

## HOURS OF WORK

**SECTION 1: PROVISIONS FOR HOURS OF WORK:** This Article supersedes any previous agreements to hours of work, including work schedules.

**A. Business Hours:** The official business hours of the headquarters are 6:00 a.m. to 6:00 p.m. Monday through Friday. Department Heads or designated management officials may vary their office or clinic official business hours to meet operational requirements by providing notice to the Union and bargaining in accordance with law.

**B. Regular Day Off (RDO):** A calendar day, to include Saturday and Sunday, that an employee is not scheduled to work under a standard or alternative work schedule.

**C. Core Hours:** Designated periods when employees must be on duty, on approved leave, or on an RDO. The core hours for all facilities are 9:00 a.m. to 3:00 p.m. Supervisors may establish alternative core hours consistent with specific operational requirements of an office or clinic as well as for shifts other than the regular day shift.

**D. Standard Work Schedule:** Consist of ten (10) fixed eight (8)-hour days in a bi-weekly pay period.

1. Supervisors will schedule an employee's arrival and departure for the same time from day to day, except as approved for employees working flexible work schedules.
2. All work schedules will be assigned between 6:00 a.m. and 6:00 p.m. except for supervisor approved overtime or for regular work schedules to meet operational requirements.
3. Employees that request and are approved to work before 6:00 a.m. and after 6:00 p.m. will not be authorized night differential pay.
4. When employees are required to work evenings, weekends or holidays it will be scheduled fairly and equitably among affected employees who are qualified and perform similar work.
5. Scheduled non-overtime workday will not exceed ten (10) paid working hours, except to meet operational requirements.
6. Clinics may establish work schedules including Saturdays and Sundays to meet operational requirements.
7. All work schedules and changes must be approved in advance by the supervisor prior to the effective date of the work schedule change. Supervisors shall make a determination in writing on an employee's request for a work schedule change within two (2) full pay periods.

Agreement: Agency  Union 

Date: 27 Sep 16

Page 1 of 10

## HOURS OF WORK

8. When a change of uniform or attire is required on site, the Agency The Agency has determined that, in support of mission requirements, it will provide fifteen (15) minutes at the beginning and ending of the tour for the employees to change clothes during duty hours. In addition, employees will be allowed a reasonable amount of time to change clothes if their clothing becomes soiled. For security personnel, see Security Personnel Article.
9. Employees who are engaged in the types of work that may require clean-up time as an integral part of the job are to be allowed reasonable clean-up time immediately prior to the end of each shift for the purpose of returning tools and cleaning up the work area and machinery.

**E. Voluntary Schedule Adjustments:** Where mutually agreeable to all employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Agency. All affected supervisors will be notified of the employees' wishes. These trades will be approved unless they interfere with the efficient accomplishment of operational requirements. Supervisors shall carefully monitor overtime usage.

### SECTION 2: MEAL PERIOD

**A. Lunch Break:** A minimum thirty (30) minute lunch break must be added to each work schedule. However, supervisors may authorize up to one (1) hour for a lunch break. It may not be taken at the beginning or end of the work day.

**B. Notice of Changes:** The Agency will continue the existing lunch and break arrangements. If the Agency determines that an adjustment to lunch and/or breaks is necessary to meet operational requirements, the Union will be given the opportunity to bargain on such changes in working conditions.

### SECTION 3. BREAKS

**A. Fifteen (15) Minute Break:** A fifteen (15) minute break may be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest will occur in the middle of each four (4) hour period, depending upon the workload requirement. Similar rest periods will be provided for employees who work on other than the normal eight (8) hour tour of duty. There will be no charge to leave for such breaks. As breaks are not cumulative, if an employee does not take a break in the first four (4) hour work period, an employee cannot lengthen subsequent breaks.

**B. Additional Breaks:** Work ordered and performed in excess of employees' normal work schedule will include paid fifteen (15) minute break periods at the end of every two (2) hours of work, unless the tour of duty ends after two (2) hours.

Agreement: Agency BIS Union MTA

Date: 27 Sep 16

Page 2 of 10

## HOURS OF WORK

**C. Nursing Mothers:** The Agency shall provide nursing mothers with a reasonable break time to express milk whenever needed throughout the workday. The frequency and duration of time necessary to express break milk may vary depending on the needs of the nursing mother.

**SECTION 4. EMPLOYEE RESPONSIBILITY:** Using the agency time and attendance system, employees will self-certify arrival, departure, leave, as well as any other exceptions to the normal work day. All employees, including those utilizing FWS or CWS, must ensure that their time (i.e., regular, overtime, compensatory, credit, and telework hours, etc.) and attendance (i.e., any leave usage) is properly and accurately recorded on a daily basis. Failure to have the time up-to-date at certification may result in the employee being charged with leave, Leave Without Pay (LWOP), or Absence Without Leave (AWOL).

**SECTION 5. CIRCUMVENTION OF OVERTIME:** Schedule changes will not be used solely to avoid premium or overtime pay unless it would seriously handicap the Agency in carrying out its functions or would substantially increase costs. Upon request, the Agency will provide the Union a written rationale for changing these work schedules.

**SECTION 6. UNION NOTIFICATION:** The Agency will inform the Union prior to implementing work schedule changes, (e.g., number of shifts, shift starting times) and bargain to the extent required by law.

### **SECTION 7. MANAGEMENT OF WORK SCHEDULES:**

**A. Agency Authority:** The Agency retains the right to determine the work objectives of any given unit and to disapprove, in writing, any work schedule that does not allow those objectives to be met. Supervisors, with the involvement of their employees, shall develop tours of duty and work schedules that provide for adequate coverage during official hours and days of operation and are otherwise necessary to accomplish the Agency's mission. Supervisors may adjust work schedules to ensure adequate coverage, accommodate training, and ensure delivery of care.

**B. Self-Development Activities:** Supervisors will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within the Agency.

**C. Notice of Changes:** When operational requirements require a change in an employee's permanent schedule, supervisors will provide the employee with written notice of the change at least two (2) pay periods in advance, except when the head of the agency (Director, NCR-MD or his or her designee) determines that the Agency would be seriously handicapped in carrying out its functions, that costs would be substantially increased, or in other unusual circumstances (e.g., unforeseen work requirements, special projects, or natural disaster).

Agreement: Agency BS Union YTW

Date: 7/20/16

Page 3 of 10

## HOURS OF WORK

1. Employees may be required to post their daily work status to include RDO, travel, leave and telework, along with official contact information outside their office or workstations.
2. For safety reasons, the Agency has determined that unless it would interfere with mission requirements, employees will not be required to report to work unless they have had at least twelve (12) hours off-duty time between work tours.
3. Employees may not change or discontinue an authorized work schedule without supervisory approval.

### **SECTION 8: ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS**

**OBSERVANCE:** An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation, unless it would cause undue hardship on the Agency's business. Requests shall be submitted using the "Work Schedule Request Form" as appended to this contract. Reasons for decision will be provided to the employee in writing within fifteen (15) calendar days.

**SECTION 9: GENERAL RULES FOR "IN LIEU OF" HOLIDAYS:** All full-time employees, including those on FWS or CWS schedules, are entitled to an "in lieu of" off a holiday when a holiday falls on a non-work day:

1. If a holiday falls on a Saturday, the preceding Friday is the in-lieu-of holiday;
2. If a holiday falls on Sunday, the following Monday is the "in lieu of" holiday;
3. If a holiday falls on the non-workday of an employee, other than Saturday or Sunday, the preceding workday is normally the employee's in-lieu-of holiday.
4. RDO adjustments required by a scheduled holiday or day in-lieu of holiday will be determined by the supervisor in consultation with the employee.
5. *Flexible Work Schedule:* full time employees working a FWS who are prevented from working on a holiday (or an "in lieu of" holiday) are generally excused from duty for the number of hours of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed eight (8) hours. Part-time FWS employees prevented from working on a holiday are entitled to pay for the number of hours that would have been worked, not to exceed eight (8) hours.
6. *Compressed Work Schedule:* full time employees working a CWS who are prevented from working on a holiday (or an "in lieu of" holiday) are generally excused from all of the hours of their compressed work schedules (i.e., "basic work requirement") on that day. Part-time CWS employees prevented from working on a holiday are entitled to pay for the number of hours of the compressed work schedule on that day.

Agreement: Agency PN Union AAU

Date: 27 Sep 16

Page 4 of 10

## HOURS OF WORK

### SECTION 10. WORK SCHEDULE OPTIONS (ALTERNATE WORK SCHEDULE AND CREDIT HOURS):

**A. General:** An Alternative Work Schedule (AWS) means a schedule other than the traditional eight (8) hours fixed shift, including a Flexible Work Schedule (FWS) and a Compressed Work Schedule (CWS), which has the potential to improve employee productivity and morale and accomplish the Agency's mission and goal.

**B. Voluntary Nature:** Participation in AWS and CWS is on a voluntary basis and no individual shall be required to participate. All requests to participate will be consistent with the mission requirements and workload demand.

**C. Flexible Work Schedule:** means a work schedule established under 5 USC § 6121, that:

1. In the case of a full-time employee, has an eighty (80) hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the Agency; and
2. In the case of a part-time employee, has a biweekly basic work requirement of less than eighty (80) hours that allows an employee to determine his or her own schedule within the limits set by the Agency.
3. Definitions:
  - a. *Flexitour:* Employee pre-selects arrival and departure times from a flexible band. Employee must be on duty in the office or teleworking during core hours.
  - b. *Gliding Schedule:* The employee has a basic work requirement of eight (8) hours per day. However, the employee workday may start up to one (1) hour prior or after their regular scheduled work day with no additional approval required. For example, an employee is scheduled to report to work at 8:00 a.m., the employee may arrive as early as 7:00 a.m. or as late at 9:00 a.m. without requesting advance approval.
  - c. *Maxi-Flex ("Any 80"):* The employee has a basic work requirement of eighty (80) hours per pay period; the employee may vary the length of the week and the length of the workdays to work less than ten (10) days a pay period.
  - d. *"Flex-in/flex-out":* Employees working this flexible schedule will be allowed to flex-in/flex-out during the workday, subject to supervisory approval. If a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6 p.m., the employee will be placed in the appropriate leave

Agreement: Agency OPD Union AFW

Date: 8/20/16

Page 5 of 10

## HOURS OF WORK

category at his or her request or charged AWOL, as appropriate.

**D. Compressed Work Schedule (CWS):** means a fixed work schedule established under 5 U.S.C. § 6121 et seq., that:

1. In the case of the full-time employee, an eighty (80) hour biweekly basic work requirement that is scheduled by an Agency for less than ten (10) workdays; and
2. In the case of a part-time employee, whose biweekly basic work requirement is less than eighty (80) hours, and is scheduled by the Agency for less than ten (10) workdays and may require the employee to work more than eight (8) hours in a day.
3. For employees working under compressed schedules, overtime pay will continue to be paid for work outside the compressed schedule.
4. Agreed upon CWS schedules are as follows:
  - a. *5-4/9 work schedules:* consist of a fixed schedule within a bi-weekly pay period, with a nine (9) hour work requirement for eight (8) days, an eight (8) hour work requirement for one (1) day, which normally provides two (2) RDOs one week and three (3) RDOs the alternate week, to complete the basic work requirement of eighty (80) hours per bi-weekly pay period; and
  - b. *4-10 work schedules:* consist of a fixed schedule within a bi-weekly pay period, with a work requirement of four (4) ten (10) hour days and three (3) RDOs each week, with the RDOs falling on the same days each week, to complete the basic work requirement of eighty (80) hours per bi-weekly pay period.
  - c. *6-12-8 work schedules:* consist of an eighty (80) hour per pay period basic work schedule that includes six (6) twelve (12) hour workdays and one (1) eight (8) workday, with seven (7) RDOs normally falling on the same days each pay period.
5. **Employee Preference:** Employees may submit a preference for their RDO. Supervisors will consider each employee's preference. An employee on a CWS option may occasionally elect to take another RDO within the same pay period with advance supervisory approval. The change will be approved unless precluded by the work requirements of the Agency and provided that the change does not adversely affect the work schedule of another employee.

**E. Credit Hours:** Hours that an employee elects to work, with the supervisor's approval, in excess of the employees eighty (80) non-overtime work requirement under a FWS. The Agency will administer credit hours in accordance with 5 U.S.C., Subpart E, Chapter 61, and 5 CFR Part 610.

Agreement: Agency BS Union 75PW

Date: 07 SEP 11

Page 6 of 10

## HOURS OF WORK

### 1. Procedures:

- a. Participating employees, including part-time employees, will be authorized to earn up to two (2) credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s). An employee may not earn more than twenty-four (24) credit hours during any biweekly pay period. A part-time employee may not earn more than thirteen and one-half (13.5) credit hours during any biweekly pay period. Credit hours may be earned and used in minimum increments of fifteen (15) minutes.
- b. The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is twenty-four (24) hours. A part-time employee may not carry over more than one quarter of the hours in his or her basic biweekly work scheduled from pay period to pay period.

### 2. Request to Work Credit Hours:

- a. Employees earn credit hours equivalent to hours approved and worked, e.g. one hour worked, one credit hour earned.
- b. Credit hours must be approved in advance. Employees shall request and obtain management approval to work credit hours, using the "Work Schedule Request Form" (See Appendix \_\_\_), normally no later than the preceding workday.
- c. This request will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next level supervisor. The request will be documented as approved or denied by the supervisor as soon as possible on the same day submitted.
- d. The above procedure does not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee.
- e. An employee must have assigned work available to fill an expanded schedule. For the purpose of earning credits, "assigned work" is that which is necessary for the accomplishment of a particular job task in keeping with Agency priorities. An employee may not neglect or delay accomplishment of normal daily work in order to earn credit hours.
- f. The use of earned credit hours may be requested at any time. However, the approval or denial of the use of earned credit hours will be on the same basis as with annual leave.

## HOURS OF WORK

- g. If an employee separates from Federal employment, transfers to another agency, or is no longer eligible to work a FWS, they will be paid his or her balance of credit hours up to the maximum allowable carry over limit.

**SECTION 11. AWS OPERATIONAL REQUIREMENTS:** Employees who desire to work an AWS shall submit a "Work Schedule Request Form" (see Appendix \_\_\_\_ ) to their supervisor at least two full pay periods prior to the effective date of the desired schedule. The Agency will, to the extent possible, accommodate requests, subject to operational requirements.

**A. Approval:** Supervisors are responsible for approving or disapproving in writing an employee's request for an AWS within two (2) full pay periods. The supervisor will take into account operational requirements in evaluating requests. Approved requests will include: (1) start and end times under flexible work schedules, (2) scheduling the work, (3) usage of credit hours, (4) the designation of the employee's RDOs, and will start at the beginning of the next full bi-weekly pay period.

**B. AWS and Telework:** The employee may only participate in one Alternative Work Schedule. Employees are eligible to simultaneously participate in AWS and be on a telework agreement.

**C. Modifications:** Employees' AWS schedules may temporarily be withdrawn or modified by the supervisor for a specified period of time of up to six (6) pay periods based on unanticipated workload. In such instances, supervisors will normally give employees one (1) pay period advance notice, unless precluded by operational requirements.

**SECTION 12. MANAGEMENT OF AWS:** The Agency has the authority to determine which positions may use an AWS. Exclusion or denial from participation will be based solely on either operational requirements or the Flexible and Compressed Work Schedules Act, 5 U.S.C. § 6131.

**A. Negotiability:** The Union will be notified of positions determined to be ineligible to work an AWS. These determinations will be bargained in accordance with the terms of the Mid-Term Bargaining Article of this CBA.

**B. Requests:** Each employee desiring to work under an AWS plan should submit a written request to his or her supervisor for a decision. The Agency will act upon these requests as soon as possible, but in no case later than one (1) full pay period after the request is made. Requests and responses shall be on the "Work Schedule Request Form" (See Appendix \_\_\_\_).

**C. Union Officials:** In the performance of labor-management activities, employees who are AFGE representatives will be given the opportunity to work the AWS Plan and/or the Credit Hour Plan in accordance with the provisions of this Agreement.

Agreement: Agency  Union 

Date: 27 SEP 16

Page 8 of 10



## HOURS OF WORK

**D. Delegation:** The approval of a specific work schedule may be delegated to first-line supervisors. In management of AWS, supervisors will ensure that operational needs are met. After consideration of operational needs, any other conflicts in scheduling that result will be resolved in favor of the employee who has seniority by SCD.

**E. Hardships:** Hardship situations will be considered in scheduling AWS. Employees may request a change in their work schedule at any time due to hardship. The request must be in writing to their supervisor and describe the nature of the hardship in sufficient detail to allow management to act on the request. Such requests will normally be approved unless doing so would have an adverse impact on operational requirements. The change will be effective the next pay period, or sooner, upon approval by the supervisor.

**F. Altered Tour:** This Agreement does not preclude an employee from requesting an altered tour of duty or a change in their RDO for specific personal reasons. Supervisor approval is required for changes to RDO in an AWS.



**G. Training/TDY:** When necessary, a supervisor may adjust an AWS to a standard work schedule when the employee is on official training, travel, or another temporary work assignment.

**H. Timekeeping:** The recordings of absences are treated in accordance with the leave provisions of this contract. Employees working a compressed work schedule shall be charged leave in accordance with their assigned work schedule for the day of the absence.

**SECTION 13: REVOCATION PROCEDURES:** Employees who do not comply with AWS rules and provisions are subject to removal from participation in the AWS in the following manner:

**A. Non-Compliance:** Prior to removing an employee from participation in AWS for non-compliance, the appropriate supervisor will counsel the employee for the need to improve and or comply with all provisions. If the employee continues his or her non-compliance or fails to improve, the supervisor shall give the employee written notice that failure to show immediate and sustained improvement shall result in the employee's AWS privileges being revoked.

1. After such written notification, if the employee's non-compliance with AWS rules and provisions continues or does not improve, the Employer may remove the employee's AWS privileges for six (6) months. After the six (6) month period, the employee may return to the AWS, at the employee's election, unless he or she has continued to present time and leave problems.
2. Employees who are placed on a Performance Improvement Plan (PIP) under 5 U.S.C. Chapter 43 may be temporarily removed from AWS for the duration of the PIP in order to assist them in improving their performance.

Agreement: Agency  Union 

Date: 27 Sep 16

Page 9 of 10

## HOURS OF WORK

3. When considering the removal of an employee from an AWS based on performance, the Agency will identify in writing the specific connection between the schedule and the employee's performance.

**B. Discipline:** Revocation of AWS privileges, counseling or written notice to that effect, does not preclude the employer from initiating an appropriate disciplinary or performance action at any time.



**C. Grievance Rights:** It is understood that removal from an AWS may be grieved in accordance with this Agreement. However, counseling or written warnings for non-compliance and possible removal from AWS cannot be grieved.

### SECTION 14. CHANGES AND TERMINATIONS:

**A. Duty to Bargain:** Should the Agency at any time determine that an AWS, in either a Department or larger organizational unit, has had an adverse impact, as defined in 5 U.S.C. Section 6131 (a) through (c), i.e. a reduction in productivity, a threat to security or internal control procedures, a diminished level of service, or has resulted in an increase in operating costs, the Agency will notify the Union of its decision to modify or terminate such existing AWS. Such notice will include an explanation of the basis for the Agency concerns. The Union reserves the right to bargain over the proposed change as provided under the Federal Employees Flexible and Compressed Work Schedules Act. Nothing in this section shall be deemed to compromise the Union's statutory rights.

**B. Denial:** A supervisor who denies requested participation in AWS must notify the employee(s) in writing, including the reason for denial, utilizing the "Work Schedule Request Form" (Appendix \_\_\_\_). Denials of requests to work alternative work schedules will not be arbitrary or capricious. Denials may be grieved in accordance with the Negotiated Grievance Procedure of this CBA.

**C. Temporary Suspension:** Temporary suspension of AWS and or Credit Hours in all or part of an MTF may be made for up to thirty days by an MTF Director for an emergency or if necessary to fulfill operational requirements, subject to immediate partnership discussions or negotiations under the terms of the Mid-Term Bargaining Article of this CBA. Except in emergency situations, employees will be provided two weeks' notice of any such changes.

Agreement: Agency  Union 

Date: 27 SEP 11

Page 10 of 10