credit hours at the conclusion of the**
78 **eight (8) hour day and within the employee's individual flexible band.**
79 **(Moved and revised from Appendix A, Section 12, B)** ~~The use of C~~credit
80 hours cannot be used in a pattern that represents a 4/40 schedule.
81 Employees who occupy positions designated for fixed work schedules and
82 employees working 9 and 10 hour FWA schedules are not eligible to earn
83 credit hours. Employees must be ready and available to work ~~upon signing in~~
84 **at the beginning of the approved credit hour period. (Moved from**
85 **Appendix A, Section 12, E)**
86
87 **Credit hours must be earned in advance of their use. (Moved from**
88 **Appendix A, Section 12, F)**
89
90

91

92 Section 3. General Overtime Provisions

93

94 A. Overtime shall not be distributed or withheld as a reward or penalty.

95

96 B. When an employee, whether covered by the Fair Labor Standards Act or exempt,

97 works regular overtime, such overtime will be scheduled and paid in increments

98 of 15 minutes. When an employee, whether covered by the Fair Labor

99 Standards Act or exempt, works irregular overtime, such overtime will be paid in

100 increments of 15 minutes. Daily increments of less than 15 minutes, if such

101 occur, will be accumulated during the workweek. At the end of the workweek,

102 any increments of 7 minutes or fewer will be rounded down and any increments

103 of 8 minutes or more will be rounded up to the next 15 minute interval.

104

105 C. Employees covered by both the Fair Labor Standards Act and Title 5 U.S.C. shall

106 receive overtime compensation in accordance with whichever benefit is greater.

107

108 D. When approved by Management, employees can accrue and use compensatory

109 time in accordance with applicable law and Government-wide rule and regulation.

110 When feasible, the Employer shall grant such an employee's request for

111 compensatory time rather than payment for overtime. An employee may request

112 compensatory time off for hours of work spent in travel status that otherwise

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

115

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

125

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

134

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

139

140 H. When the Administration decides to use overtime, qualified volunteers will be
141 used before using non-volunteers.

142

143

144 Section 4. Holidays

145

146 A. If a holiday falls on a regular workday, that day is the employee's holiday. If a
147 holiday falls on any non-workday other than Sunday, the day of the "in lieu of"
148 holiday is the preceding workday; e.g., if a holiday falls on Monday and if Monday
149 is a non-workday for the employee under their flexible 5/4/9 or 4/40 work
150 arrangement, the "in lieu of" holiday is Friday. If a holiday falls on Sunday the
151 next workday is the "in lieu of" holiday; e.g., if a holiday falls on Sunday and if
152 Monday is a non-workday for the employee under their flexible 5/4/9 or 4/40 work
153 arrangement, the "in lieu of" is Tuesday.

154

155 B. Holidays that fall on an employee's 9 hour day require the employee to use one
156 hour of leave or an earned credit hour to account for the holiday period. To avoid

157 charge to leave or an earned credit hour the employee will be permitted to either
158 move their 8 hour day to the holiday or charge their day off to the holiday.

159

160 C. Holidays that fall on an employee's 10 hour day require the employee to use two
161 hours of leave or two hours of earned credit hours to account for the holiday
162 period.

163

164

165 Section 5. Flexible 5/4/9 and 4/40 Work Arrangement Procedures (4/40 applies
166 only to those components that have 4/40 as of the date of this
167 Agreement)

168

169 A. Employees will be given an opportunity to request a flexible 5/4/9 or 4/40 work
170 arrangement designating their preferred day(s) off and 8 hour work day if on a
171 flexible 5/4/9 schedule. The employee will submit the request to his/her first line
172 supervisor. The employee's choice will be subject to approval of the first line
173 supervisor.

174

175 B. Employees will have a one (1) month request period beginning two (2) months
176 before the start of the next flexible 5/4/9 or 4/40 work arrangement period (i.e.,
177 February is the employee's request period for the April through September
178 flexible 5/4/9 or 4/40 work arrangement; August for the period October through
179 March). The Employer will make a timely decision within ten work days following

180 the request period (i.e., March or September). If a flexible 5/4/9 or 4/40 work
181 arrangement is denied, the employee may adjust their leave requests in
182 accordance with Article 31 of the National Agreement.

183

184 C. An employee may request a change in their flexible 5/4/9 or 4/40 work
185 arrangement day off because of a family emergency. The request must be in
186 writing. The supervisor will consider staffing needs and workload conditions prior
187 to acting on the request.

188

189 D. Employees have the option of going from a flexible 5/4/9 or 4/40 work
190 arrangement to the regular flextime plan at the beginning of any pay period.
191 Employees who wish to change from the regular flextime plan to a 5/4/9 or 4/40
192 work arrangement may only do so at the start of the six month leave request
193 period. However, employees with bona fide emergency needs, as determined by
194 management, may request participation in a 5/4/9 or 4/40 work arrangement
195 outside the normal request times. If approved by management, affected
196 employees may change to a 5/4/9 or 4/40 work arrangement at the start of the
197 next appropriate pay period.

198

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

203

204

205 Section 6. Suspension of Flexible 5/4/9 and 4/40 Work Arrangements

206

207 A. Occasions may arise when flexible work arrangements must be temporarily
208 suspended as a result of unusual workload needs or an operational emergency.

209 The Administration shall make every reasonable effort to avoid suspension of an
210 employee's participation in these work arrangements. If any of these work
211 arrangements are suspended, affected employees will be allowed to earn and
212 use credit hours in accordance with credit hour rules during the suspension
213 period.

214

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

218

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

222

223

224 Section 7. Saturday Credit Hours

225

226 When overtime is offered in a unit, module, section or office, management may offer
227 up to eight (8) credit hours for those employees who work in that unit, module,
228 section or office. The opportunity to earn Saturday credit hours is only available to
229 employees in those components which permitted Saturday credit hours prior to the
230 effective date of this agreement. However, ~~OHA~~ **ODAR** (Field) and ~~ROQA~~ **ROQP**
231 employees are ~~now~~ allowed to earn four (4) credit hours on Saturday under the
232 same provisions described above.

233

234

235 Section 8. Miscellaneous

236

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

240

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

243

244 C. Management may temporarily change lunch/break schedules to accommodate
245 operational needs.

246

247 **D. F.—Timekeeping Procedure**

248

249 All bargaining unit employees will be expected **to complete time and**
250 **attendance activities in accordance with agency policies.** ~~to use time~~
251 ~~recording equipment or sign in and sign out each day using the SSA Serial Time~~
252 ~~and Attendance Roster (Form SSA-30), subject to final Automated Time and~~
253 ~~Attendance agreements. Employees will use the applicable system in order of~~
254 ~~their arrival and departure.~~ **(Moved and revised from Appendix A, Section 7,**
255 **F)**

256

257 **E. In Office Training and Meetings**

258

259 Consistent with operational needs, **management will consider scheduling**
260 training and meetings ~~will be scheduled~~ to minimize interference with the use of
261 the morning flexible band. On days that training and/or meetings are scheduled,
262 employees will arrange their time of arrival so as to be present for such training
263 and/or meetings. **(Moved and revised from Appendix A, Section 7, B)**

264

265

266

267 Appendix A

268

269 Flexible Work Arrangements (FWA) and Credit Hours for Field Offices

270

271

272 Section 1. Purpose

273

274 This appendix sets forth the FWA and credit hour procedures to be followed in field
275 offices and provides authority for such employees to participate in these
276 arrangements.

277

278

279 Section 2. Employee Options

280

281 Employees have the option of participating in FWA (which is flextime or a flexible
282 5/4/9-work arrangement).

283

284

285 Section 3. Scope

286

287 All full-time bargaining unit employees (including temporary employees) working in
288 Field offices are covered by this appendix. Part-time employees may work flextime
289 on those days that they work an 8 hour tour.

290

291

292 Section 4. Determining Office Plan

293

294 The flextime plan for each office is **initially** determined by the number of full-time

295 permanent (FTP) bargaining unit (BU) employees assigned to work in that office **as**

296 **of the effective date of the contract.** Offices with 15 or more FTP BU employees

297 will use the large office plan. Offices with 14 or fewer FTP BU employees will use

298 the small office plan. ~~Those offices with 13 or 14 FTP BU employees that are under~~

299 ~~the large office plan as of the effective date of this agreement will continue under~~

300 ~~that plan.~~ Thereafter, **After the initial determination**, management will review the

301 office staffing for all offices annually as of October 1 to determine which plan to use.

302 Once an office meets the criteria to use the large office plan, it will not revert to a

303 small office plan until the number of FTP BU employees drops below 13 as of the

304 annual review of the staffing in October.

305

306

307 Section 5. Flextime in Large Offices

308

309 A. Flextime Shifts

310

311 Shift 1 begins one hour (1 hour) before the normal start time and ends one hour
312 after the normal start time. Shift 2 begins at the normal start time and ends one
313 hour after the normal start time.

314

315 B. Core Time

316

317 Core time for shift one is the period one hour after the normal start time to one
318 hour prior to the normal stop time. For example, if the normal office hours are
319 8 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m.
320 to 3:30 p.m. Core time for shift two is the period one hour after the normal start
321 time to the normal stop time. For example, if the normal hours are 8:00 a.m. to
322 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m. to
323 4:30 p.m.

324

325 C. Flexible Band

326

327 Flexible band for shift 1 is a 2 hour period starting one hour before the normal
328 start time and ending one hour after normal start time. It will also be one hour
329 prior to the normal end of the workday to one hour after the end of the normal
330 workday. The flexible band for shift 2 is a one hour period starting at the normal
331 start time and ending one hour after the end of the normal start time. It will also
332 be from the end of the normal workday to one hour after the end of the normal
333 workday.

334

335

336 Section 6. Flextime in Small Offices

337

338 A. Flextime Shifts

339

340 Shift 1 begins 45 minutes before the normal start time and ends 1 hour after the
341 normal start time. Shift 2 begins at the normal start time and ends one hour after
342 the normal start time.

343

344 B. Core Time

345

346 Where normal office hours are 8 a.m. to 4:30 p.m. with 30 minutes for lunch, core
347 time for Shift 1 employees shall be 9:00 a.m. to 3:45 p.m. Core time for Shift 2
348 employees shall be 9 a.m. to 4:30 p.m.

349

350 C. Flexible Band

351

352 The flexible band for small offices is a 1 hour and 45 minute period starting 45
353 minutes before the normal start time and ending one hour after the normal start
354 time. It will also be 45 minutes prior to the normal end of the workday to one
355 hour after the end of the normal workday.

356

357

358

359 Section 7. Common Flexitime Provisions for Large and Small Offices

360

361 The following provisions apply to both large and small offices:

362

363 A. The Flexitime Workday

364

365 The usual eight (8) hour workday plus lunch will be replaced by a working day
366 that is composed of two (2) different types of time: core time and a flexible
367 band. On days where the tour for a part-time employee is less than 8 hours,
368 employees may flex 30 minutes before or after their normal start time.

369 Employees with prior supervisor approval may flex out for lunch. The
370 employee must append this time to his/her already established lunch period.

371

372 ~~B. In Office Training and Meetings~~

373

374 ~~Consistent with operational needs, training and meetings will be scheduled to~~
375 ~~minimize interference with the use of the morning flexible band. On days that~~
376 ~~training and/or meetings are scheduled, employees will arrange their time of~~
377 ~~arrival so as to be present for such training and/or meetings. (Moved and~~

378 ~~revised to General Section 8, E)~~

379

380 ~~C.~~ B. Shift Assignments

381

382 Management will assign the minimum number of employees to shift 2 to
383 accommodate employee preference and operational needs.

384

385 **D. C. Adjustments to Shift Assignments**

386

387 In the event of unusual workload or staffing problems, management may
388 assign employees to a different shift. Such assignment will be done
389 equitably. When such adjustments are no longer necessary, employees will
390 return to their scheduled shift assignment.

391

392 **E. D. Shift Rotations**

393

394 Shift rotations, where necessary, will be worked out at the local level taking
395 into consideration the preferences of employees and the operational needs of
396 the office.

397

398 **F. ~~Timekeeping Procedure~~**

399

400 ~~All bargaining unit employees will be expected to use time recording~~
401 ~~equipment or sign in and sign out each day using the SSA Serial Time and~~
402 ~~Attendance Roster (Form SSA-30), subject to final Automated Time and~~

403 ~~Attendance agreements. Employees will use the applicable system in order~~
404 ~~of their arrival and departure.~~ **(Moved and revised to General Section 8, D)**

405

406 **Ⓔ E. Start Times**

407

408 If an employee arrives at the office prior to their scheduled start time, his/her
409 sign-in time will be the time his/her normal flextime is scheduled to start.

410

411 **Ⓕ F. Lunch and Breaks**

412

413 To the extent feasible, management will continue existing lunch and break
414 arrangements. Employees will not be required to sign-in/sign-out for breaks.

415

416 **Ⓖ G. Return to Fixed Shift**

417

418 The conditions listed below are examples of reasons that may be cause for a
419 return to normal working hours for all or some participating employees:

420

421 **1. Court Leave**

422

423 Employees eligible for court leave will automatically revert to their
424 normal office working hours for purposes of returning to work when
425 court closes early or their services are not needed by the court.

426

427

2. ~~Out-of-Office~~ Training

428

429

Employees who are scheduled to attend all day or partial day ~~out-of-~~

430

~~office~~ training may be required to revert to normal office working

431

hours.

432

433

3. Travel Status

434

435

Employees who will be in travel status will either revert to normal

436

office hours or remain on flextime, depending upon operational

437

needs.

438

439

4. ~~Delayed Office Openings~~

440

441

~~When the opening of an office is delayed, all employees will revert to~~

442

~~normal office hours.~~

443

444

J H. Adjustments to Flextime Bands

445

446

Should less than four employees for large offices and two employees for

447

small offices utilize the 15 minute band at the beginning or end of the day for

448

five consecutive workdays, that portion of flexband may be discontinued

449 beginning the next pay period. That portion of the flexband will be resumed
450 **at the beginning of the next pay period** when more than three employees
451 for large offices and more than one employee for small offices ~~express an~~
452 ~~interest in working~~ **notify management in writing of an intent to work** that
453 portion of the band.

454

455

456 Section 8. Flexible 5/4/9-Work Arrangement Eligibility for Field offices

457

458 Field offices with 12 or more bargaining unit employees will be allowed to participate
459 in the flexible 5/4/9-work arrangement for field offices. ~~Those offices with 10 or 11~~
460 ~~bargaining unit employees which were eligible to participate in the flexible 5/4/9 work~~
461 ~~arrangements for field offices as of the effective date of this agreement will continue~~
462 ~~to be eligible to participate. Thereafter, Management will~~ **make an initial eligibility**
463 **determination on the effective date of the contract.** Management will ~~to~~
464 ~~determine~~ review the office staffing for all offices annually as of October 1 to
465 determine whether the office meets the criteria to participate. **Once eligible to**
466 **participate, n**No office will lose eligibility to participate in this plan unless it drops
467 below ten (10) bargaining unit employees at the time of the annual review.

468

469

470 Section 9. Flexible 5/4/9-Work Arrangement Rules for Field offices

471

472 The flexible 5/4/9-work arrangement shall be in accordance with the following rules:

473

474 A. Employees electing to work the flexible 5/4/9 work arrangement can work a
475 flexible schedule that is consistent with the office flexible band. Employees must
476 schedule their arrival so as to complete their 9 ½ hour work schedule (to include
477 lunch) by the end of their flexible band.

478

479 B. Participants will work eight 9-hour days each pay period.

480

481 C. Participants will work one regular 8-hour workday each pay period that
482 corresponds to shift 2 (Start time cannot be earlier than 8 a.m.). However, start
483 times will continue in those offices that allowed start times earlier than 8:00 a.m.

484

485 D. Participants will have one non-workday each pay period.

486

487

488 Section 10. Determining the Flexible 5/4/9 Work Arrangement

489

490 The flexible 5/4/9 work arrangement will be designed so that approximately 10
491 percent of the employees per position in the office can be off work at one time on a
492 flexible 5/4/9 work arrangement. However, the Employer may allow an excess of 10
493 percent of the employees per position off on any given day.

494

495

496

497 Section 11. Scheduling

498

499 A. Management will consider operational needs and employee preference in making
500 assignments and reassignments to work schedules.

501

502 B. Once operational needs are taken care of, any other conflicts in scheduling that
503 result will be resolved in favor of the employee with the earliest service
504 computation date (SCD). Management will timely communicate to the employee
505 any denial of the preferred **non-workday** off.

506

507 C. After initial assignments, rotation ~~between shifts~~ **of the non-workday** will occur if
508 employee conflicts continue to exist on a semi-annual basis, consistent with
509 semi-annual leave requests, to ensure that all employees have an opportunity to
510 have the most popular ~~days off~~ **non-workday**. The rotation may occur in the
511 following or similar fashion: Employees with Mondays off would rotate to
512 Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday,
513 Friday to Tuesday, etc.

514

515

516 Section 12. Credit Hour Provisions

517

518 A. General Provisions

519

520 Employees eligible to work credit hours will be permitted to do so, provided there
521 is appropriate work as determined by management, and it can be performed at
522 the requested time(s).

523

524 B. ~~Credit hours are worked at the conclusion of the employee's 8 hour day and can~~
525 ~~only be worked within the flexible band of the office~~ **(Moved and revised to**
526 **General Section 2, I).** Employees assigned to shift two may adjust their arrival
527 time to work pre-approved credit hours only after completing an eight hour tour.
528 The employee's departure time cannot be prior to the end of core time for shift
529 two (e.g. 4:30 p.m.). Failure to comply with this provision for reasons other than
530 a personal emergency (in accordance with Article 31) will result in the employee
531 assigned to shift 2 forfeiting the opportunity to start work prior to the beginning of
532 the normal shift 2 flexible band for two weeks from the date of the incident.

533

534 Any shift two employee who wishes to take advantage of this provision, must
535 request and be given approval by close of business the preceding work day.

536

537 C. All full-time employees may participate in the credit hour program consistent with
538 the provisions and requirements of this appendix. Part-time employees are
539 covered on those days that they work an 8-hour tour. Part-time employees may
540 also earn up to 2 ½ credit hours on their non-tour day(s).

541

542

543 D. Requesting Credit Hours

544

545 1. The Employee has the option to request the opportunity to earn credit hours
546 orally, or in writing by completing a form designated by management. The
547 request will ordinarily be made on the workday preceding the day the hours
548 are to be worked, and will be submitted to the immediate supervisor. In the
549 supervisor's absence, the request will be submitted to the next available line
550 manager. Denials must be in writing and returned to the employee as soon
551 as possible.

552

553 2. The procedure described in Section 12 D.1 above does not preclude
554 submission of, and approval of a request to work credit hours for more than
555 one workday in the future.

556

557 3. The procedure described in Section 12 D.1 above does not preclude
558 requesting same-day credit hours.

559

560 4. If credit hours are requested and approved and overtime is subsequently
561 made available, the employee will be afforded the opportunity to elect to work
562 the overtime.

563

564 ~~E. Signing for Credit Hours~~

565

566 ~~All employees working credit hours will sign in and out for the credit hour period~~
567 ~~worked on a serial sign-in/sign-out sheet, subject to Automated Time and~~
568 ~~Attendance agreements, provided by management. (See General Section 8, D)~~
569 ~~Employees must be ready and available to work upon signing in. (Moved and~~
570 ~~revised in General Section 2, I.)~~

571

572 ~~F.~~ **E. Earning Credit Hours**

573

574 An employee may earn up to two and one-half (2 1/2) credit hours per workday.
575 Credit hours may be earned in one-quarter (1/4) hour increments. An employee
576 may accrue up to 28 hours during a pay period, however, only a maximum of 24
577 credit hours may be carried over from the prior pay period. Part-time employees
578 may not carry over from the prior pay period more than one-half of their weekly
579 part-time tour. ~~Credit hours must be earned in advance of their use. (Moved to~~
580 ~~General Section, 2, I)~~

581

582 ~~G.F.~~ **G.F. Using Earned Credit Hours**

583

584 The use of credit hours shall be approved in the same manner as annual leave in
585 accordance with Article 31 of the national agreement. Credit hour use will be
586 requested on an **agency prescribed** form ~~SSA-74~~ or **electronic** equivalent.
587 Supervisors will approve use of credit hours under the same criteria used for the

588 approval of leave. In the event of a conflict between credit hour requests, it will
589 be resolved in favor of the employees with the earliest SCD within the work unit
590 by the supervisor.

591 Appendix B

592

593 Credit Hour and Flexible Work Arrangements (FWA) for Teleservice Centers (TSCs)

594

595

596 Section 1. Purpose

597

598 This appendix sets forth the credit hour, and FWA (which is flextime or a flexible
599 5/4/9-work arrangement) procedures to be followed in Teleservice Centers (TSCs)
600 and provides authority for such employees to participate in these plans.

601

602

603 Section 2. Scope

604

605 A. General

606

607 Employees have the option of participating in either flextime with credit hours or
608 the flexible 5/4/9-work arrangement plan.

609

610 B. Credit Hour Plan

611

612 All full-time employees (including temporary employees) may participate in the
613 credit hour program consistent with the provisions and requirements of this

614 appendix. Part-time employees are covered on those days that they work an 8
615 hour tour. Part-time employees may also earn up to 2 ½ credit hours on their
616 non-tour day(s).

617

618 C. Flexible 5/4/9-Work Arrangement

619

620 TSC employees may participate in the flexible 5/4/9 work arrangement in
621 accordance with the provisions of Section 4 below.

622

623

624 Section 3. Credit Hours Provisions

625

626 A. General Provisions

627

628 Credit hours are worked at the employee's option subject to the prior approval of
629 management. In addition to prior management approval, working credit hours is
630 conditioned on the availability of appropriate work as determined by
631 management. Credit hours are not to be confused with overtime hours.

632

633

634 B. Requesting Credit Hours

635

636 1. Employees should normally request the opportunity to earn credit hours no
637 later than 3:30 p.m. on the workday prior to the proposed date of working the
638 credit hours, however this does not preclude requesting same day credit
639 hours.

640

641 2. The employee has the option to request the opportunity to earn credit hours
642 orally, or in writing by completing a form designed by management.

643

644 3. The request will be submitted to the immediate supervisor. In the
645 supervisor's absence, the request will be submitted to the next available line
646 manager. Denials of written requests will be in writing and returned to the
647 employee as soon as possible. Denials will specify the reason for
648 disapproval.

649

650 4. If credit hours are requested and approved and overtime is subsequently
651 made available, the employee will be afforded the opportunity to elect to work
652 the overtime.

653

654 ~~C. Signing for Credit Hours~~

655

656 ~~All employees working credit hours will sign in and sign out for the credit hour~~
657 ~~period worked on a serial sign-in/sign-out sheet, subject to final Automated Time~~
658 ~~and Attendance agreements, provided by management. (See General Section~~
659 ~~8, D) Employees must be ready and available to work upon signing in. (Moved~~
660 ~~and revised to General Section 2, I)~~

661

662 ~~D.C~~ Earning Credit Hours

663

664 An employee may earn up to two and one-half (2 1/2) credit hours per workday.
665 Credit hours may be earned in one-quarter (1/4) hour increments. An employee
666 may accrue up to 28 credit hours during a pay period; however, only a maximum
667 of 24 credit hours may be carried over from the prior pay period. Part-time
668 employees may not carry over from the prior pay period more than one-half of
669 their weekly part-time tour. ~~Credit hours must be earned in advance of their use.~~
670 **(Moved to General Section 2, I)**

671

672 E. **D.** Using Earned Credit Hours

673

674 The use of credit hours shall be approved in the same manner as annual leave in
675 accordance with Article 31 of the national agreement. Credit hours can be used
676 together with approved leave.

677

678 1. Credit hour use will be requested on an **agency prescribed** form ~~SSA-74~~ or
679 **electronic** equivalent.

680

681 2. In the event of scheduling conflicts, the use of leave will take precedence over
682 the use of credit hours. In the event of a conflict between credit hour requests
683 it will be resolved in favor of the employee(s) with the earliest SCD within the
684 work unit.

685

686

687 Section 4. Flexible 5/4/9 Work Arrangement Provisions

688

689 A. Eligibility to Participate in flexible 5/4/9 work arrangement

690

691 TSC employees are eligible to participate in the flexible 5/4/9 work arrangement
692 in accordance with the provisions set forth in B below.

693

694 B. Flexible 5/4/9 Work Arrangement Rules For TSC's

695

696 The flexible 5/4/9 work arrangement shall be in accordance with the following
697 rules:

698

699 1. Employees electing to work the flexible 5/4/9 work arrangement will work a
700 flexible schedule that is consistent with the office/shift flexible band to

701 which they are assigned. Employees must schedule their arrival so as to
702 complete their 9 hour work schedule by the end of their flexible band.

703

704 C. Determining the Flexible 5/4/9 Work Arrangement

705

706 The flexible 5/4/9 work arrangement will be designed so that approximately 10
707 percent of the employees per position in the office can be off work at one time on
708 a flexible 5/4/9 work arrangement. However, the Employer may allow an excess
709 of 10 percent of the employees per position off on any given day.

710

711 D. Scheduling

712

713 1. Management will consider operational needs and employee preference in
714 making assignments and reassignments to work schedules.

715

716 2. Once operational needs are taken care of, any other conflicts in scheduling
717 that result will be resolved in favor of the employee with the earliest SCD.

718 Management will timely communicate to the employee any denial of the
719 preferred **non-workday** off.

720

721 3. After initial assignments, rotation ~~between shifts~~ **of non-workday** will occur, if
722 employee conflicts continue to exist, on a semi-annual basis, consistent with
723 semi-annual leave requests, to ensure that all employees have an opportunity

724 to have the most popular ~~days off~~ **non-workday**. The rotation may occur in
725 the following or similar fashion:

726

727 Employees with Mondays off would rotate to Wednesday, Tuesday to
728 Thursday, Wednesday to Friday, Thursday to Monday, Friday to Tuesday,
729 etc.

730

731

732 Section 5. Flextime in TSCs

733

734 A. Flextime in TSCs

735

736 Flextime for TSC's will provide employees an option of reporting either 45
737 minutes before or after their tour/shift begins; e. g., the TSC tour is 8 a.m. to 4:30
738 p.m.; the modified flextime reporting times are 7:15 to 8:45. Employees would
739 leave 8 ½ hours after their reporting time (includes 1/2 hour lunch).

740

741 B. Scheduling Flextime

742

743 1. Employees will be given an opportunity to request the fixed-tour **shift** of their
744 choosing. Shift rotations will continue under local **agreements**
745 **arrangements**.

746

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

749

750 3. Once operational needs are resolved, conflicts in scheduling will be resolved
751 in favor of the employee with the earliest SCD.

752

753 4. All full-time bargaining unit employees (including temporary employees)
754 working in any TSC are covered by this appendix. Part-time employees may
755 work flextime on those days that they work an 8 hour tour. On days where
756 the tour for a part-time employee is less than 8 hours, employees may flex 30
757 minutes before or after their normal start time.

758

759 C. TSC Flextime Procedures

760

761 1. Core time is the period that begins at the end of a shift's morning flexible
762 band and ends at the beginning of that shift's afternoon flexible band,
763 excluding the lunch period. To the extent possible, existing lunch and break
764 arrangements at the sites will be maintained.

765

766 2. The beginning of the shift core time will constitute the beginning point for any
767 tardiness or absence that may arise pursuant to Article 31, Sections ~~3.A~~ and
768 5 of the National Agreement.

769

- 770 3. All full time TSC employees will be able to report to work any time within the
771 applicable morning flexband and leave during the applicable afternoon
772 flexband after accounting for 8 hours of work, excluding lunchtime.
773
- 774 4. Part-time employees who work an 8 hour day may use flextime in the same
775 manner as full-time employees. Those part-time employees who work less
776 than an 8 hour day may start anytime between 30 minutes before the normal
777 start time and up to 30 minutes after the normal start time. Their workday
778 may also end from between 30 minutes prior to the normal end of workday up
779 to 30 minutes after the end of the normal workday.
780
- 781 5. Employees with prior supervisory approval may flex out for lunch. The
782 employee may only append this time to his/her already established lunch
783 period.
784
- 785 D. FLEXIBLE BANDS will be as follows except in the first and last shifts in the Mega
786 Centers.
787
- 788 1. Morning Flexible Band: Begins forty five (45) minutes before the normal start
789 time and ends forty five (45) minutes after the normal start time.
790
- 791 Afternoon Flexible Band: Begins forty five (45) minutes before the normal
792 quitting time and ends forty five (45) minutes after the normal quitting time.

793

794 2. In TSCs with 2 shifts the second shift has a normal start time fifteen (15)
795 minutes after the currently existing starting time (Shift 1). The flexible band is
796 one and one half (1 ½) hours as above. ~~One third of the staff is assigned to~~
797 ~~shift one with the remaining employees assigned to shift two.~~ **Management**
798 **will determine the number of employees assigned to each shift to**
799 **accommodate operational needs.**

800

801 3. Shift assignments and rotations will continue under existing local level
802 arrangements.

803

804 4. MEGA-TELESERVICE CENTERS (including Salinas TSC)

805

806 a. The first shift in the Mega Centers will start 30 minutes before the normal
807 start time and end 60 minutes after the normal start time.

808

809 Example: Normal start time is 7:00 - An employee may report as early as
810 6:30 and no later than 8:00.

811

812 b. The middle shifts in the Mega Centers will start forty-five (45) minutes
813 before the normal start time and end forty-five (45) minutes after the
814 normal start time.

815

816 Example: Normal start time is 8:00 – An employee may report as early as
817 7:15 and no later than 8:45.

818

819 c. The last shift in the Mega Centers will start thirty (30) minutes before the
820 normal start time and end fifteen (15) minutes after the normal start time.

821

822 Example: Normal start time is 10:45 – An employee may report as early as
823 10:15 and no later than 11:00.

824

825 1. The employees in the last shift have the option of coming in up to one
826 and one-half (1 ½) hours before the normal start time, but only if such
827 employees elect to flex out the same amount of time during the
828 workday.

829

830 Example: Normal Start time is 10:45 a.m. – The employee reports to
831 work at 9:15, but must flex out one and a half hours (1 ½) during the
832 tour, and they will complete their work tour at 7:15.

833

834 d. Fixed end of shift invocation

835

836 1. When an insufficient number of employees are available for phone
837 coverage, managers may assign employees to a fixed end of shift
838 from 6 to 7:15 p.m.

839

840

2. The employees required to work this fixed period will be selected in

841

the following manner:

842

843

a. Volunteers

844

845

b. When there is an insufficient number of volunteers, those with

846

the lowest SCD will be chosen.

847

848

c. When there are an excess number of volunteers, those with the

849

highest SCD will be chosen.

850

851

d. Ties in SCD will be broken by a locally agreeable method.

852

853

e. Shift assignments and rotations for Mega Centers will continue

854

under local ~~agreements~~ **arrangements**.

855

856

3. Night differential pay is payable in this situation for the period from

857

6:00 to 7:15 p.m. that the employees have no flexibility about working

858

in accordance with applicable payroll policies.

859

860

E. Return to fixed shift

861

862 1. The conditions listed below are examples of reasons that may be cause for a
863 return to normal working hours for all or some participating employees.

864

865 a. Court Leave: Employees eligible for court leave will automatically revert to
866 their normal office working hours for purposes of returning to work when
867 court closes early or their services are not needed by the court.

868

869 b. Out-of-Office Training: Employees who are scheduled to attend all day or
870 partial day out of office training may be required to revert to normal office
871 working hours.

872

873 c. Travel Status: Employees who will be in travel status will either revert to
874 normal office hours or remain on flextime, depending upon operational
875 needs.

876

877 ~~d. Delayed Office Openings: When the opening of an office is delayed all~~
878 ~~employees will revert to normal office hours.~~

879

880 e. **d.** Full Day Training: Employees scheduled to attend all day in office
881 training may be required to revert to a fixed shift.

882

883

884 Appendix C

885

886 Flexible Work Arrangements (FWA) Compressed Work Schedules (CWS) and Credit
887 Hour Plans for Headquarters Components (Excluding ~~OHA~~ **ODAR**, Except those
888 **OHA ODAR** Units Established as Part of Local 1923)

889

890

891 Section 1. Purpose

892

893 This appendix sets forth the FWAs (which is either flextime, flexible 5/4/9 work
894 arrangement or flexible 4/40 work arrangement for those components that have 4/40
895 as of the date of this agreement) and credit hour procedures to be followed in
896 Headquarters components of the Social Security Administration (excluding the ~~Office~~
897 ~~of Hearings and Appeals~~ **Office of Disability Adjudication and Review** except as
898 noted above) and provides authority for such employees to participate in these
899 arrangements.

900

901

902 Section 2. Exceptions

903

904 A. FWA and Fixed Shift Employees

905

906 The parties agree that there are situations that will not readily accommodate an
907 FWA as defined in Article 10 and implemented by this appendix. However, this
908 will not preclude consideration and disposition of such situations on a case-by-
909 case basis, that to the maximum extent feasible, the Employer will afford fixed
910 shift and twenty-four (24) hour operation employees (e.g., essential functions,
911 NCC employees, etc.) the opportunity to work FWA. Current fixed shift and
912 starting times will continue as at present and must be followed.

913

914 B. Use of Credit Hours in 24-Hour Operations

915

916 The parties recognize that staffing requirements in fixed shift and 24-hour
917 operations may impose additional problems in the use of credit hours other than
918 those experienced in the remainder of headquarters. The parties agree that in
919 these fixed shift/24-hour operations the priority consideration for the use of credit
920 hours is adequate staffing.

921

922

923 Section 3. General Provisions

924

925 A. Employee and Management Options

926

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

929 the supervisor. In contrast, the parties understand and agree that overtime and
930 compensatory time (with the exception of religious compensatory time) are
931 initiated by the Employer.

932

933 B. Flexible 5/4/9 or 4/40 Work Arrangements

934

935 For Headquarters components, the flexbands are 6 a.m. to 9:30 a.m. and 2:30
936 p.m. to 6 p.m. Consequently, employees working a flexible 5/4/9 or 4/40 work
937 arrangement must arrange their arrival time so they can complete their nine and
938 one-half (9 1/2) hour or ten and one-half (10 1/2) work schedule by 6 p.m.

939

940 C. Credit Hour Accrual and Usage

941

942 Headquarters employees may earn credit hours in conjunction with flextime.

943

944

945 Section 4. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement

946

947 A. Employees will revert to their established fixed shifts when there is an
948 administrative decision to authorize a late opening. Management will establish a
949 fixed shift schedule for the nine and one-half (9 1/2) hour work day and ten and
950 one-half (10 1/2) hour work day. In the event there is an early closing,
951 management will excuse the remaining hours in the workday, if any.

952

953 B. An employee will continue to participate in the flexible 5/4/9 or 4/40 work
954 arrangement while in travel status unless there is a need to change the work
955 schedule; e.g., the hours of operation at the travel site differ from those of the
956 employee. Management reserves the right to adjust the work schedules of
957 employees in travel status and if possible should do so in advance of the
958 administrative workweek.

959

960

961 Section 5. Credit Hour Provisions

962

963 A. Procedures

964

965 1. Employees eligible to work credit hours under the provisions of this appendix
966 will be permitted to earn up to two and one-half (2 1/2) credit hours per day, if
967 approved, provided that there is appropriate work available as determined by
968 management for the employee and it can be performed at the requested
969 time(s). Employees may accrue credit hours so that the total exceeds the 24-
970 hour maximum limit within the pay period. However, the hours in excess of
971 24 must be requested and used prior to the end of the pay period. All credit
972 hours must be worked within the prescribed flexband. Part-time employees
973 may work up to 2 ½ credit hours on their non-tour day(s).

974

- 975 2. Credit Hours can be earned in one-quarter (1/4) hour increments.
976
977 3. In accordance with law the maximum number of credit hours a full-time
978 employee may carry over from one pay period to the next pay period is
979 twenty-four (24). Part-time employees may accumulate and carry over not
980 more than 1/4 of the hours in such employees' biweekly basic work
981 requirements.

982

983 B. Requests to Work Credit Hours

984

- 985 1. The employee will have the option to request the opportunity to earn credit
986 hours orally, or by completing a form designated by management. The
987 request will ordinarily be made on the workday preceding the day the hours
988 are to be worked, and will be submitted to the immediate supervisor. In the
989 supervisor's absence, the request will be submitted to the next available line
990 manager. Same day requests to work credit hours are also acceptable.
991 Denials must be made in writing and returned to the employee as soon as
992 possible.

993

- 994 2. The procedure described in Section 5(B)(1) above does not preclude
995 submission of, and approval of a request to work credit hours for more than
996 one workday in the future.

997

998 3. The procedure described in Section 5(B)(1) above does not preclude working
999 same day credit hours.

1000

1001 4. If credit hours are requested and approved and overtime is subsequently
1002 made available, the employee will be afforded the opportunity to elect to work
1003 the overtime.

1004

1005 C. Usage of Credit Hours

1006

1007 Use of earned credit hours is to be requested by submitting a **an agency**
1008 **prescribed** form ~~SSA-71~~ or **electronic** equivalent. ~~The employee will check the~~
1009 ~~block to the left of "Other" and write out credit hours.~~ Credit hours can be used in
1010 lieu of, or together with approved leave.

1011

1012

1013 Section 6. Flexible 5/4/9 or 4/40 Work Arrangement Provisions

1014

1015 A. Procedures

1016

1017 In maintaining adequate staffing coverage within SSA headquarters components,
1018 it is agreed and understood that management will approve flexible 5/4/9 or 4/40
1019 work arrangements in a fair and equitable manner. In order to maintain
1020 appropriate resources by positions, management will approve employee requests

1021 for specific schedules as long as the requests generally will not result in more
1022 than fifteen (15) percent of the staff being off on any given day. However, this
1023 amount may be increased depending upon workload and differing demands of
1024 respective offices/components. This is over and above the normal leave usage.
1025 In computing the fifteen (15) percent staffing figure, management will round up to
1026 the next whole person.

1027

1028 B. Requests for Flexible 5/4/9 or 4/40 Work Arrangements

1029

1030 1. Each employee desiring to work under a flexible 5/4/9 or 4/40 work
1031 arrangement should submit, on a form designated by management, a written
1032 request to their supervisor for a decision. The Employer will act upon these
1033 requests as soon as possible, but in no case later than thirty (30) days
1034 following the requesting period. Employees already established in a flexible
1035 5/4/9 or 4/40 work arrangement will not be required to file a new request for
1036 each new requesting period.

1037

1038 2. All new employees or rehires will be given the opportunity of requesting to
1039 participate in the flexible 5/4/9 or 4/40 work arrangement.

1040

1041 3. Once operational needs are taken care of, any other conflicts in scheduling
1042 that result will be resolved in favor of the employee with the earliest SCD.

1043

1044 4. Employees requesting a change to their day(s) off under a flexible 5/4/9 or
1045 4/40 work arrangement may only make such changes at the semiannual
1046 requesting period. Conflicts in scheduling that involve more requests for a
1047 particular day off than can be accommodated will be handled in accordance
1048 with the provision of subsection 3 above. Hardship situations will be handled
1049 on an exception basis by management.

1050

1051 5. A new six (6) month flexible 5/4/9 or 4/40 work arrangement will always begin
1052 the first day of the first full pay period of the first month of the new flexible
1053 5/4/9 or 4/40 work arrangement schedule.

1054

1055

1056

1057 Appendix D

1058

1059 Flexible Work Arrangements (FWA) and Credit Hour Plans for **the Office of**
1060 **Disability Adjudication and Review** ~~Office of Hearing and Appeals (OHA ODAR)~~

1061

1062

1063 Section 1. Purpose

1064

1065 This appendix sets forth the FWA (which is either a flextime, flexible 5/4/9 work
1066 arrangement or flexible 4/40 work arrangement) and credit hour procedures to be
1067 followed (in the ~~Office of Hearings and Appeals~~ **Office of Disability Adjudication**
1068 **and Review**) and provides authority for such employees to participate in these
1069 arrangements. In reaching agreement on this Appendix, neither party waives any
1070 provision of the National Agreement, laws or government-wide regulations. The
1071 parties recognize that the FWA provisions reflected in this appendix are solely
1072 designed to meet the specific workload and employee needs of the ~~Office of~~
1073 ~~Hearings and Appeals~~ **Office of Disability Adjudication and Review** and may not
1074 be appropriate for other SSA components.

1075

1076

1077 Section 2. Scope

1078

1079 All ~~OHA~~ **ODAR** bargaining unit employees (including temporary employees) are
1080 covered by this Appendix. Part-time employees are covered for the Flextime and
1081 Credit Hour Plan only.

1082

1083

1084 Section 3. Basic Provisions

1085

1086 ~~A. Timekeeping Procedures~~

1087

1088 ~~All bargaining unit employees will be expected to sign in and sign out each day~~
1089 ~~using the SSA Serial Time and Attendance Roster (Form SSA-30), subject to~~
1090 ~~final Automated Time and Attendance agreements. Employees will use the~~
1091 ~~applicable system in order of their arrival and departure. (See General Section~~
1092 ~~**8, D)**~~

1093

1094 B. Lunch and Breaks

1095

1096 To the extent feasible, Management will continue existing lunch and break
1097 arrangements. Employees will not be required to sign in and sign out for breaks
1098 and lunches. If Management decides to establish a shift two the following lunch
1099 and break provisions will apply:

1100

1101 • Employees who report to work before 8:00 am must take their breaks
1102 between 9:45 am and 10:30 am and between 1:30 pm and 2:15 pm.
1103 These employees must take their lunch period between 11:00 am and
1104 12:30 pm. Employees working the 4/40 FWA must take their lunch period
1105 between 11:30 am and 1:00 pm.

1106

1107 • Employees who report to work at 8:00 am or later must take their breaks
1108 between 10:30 am and 11:15 am and between 2:15 pm and 3:00 pm.
1109 These employees must take their lunch period between 12:30 pm and
1110 2:00 pm.

1111

1112 • Management may approve an employee's request to change his/her break
1113 and/or lunch period for a day or for a longer period.

1114

1115 • Employees with medical conditions will be reasonably accommodated in
1116 scheduling breaks and lunch.

1117

1118

1119 Section 4. Flextime Procedures (~~OHA~~ **ODAR** Headquarters and Field Offices)

1120

1121 A. Flextime procedures for employees of the ~~Office of Hearings and Appeals~~ **Office**
1122 **of Disability Adjudication and Review** are set forth below.

1123

1124 B. Flextime Procedures for ~~OHA~~ **ODAR** Headquarters

1125

1126 1. Core Time and Flexible Bands for ~~OHA~~ **ODAR** Headquarters

1127

1128 Core time is from 9:30 a.m. to 2:30 p.m. The flexible bands are from 6 a.m. to
1129 9:30 a.m. and from 2:30 p.m. until 6 p.m.

1130

1131 2. Periods of Absence-**Flex during Core Hours**

1132

1133 Employees who flex-in and flex-out during their work shift **must complete**
1134 **time and attendance activities in accordance with agency policy.** ~~must~~
1135 ~~use the serial sign-in/sign-out sheet, subject to final Automated Time and~~
1136 ~~Attendance agreements.~~ Employees are responsible for working their
1137 scheduled workday shift of eight (8), nine (9), or ten (10) hours.

1138

1139 3. Delayed Opening

1140

1141 When the opening of the office is delayed for any reason, the office hours will
1142 be 8 a.m. to 4:30 p.m. for the eight-hour tour and 8 a.m. to 5:30 p.m. for the
1143 nine-hour tour and 7:30 a.m. to 6:00 p.m. for the ten-hour tour.

1144

1145 C. Flextime Procedure for ~~OHA~~ **ODAR** Field Offices (including Processing Centers)

1146

1147 1. Core Time and Flexible band for ~~OHA~~ **ODAR** Field Offices

1148

1149 Shift one core time is from 9:30 a.m. to 3 p.m. The flexible bands are from
1150 6:30 a.m. to 9:30 a.m. and from 3 p.m. until 6:00 p.m.

1151

1152 Shift two core time is from 9:30 a.m. to 4:30 p.m. The flexible bands are from
1153 8:00 a.m. to 9:30 a.m. and from 4:30 p.m. to 6:00 p.m.

1154

1155 2. Shift assignments

1156

1157 Management will assign a sufficient number of employees to shift two to
1158 accommodate employee preference and operational needs. Employees on
1159 both shifts one and two participating in the flextime plan may be required to
1160 report to work at a set time because of a particular work activity.

1161

1162 If Management decides to establish a shift two, employees will be informed
1163 one pay period in advance of their assignment. The employees required to
1164 work the shift two will be selected in the following manner:

1165

1166 • Volunteers.

1167

1168 • When there is an insufficient number of volunteers, the employee(s)
1169 with the latest SCD will be chosen.

1170

1171 • When there is an excess number of volunteers, the employee(s) with
1172 the earliest SCD will be chosen.

1173

1174 • Ties in SCD will be broken by a lottery drawing.

1175

1176 • There will be a shift rotation after each three (3) month interval by
1177 using the above procedures. Management will make every reasonable
1178 effort to avoid selecting employees for consecutive shift 2 assignments
1179 unless the employee volunteers.

1180

1181 • In the event of unusual workloads or staffing problems for shift two,
1182 Management will assign the least senior employee(s) within the
1183 position to shift 2 until the situation is resolved, but for no longer than
1184 three (3) months.

1185

1186 ~~Credit hours are worked at the conclusion of the employee's 8 hour day and~~
1187 ~~can only be worked within the flexible band of the office. (Moved to General~~
1188 **Section 2, I).** Employees assigned to shift two may adjust their arrival time to
1189 work preapproved credit hours only after completing an eight hour tour. The
1190 employees' departure times cannot be prior to the end of core time for shift
1191 two (i.e. 4:30pm.). Failure to comply with this provision for reasons other than
1192 a personal emergency (in accordance with Article 31) will result in the

1193 employee assigned to shift 2 forfeiting the opportunity to start work prior to the
1194 beginning of the normal shift 2 flexible band for two weeks from the date of
1195 the incident.

1196

1197 Assignment to shift 2 does not preclude an employee from working overtime
1198 between 6:30 am and 8:00 am.

1199

1200 4. Periods of Absence – Flex during Core Hours

1201

1202 Employees who flex-in and flex-out during their work shift **must complete**
1203 **time and attendance activities in accordance with agency policy.** ~~must~~
1204 ~~use the serial sign-in/sign-out sheet, subject to final Automated Time and~~
1205 ~~Attendance agreements.~~ Employees are responsible for working their
1206 scheduled workday shift of eight (8), nine (9), or ten (10) hours.

1207

1208 5. Delayed Opening

1209

1210 When the opening of the office is delayed for any reason, the office hours will
1211 be 8:00 a.m. to 4:30 p.m. for the 8 hour tour, 8 a.m. to 5:30 p.m. for the 9 hour
1212 tour and 7:30 a.m. to 6:00 p.m. for the 10 hour tour.

1213

1214

1215 Section 5. Flexible 5/4/9 or 4/40 Work Arrangement for ~~OHA~~ **ODAR** – General

1216

1217 A. Employee Option

1218

1219 The parties understand and agree that the flexible 5/4/9 or 4/40 work
1220 arrangement will be requested by the employee. No employee will be forced into
1221 a flexible 5/4/9 or 4/40 work arrangement.

1222

1223 B. Eligibility at ~~OHA~~ **ODAR** Headquarters

1224

1225 Full time AFGE bargaining unit employees in ~~OHA~~ **ODAR** Headquarters are
1226 eligible to participate in the flexible 5/4/9 or 4/40 work arrangement as described
1227 in this appendix.

1228

1229 C. Eligibility for ~~OHA~~ **ODAR** Field Offices

1230

1231 For ~~OHA~~ **ODAR** field offices, eligibility to participate in the flexible 5/4/9 or 4/40
1232 work arrangement is as follows:

1233

1234 Field offices with 15 or more **AFGE bargaining unit** employees as of the
1235 effective date of this Agreement will be allowed to participate in the flexible
1236 5/4/9 or 4/40 work arrangements for field offices. The number of employees
1237 will be reviewed on October 1 of each year to determine whether the office
1238 meets criteria to participate. No office will lose eligibility to participate in this

1239 plan unless it drops below thirteen (13) **AFGE bargaining unit** employees as
1240 of the date of the review.

1241

1242 Section 6. Flexible 5/4/9 and 4/40 Work Arrangement Procedures

1243

1244 A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangement

1245

1246 1. Flexible 5/4/9 or 4/40 work arrangement will be designed so that
1247 approximately fifteen percent (15%) of the employees under each timekeeper
1248 number can be off work at one time. The employer may allow an excess of
1249 15% of the employees to be off on any given day.

1250

1251 2. Management will consider operational needs and employee preference in
1252 making assignments and reassignments to work schedules.

1253

1254 3. Conflicts in initial scheduling will be resolved in favor of the employee with the
1255 earliest SCD.

1256

1257 4. If a conflict arises after initial assignments, the employees will attempt to
1258 resolve the scheduling problem themselves. To ensure that all employees
1259 have an opportunity to have the most popular days off, rotation between
1260 schedules will occur on a semi-annual basis if the employees cannot resolve
1261 the problem.

1262

1263

1264 Section 7. Temporary Suspension of Flexible 5/4/9 or 4/40 Work Arrangement

1265

1266 The flexible 5/4/9 or 4/40 work arrangement may be suspended when an employee

1267 is to attend a training class with fixed beginning and ending times which could

1268 conflict with the flexible 5/4/9 or 4/40 work arrangement.

1269

1270

1271 Section 8. ~~CHA~~ **ODAR** Credit Hour Provisions

1272

1273 A. Eligibility to Participate in the ~~CHA~~ **ODAR** Credit Hour Plan

1274

1275 All ~~CHA~~ **ODAR** AFGE bargaining unit employees are eligible to participate in the

1276 credit hour plan. However, an employee may not participate in a flexible 5/4/9 or

1277 a 4/40 work arrangement and Credit Hour Plan simultaneously.

1278

1279 B. Credit Hour Procedures in ~~CHA~~ **ODAR**

1280

1281 1. Participants in the ~~CHA~~ **ODAR** credit hour plan will be permitted to earn up

1282 to two and one-half (2 1/2) credit hours per work day, if approved, provided

1283 that there is appropriate work, as determined by management, at the

1284 requested time(s). Employees may accrue credit hours so that the total

1285 exceeds the 24 hour maximum limit within the pay period. However, the
1286 hours in excess of 24 must be requested and used prior to the end of the
1287 pay period. Part-time employees may work up to 2 ½ credit hours on their
1288 non-tour day(s).

1289

1290 2. Credit hours can be earned in one-quarter (1/4) hour increments.

1291

1292 3. In accordance with law the maximum number of credit hours a full-time
1293 employee may carry over from one pay period to the next pay period is
1294 twenty-four (24). Part-time employees may accumulate and carry over not
1295 more than ¼ of the hours in such employee's biweekly basic work week.

1296

1297 4. Request to work Credit Hours

1298

1299 a. The employee has the option to request the opportunity to earn credit
1300 hours orally, or in writing by completing a form designated by
1301 management. The request will ordinarily be made on the workday
1302 preceding the day the hours are to be worked, and will be submitted to
1303 the immediate supervisor. Same day requests to work credit hours are
1304 also acceptable. In the supervisor's absence, the request will be
1305 submitted to the next available line manager. Denials must be in
1306 writing and returned to the employee as soon as possible.

1307

1308 b. 4(a) above does not preclude submission and approval of a request to
1309 work credit hours for more than one workday in the future as long as
1310 the total hours accrued does not exceed twenty-four (24).

1311

1312 c. 4(a) above does not preclude working same day credit hours.

1313

1314 d. If credit hours are requested and approved and overtime is
1315 subsequently made available in advance of working the credit hours
1316 approved, the employee will be afforded the opportunity to elect to
1317 work the overtime.

1318

1319 ~~5. Recording Credit Hours (See General Section 8, D)~~

1320

1321 ~~a. Credit hours earned, used, and the balance remaining will be recorded~~
1322 ~~in the manner provided by the payroll system.~~

1323

1324 ~~b. Credit hours earned on a daily basis will be recorded by the employee~~
1325 ~~on the appropriate time and attendance roster.~~

1326

1327 **6. 5. Use of Credit Hours**

1328

1329 Use of credit hours may be requested by submitting a **an agency prescribed**
1330 form **SSA-71** or **electronic** equivalent. ~~The employee will check the block to~~

1331 ~~the left of "other" and write out "credit hours."~~ Credit hours can be used in lieu
1332 of, or together with, approved leave and/or compensatory time.

1333

1334 Section 9. Miscellaneous

1335

1336 A. If Management proposes to make any change to the FWA or the Credit Hour
1337 Plan of bargaining unit employees, or to restrict the application of the FWA or the
1338 Credit Hour Plan to any new position, the Union will be notified in accordance
1339 with 5 USC 71.

1340

1341 B. This Appendix does not preclude an employee from requesting an altered tour of
1342 duty for specific personal reasons.

1343 Appendix E

1344

1345 Flexible Work Arrangements (FWA), and Credit Hour Plans for ROQAP

1346

1347

1348 Section 1. Purpose

1349

1350 This appendix sets forth the FWA (which is either flextime, or flexible 5/4/9 work
1351 arrangement) and credit hour procedures to be followed in ROQAP and provides
1352 authority for ROQAP employees to participate in these arrangements. In reaching
1353 agreement on this Appendix, neither party waives any provision of the National
1354 Agreement, laws or government-wide regulations. The parties recognize that the
1355 FWA provisions reflected in this appendix are solely designed to meet the specific
1356 workload and employee needs of ROQAP and may not be appropriate for other SSA
1357 components.

1358

1359

1360 Section 2. Scope

1361

1362 The provisions of this appendix apply to full-time and part-time ROQAP employees.

1363

1364

1365 Section 3. Flextime Procedures

1366

1367 A. General

1368

1369 All ROQAP flexible schedules will be consistent with law and this Appendix.

1370

1371 B. Flextime Provisions/Availability of Credit Hours

1372

1373 1. The Parties understand and agree that FWA will be initiated by the employee.

1374 In contrast, the parties understand and agree that the Agency initiates

1375 overtime and compensatory time.

1376

1377 2. A flextime schedule with credit hours will be available for all full-time and part-

1378 time ROQAP employees. Workdays of twelve (12) hours duration will be

1379 established for ROQAP employees, the flexible bands start at 6 a.m. and end

1380 at 6 p.m.

1381

1382 3. Core hours will be from 9:30 a.m. to 2:30 p.m. Flexible bands will be from

1383 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6 p.m.

1384

1385 4. For employees working a flexible 5/4/9 work arrangement, the flexible band

1386 start time is 6 a.m. to 8:30 a.m. Employees who work a flexible 5/4/9 work

1387 arrangement must arrange their schedule so that they can complete their nine

1388 and one-half (9 1/2) hour work schedule by the end of the workday as
1389 provided above.

1390

1391 5. Holidays and premium pay for flexible schedules will be consistent with law
1392 and this appendix.

1393

1394 ~~6. Employees working a flexible 5/4/9 work arrangement will not be eligible to~~
1395 ~~earn credit hours as described in this Appendix. (See General Section 2, I)~~

1396

1397 ~~C. Special Circumstances~~

1398

1399 ~~On days that in office training and/or meetings are scheduled, employees will~~
1400 ~~arrange their time of arrival so as to be present for such training and/or meetings.~~

1401 ~~(See General Section 8, E)~~

1402

1403

1404 Section 4. Credit Hour Provisions

1405

1406 A. All employees covered by this Appendix will be permitted to earn up to two and
1407 one-half (2 1/2) credit hours per work day, with supervisory approval, provided
1408 that there is work available for the employee, as determined by management,
1409 and it can be performed at the requested time(s). Part-time employees may work
1410 up to 2 1/2 credit hours on their non-tour day(s).

1411

1412 B. Credit hours may be earned in increments of one-quarter (1/4) hour. Credit
1413 hours may be used in increments of 1/4 hour.

1414

1415 C. Full-time employees may accrue credit hours so that the total exceeds the 24
1416 hour maximum limit in a pay period. However, the hours in excess of 24 must be
1417 requested and used prior to the end of the pay period. A part-time employee
1418 may accrue no more than one-fourth (1/4) of the hours in such employee's basic
1419 bi-weekly work requirements.

1420

1421 D. Consistent with the assignment involved and with prior management approval,
1422 ROQAP employees may earn credit hours while working in field locations if not
1423 on a flexible 5/4/9 work arrangement.

1424

1425 E. Requesting and Using Credit Hours

1426

1427 1. The employee has the option to request the opportunity to earn credit hours
1428 orally, or in writing by completing a form designated by management. The
1429 request will ordinarily be made on the workday preceding the day the hours
1430 are to be worked, and will be submitted to the immediate supervisor. In the
1431 supervisor's absence, the request will be submitted to the next available line
1432 manager. Denials must be in writing and returned to the employee as soon
1433 as possible. In the case that there is not enough work available, it is

1434 understood that the employee(s) receiving earlier approval will receive
1435 priority over those receiving later approval.

1436

1437 2. E (1) above does not preclude requesting and working, with supervisory
1438 approval, same day credit hours.

1439

1440 3. If credit hours are requested and approved and overtime is subsequently
1441 made available, the employee will be afforded the opportunity to elect to
1442 work the overtime in lieu of credit hours.

1443

1444 4. Use of earned credit hours will be requested by submitting a **an agency**
1445 **prescribed** form ~~SSA-74~~ or **electronic** equivalent. Credit hours can be
1446 used in conjunction with any other type of leave and/or compensatory time.

1447

1448 5. Part-time employees may work credit hours on their day off, subject to all
1449 other provisions of FWA (Maximum of 2 1/2 hours per day).

1450

1451

1452 Section 5. Flexible 5/4/9 Work Arrangement Provisions

1453

1454 A. General

1455

1456 The flexible 5/4/9 work arrangement may be suspended when employees are to
1457 attend training classes with fixed beginning and ending times that would conflict
1458 with the flexible 5/4/9 work arrangement or in other situations returning to a
1459 standard (fixed) schedule.

1460

1461 B. Requests for Flexible 5/4/9 Work Arrangement (FWA)

1462

1463 1. Employees already established in a flexible 5/4/9 work arrangement will not
1464 be required to file a new request for each new requesting period.

1465

1466 2. Management will consider operational needs and employee preference in
1467 making assignments and reassignments to work schedules. Once
1468 operational needs are taken care of, any conflicts in initial scheduling that
1469 result will be resolved in favor of the employee with the earliest SCD. In
1470 such cases, as soon as possible within the ten (10) days Management has
1471 to act, the supervisor will communicate the reason(s) for denial of the initial
1472 request, in writing, to the employee.

1473

1474 3. A new six (6) month flexible 5/4/9 work arrangement will begin the first day
1475 of the first full pay period of the first month of the new flexible 5/4/9 work
1476 arrangement.

1477

1478 4. Premium pay for compressed ~~flexible~~ **flexible 5/4/9 work arrangements** schedules
1479 will be consistent with law.

1480

- 1481 • ~~In the event of a late opening or early closing on a day that would~~
1482 ~~otherwise be an employee's nine (9) hour day, the employee will be~~
1483 ~~deemed as having completed the nine hour day.~~

1484

1485 Section 6. General Provisions

1486

1487 ~~A. Employee time will be recorded on serial sign-in/out sheets subject to final~~
1488 ~~Automated Time and Attendance agreements. Management will determine the~~
1489 ~~appropriate locations of the sign-in/out sheets. Such locations will be convenient~~
1490 ~~to all employees in a given work unit. Employees will sign in upon the start of~~
1491 ~~work and sign out at the end of work. Employees will not be required to sign in~~
1492 ~~and out at lunch except when the normal lunch period is exceeded or leave is~~
1493 ~~taken. (See General Section 8, D.)~~

1494

1495 ~~B.~~ **A. Staff Meetings, Training Sessions, etc.**

1496

1497 Employees whose non-work period or day causes them to miss a staff
1498 meeting(s), a training session(s), etc. shall not be disadvantaged by the use of
1499 credit hours, leave, or the flexible 5/4/9 work arrangement.

1500

1501 C. **B.** Employees who are attending official training courses or conferences will
1502 revert to their established fixed schedule, or when necessary, to a schedule set
1503 for the course or conference.
1504

1505

Appendix F

1506

1507 Flexible Work Arrangements (FWA), and Credit Hour Plans for Program Service

1508 Centers, Regional Offices, and Regional Offices of the General Counsel

1509

1510

1511 Section 1. Purpose

1512

1513 This appendix sets forth the FWA (which is either flextime, flexible 4/40 work

1514 arrangement for those that currently have it as of the date of this agreement or

1515 flexible 5/4/9 work arrangement) and credit hour procedures to be followed and

1516 provides authority for employees to participate in these arrangements. In reaching

1517 agreement on this appendix, neither party waives any provision of the National

1518 Agreement, laws or government-wide regulations. The parties recognize that the

1519 FWA provisions reflected in this appendix are solely designed to meet the specific

1520 workload and employee needs and may not be appropriate for other SSA

1521 components.

1522

1523

1524 Section 2. Credit Hours

1525

1526 A. Eligibility

1527

1528 The following are excluded from participating in credit hours:

1529

1530 Employees temporarily reverting to a fixed tour pursuant to the terms of this
1531 article or appendix.

1532

1533 B. Credit Hour Procedures

1534

1535 1. Credit hours can only be worked on days that the employee is scheduled
1536 to work. Credit hours must be worked within established flexible
1537 schedules. However, part-time employees may work up to 2 1/2 credit
1538 hours on their non-tour day(s).

1539

1540 2. Employees may earn credit hours in one-quarter hour (1/4) increments.
1541 Both full-time and part-time eligible employees may work a maximum of
1542 two and one-half credit hours per scheduled workday. Employees will not
1543 earn and use credit hours in a pattern that creates a 4/40 work schedule.

1544

1545 3. Employees eligible to work credit hours will be permitted to do so,
1546 provided there is appropriate work as determined by management and it
1547 can be performed at the requested time(s). Requests to work credit hours
1548 must be made orally or in writing no later than noon the day the credit hour
1549 is to be worked. A written explanation will be provided for any denial.

1550

1551 ~~4. Current arrangements for recording credit hours will be used, subject to~~
1552 ~~final Automated Time and Attendance agreements. (See General Section~~
1553 ~~8, D.)~~

1554

1555 5. 4. Employees may accrue credit hours so that the total exceeds the 24
1556 hour maximum limit within the pay period. However, the hours in excess
1557 of 24 must be requested and used prior to the end of the pay period. A
1558 full-time employee may carry over from one pay period to the next a
1559 maximum of 24 credit hours, regardless of when they were earned,
1560 without risk of forfeiture.

1561

1562 6. A part-time employee can accumulate or carry over to a succeeding pay
1563 period not more than one-fourth of the hours in such employee's biweekly
1564 basic work requirement.

1565

1566 7. If credit hours are requested and approved and overtime is subsequently
1567 made available, the employee will be offered the opportunity to elect to
1568 work the overtime in lieu of credit hours.

1569

1570 C. Procedures for Using Credit Hours

1571

1572 1. Employees will request to use earned credit hours in advance, using **an**
1573 **agency prescribed** form SSA-74 or **electronic** equivalent.

1574

1575 2. Employees may use credit hours in increments of one-quarter hour. They
1576 may be used alone, in lieu of or in combination with approved annual
1577 leave, sick leave, or leave without pay.

1578

1579 3. Supervisors will approve credit hours using the same criteria used for the
1580 approval of leave. Any conflict between credit hour requests will be
1581 resolved in favor of the employee(s) with the earliest SCD.

1582

1583

1584 Section 3. Flexible 5/4/9 and 4/40 Work Arrangement Provisions

1585

1586 A. Scheduling flexible 5/4/9 and 4/40 work schedule

1587

1588 1. Management will consider operational needs and employee preferences in
1589 making assignments to work schedules. In the event of conflicts after
1590 operational needs have been met, the employees involved will be asked to
1591 resolve the conflict between or among themselves. Any remaining conflict
1592 will be resolved in favor of the employee with the earliest SCD. This
1593 process will be repeated for each scheduling period.

1594

1595 2. Employees who discontinue a flexible 5/4/9 or 4/40 work arrangement must
1596 wait until the next six month scheduling period cycle before applying to
1597 return to a flexible 5/4/9 or 4/40 work arrangement.

1598

1599 3. Employees already established in a flexible 5/4/9 or 4/40 work arrangement
1600 will not be required to file a new request for each new requesting period.

1601

1602 B. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement

1603

1604 1. Part time employees are not eligible for flexible 5/4/9 or 4/40 work
1605 arrangement.

1606

1607 2. An employee may be involved in travel, training, or unusual activities that do
1608 not accommodate a flexible 5/4/9 or 4/40 work arrangement. Consequently,
1609 an employee may be precluded from participating in the flexible 5/4/9 or
1610 4/40 work arrangement for one or more pay periods. During such periods,
1611 the employee may participate in a flexible schedule to the extent that she/he
1612 is not required to be on a fixed tour.

1613

1614 3. Operational emergencies may dictate that an employee participating in the
1615 flexible 5/4/9 or 4/40 work arrangement may be required by management to
1616 have his/her schedule modified for a particular pay period. The

1617 modifications may include altering the employee's off day and/or eight hour
1618 day.

1619

1620 4. An employee may request a change in his/her day off because of
1621 extenuating circumstances, subject to management approval.

1622

1623 5. Employees participating in a flexible 5/4/9 or 4/40 work arrangement who
1624 are involuntarily assigned to a new unit eligible for flexible 5/4/9 or 4/40 work
1625 arrangement will be allowed to continue their existing flexible 5/4/9 or 4/40
1626 work arrangements.

1627

1628

1629 Section 4. Flextime Provisions

1630

1631 For PSC employees, flexible bands and core time as of the effective date of this
1632 Agreement remain in effect.

1633

1634

1635 Section 5. General Provisions

1636

1637 A. Employees in travel status, scheduled for training, conferences, or other unusual
1638 activities necessitating set hours may be required to revert to fixed tours as
1639 prescribed by the respective PSC, and RO/ROGC.

1640

1641 ~~B. In the event of an administrative decision to authorize late arrival or early~~
1642 ~~dismissal, employees shall revert to their appropriate fixed tours; e.g., nine hour~~
1643 ~~tours on a nine hour day, ten hour tours on a ten hour day for employees on a~~
1644 ~~flexible 5/4/9 or 4/40 work arrangement.~~

1645

1646 ~~C.~~ **B.** Employees participating in the flextime plan may be required to report to work
1647 at a set time because of a particular work activity, such as a training class. The
1648 assignment of a fixed reporting time does not necessarily preclude the employee
1649 from working credit hours within the remaining portion of the established flexible
1650 schedule for the PSC, and RO/ROGC.

1651

1652 ~~D.~~ **C.** Employees at a temporary duty station (TDY) will be governed by any FWA
1653 plan in effect at the TDY.

1654

1655 ~~E. The agency agrees to make every reasonable effort to schedule meetings during~~
1656 ~~core hours and to give employees as much advance notice of these meetings as~~
1657 ~~possible. Employees who are scheduled to attend special meetings outside core~~
1658 ~~hours must plan their schedules accordingly. **(See General Section 8, E)**~~

1659

1660 ~~F.~~ **D.** If an employee's non-work period or day causes him/her to miss meeting(s) or
1661 training session(s) conveying information for which the employee will be held

1662 responsible, his/her supervisor will ensure that this information is timely given to
1663 the employee.

1664

1665 ~~G~~. **E.** The agency agrees that employees should be excluded from the provisions of
1666 this appendix only when such action is necessary to ensure that the duties and
1667 requirements of an employee's position are fulfilled.

1668

1669

Appendix G

1670

1671 Flextime, Credit Hour Plans, Flexible 5/4/9 and 4/40 Work Arrangements (for those
1672 that have 4/40 as of the date of this agreement) for the Wilkes-Barre Data
1673 Operations Center (WBDOC) and the Security Records Center (SRC)

1674

1675

1676 Section 1. Purpose

1677

1678 This appendix sets forth the procedures to be followed for flexible 5/4/9 and 4/40
1679 work arrangements, flextime and credit hour procedures in the DOC and SRC, and
1680 provides authority for DOC and SRC employees to participate in these plans. In
1681 reaching agreement on this Appendix, neither party waives any provision of the
1682 National Agreement, laws or government-wide regulations. The parties recognize
1683 that the flexible work arrangements (FWA) provisions reflected in this Appendix are
1684 solely designed to meet the specific workload and employee needs of the WBDOC
1685 and SRC, and may not be appropriate for other SSA components.

1686

1687

1688 Section 2. General

1689

1690 The parties understand and agree that flexible work schedules, flexible 5/4/9 and
1691 4/40 work arrangements, or credit hours will be initiated by the employee and flexible

1692 5/4/9 and 4/40 work arrangements and credit hours will be subject to the approval of
1693 management. In contrast, the parties understand and agree that overtime and
1694 compensatory time are initiated by the agency.

1695

1696 The parties agree to continue to follow the provisions of the MOU dated 5/30/2000
1697 regarding Boyers, the MOU dated 6/13/2000 regarding Wilkes Barre Data
1698 Operations Center flextime-AWS-Credit Hour expansion experiment, and the MOU
1699 dated 5/11/2001 regarding WBDOC CST expansion.

1700

1701

1702 Section 3. Provisions Related to Flextime

1703

1704 Flexible bands are the specific periods of the workday during which employees have
1705 the opportunity to vary their starting and departure times.

1706

1707 Employees at a temporary duty station (TDY) will be governed by the work schedule
1708 plan in effect at the TDY.

1709

1710

1711 Section 4. Provisions Related to Credit Hours

1712

1713 A. Procedures for Working Credit Hours

- 1714 1. Credit hours can only be worked on days that the employee is scheduled to
1715 work. Credit hours must be worked within established flexible schedules.
1716 However, part-time employees may work up to 2 1/2 credit hours on their
1717 non-tour day(s).
1718
- 1719 2. Credit hours are worked in one-quarter hour increments each day. Both full-
1720 time and part-time eligible employees may work a maximum of two and one-
1721 half credit hours per scheduled workday provided that appropriate work as
1722 determined by management is available for the employee and it can be
1723 performed at the requested time(s). Credit hours will not be accrued and
1724 used in a manner that would be characteristic of a 4/40 work schedule.
1725
- 1726 3. The employee has the option to request the opportunity to earn credit hours
1727 orally, or in writing by completing a form designated by management. The
1728 request will ordinarily be made on the workday preceding the day the hours
1729 are to be worked, or the same workday and will be submitted to the
1730 immediate supervisor. In the supervisor's absence, the request will be
1731 submitted to the next available line manager. Denials must be in writing and
1732 returned to the employee as soon as possible.
1733
- 1734 ~~4. Serial sign-in/sign-out sheets subject to final Automated Time and~~
1735 ~~Attendance agreements will be used to record credit hours. (See General~~
1736 **Section 8, D.)**

1737

1738 ~~5.~~ **4.** A full-time employee may accrue up to 28 credit hours during a pay
1739 period. However, a maximum of 24 hours only may be carried over from
1740 one pay period to the next, regardless of when they were earned without
1741 risk of forfeiture. All employees may carry over from one season to the next
1742 a maximum of 24 credit hours. Full-time employees will be permitted to
1743 earn up to two and one-half (2 1/2) credit hours per day. However, the
1744 hours in excess of 24 must be requested and used prior to the end of the
1745 pay period.

1746

1747 ~~6.~~ **5.** A part-time employee can accumulate or carry over to a succeeding pay
1748 period not more than one-fourth of the hours in such employee's bi-weekly
1749 basic work requirement.

1750

1751 ~~7.~~ **6.** If credit hours are requested and approved and overtime is subsequently
1752 made available before the work is performed, the employee will be notified
1753 and afforded the opportunity to work overtime instead. Once credit hours
1754 have been worked, they may not be changed to overtime subsequently
1755 made available.

1756

1757 ~~8.~~ **7.** Holidays and premium pay for flexible schedules will be consistent with
1758 law.

1759

1760

1761

1762 B. Procedures for Using Credit Hours

1763

1764 1. Employees will request to use credit hours in advance using **an agency**
1765 **prescribed** form ~~SSA-74~~ or **electronic** equivalent.

1766

1767 2. Employees may use credit hours in increments of one-quarter hour. They
1768 may be used alone, in lieu of or in combination with approved leave, in order
1769 to take a full day(s) off.

1770

1771 3. Supervisors will approve use of credit hours under the same criteria used for
1772 the approval of leave. In the event of a conflict between credit hour
1773 requests, it will be resolved in favor of the employee(s) with the earliest SCD
1774 within the work unit by position.

1775

1776

1777 Section 5. Provisions Related to Flexible 5/4/9 or 4/40 Work Arrangements

1778

1779 A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangements

1780

1781 Management will consider operational needs and employee preferences in
1782 making assignments in flexible 5/4/9 or 4/40 schedules. Any conflicts will be

1783 resolved in favor of the employee with the earliest SCD within the work unit by
1784 position. This process will be repeated for each scheduling period.

1785

1786 B. Special Provisions for Flexible 5/4/9 or 4/40 Schedules

1787

1788 1. Part-time employees are not eligible to participate in flexible 5/4/9 or 4/40
1789 schedule.

1790

1791 2. An employee may be involved in travel, training, or unusual activities that do
1792 not accommodate a flexible 5/4/9 or 4/40 schedule. Consequently, an
1793 employee may be precluded from participating in the flexible 5/4/9 or 4/40
1794 schedule for one or more pay periods. During such pay periods, the
1795 employee may participate in a flexible schedule to the extent that she/he is
1796 not required to be on a fixed shift.

1797

1798 3. An operational emergency may dictate that an employee participating in a
1799 flexible 5/4/9 or 4/40 schedule may be required by the Agency to have
1800 his/her schedule modified for a particular pay period. The modification may
1801 involve altering which day the employee has as an off day or an eight hour
1802 day. The Agency agrees to minimize any such modifications.

1803

1804 4. Employees requesting a change to their day off and/or eight-hour day under
1805 a flexible 5/4/9 or days off under a 4/40 work schedule may make such

1806 changes only at the semi-annual requesting period. Hardships will be
1807 handled on an exception basis by management.

1808

1809 5. To the extent possible, employees who are participating in a flexible 5/4/9 or
1810 4/40 schedule and are assigned to a new unit will be allowed to continue
1811 their existing flexible 5/4/9 or 4/40 schedule.

1812

1813 6. Flexible 5/4/9 or 4/40 schedules will be determined by Management in a fair
1814 and equitable manner. Work schedules will be designed so that
1815 approximately 10 percent of the employees in the work unit by position can
1816 be off work at one time. However, this amount may be increased depending
1817 upon workload and differing demands. This is over and above normal leave
1818 usage. In computing the 10 percent staffing figure, Management will round
1819 up to the next whole person.

1820

1821

1822 Section 6. General Provisions

1823

1824 A. Employees in travel status, scheduled for training, conferences, and other
1825 unusual activities necessitating set hours may be required to revert to fixed tours
1826 as set in the WBDoc and SRC.

1827

1828 ~~B. In the event of an administrative decision to authorize late arrival or early~~
1829 ~~dismissal, employees shall revert to their established fixed shift schedules e. g.,~~
1830 ~~nine hour tours on a nine hour day for employees on a flexible 5/4/9 or ten hour~~
1831 ~~days for a flexible 4/40 schedule.~~

1832

1833 ~~C.B. On days that training and/or meetings are scheduled, employees will arrange~~
1834 ~~their time of arrival so as to be present for such training and/or meetings. (See~~
1835 **General Section 8, E)** Employees who are scheduled to attend all day or partial
1836 day ~~out-of-office~~ training may be required to revert to their established fixed shift
1837 schedule.

1838

1839 ~~D. C.~~ All new hires, rehires or returning seasonals will be afforded the opportunity of
1840 electing flexible 5/4/9 or 4/40 schedules at the end of the required training period,
1841 provided training is scheduled for the entire workday.

1842

1843 ~~E. D.~~ Employees at a temporary duty station (TDY) will be governed by any flexible
1844 5/4/9 or 4/40 schedule in effect at the TDY.

1845

1846 ~~F. E.~~ If an employee's non-work period or non-work day causes him/her to miss
1847 meeting(s) or training session(s) conveying information for which the employee
1848 will be held responsible, his/her supervisor will ensure that this information is
1849 timely given to the employee.

1850

1851 **G. F.** Notwithstanding any other provision of this appendix, should the Employer
1852 determine that it is unable to provide the level of service required to support the
1853 internal operations as well as the American Public and carry out the daily work of
1854 the Agency, the appropriate Management official may suspend the flexible 5/4/9
1855 or 4/40 schedule and/or credit hours.
1856