

DSCR and AFGE LOCAL 1992  
LOCAL AGREEMENT  
ARTICLE 20, HOURS OF DUTY

**SECTION 2 – STANDARD WORK WEEK**

1. The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on a 5-day basis, normally Monday through Friday, with 2 consecutive days off outside the basic workweek.
2. The tour of duty shall be the same for each day of the basic workweek except where Alternate Work Schedules (AWSs) are authorized.
3. The basic workday should not exceed 8 working hours except the standard tour of fire-fighters and police officers or where AWSs are authorized.
4. In fixed shift assignments, employees with the most seniority shall be given first choice of shift. This excludes when an employee is hired for a specific designated shift; however, the employee can request a change of shift. The employer will offer the shift change by seniority using the Federal Service Computation Date (SCD). On a case-by-case basis, the Employer may make an exception to the seniority rule based on demonstrated hardship.
5. The Employer agrees to consider modifying tours of duty for employees enrolled in accredited institutions or trade schools, if the course will equip the employee for more effective work in the Agency. The Employer shall, in a timely manner, notify the employee in writing of a denial and rationale.
6. Employees may volunteer to change their shift or to change their work schedule without regard to the stated notice period. Such changes must be made purely voluntarily on the employee's part and must be agreed to before the beginning of the administrative workweek of the first day of the change. The Union will be notified in writing.
7. Working hours or tours of duty may require temporary modification due to emergency conditions caused by inclement weather, civil disaster, or national emergency. The Employer will make every attempt to notify affected employees and the Union president or his/her designated representative at least 24 hours in advance.
8. The Employer shall notify the Union in writing a minimum of 1 week in advance of any management-directed change to be implemented in work schedules. Each employee shall be notified by his/her supervisor at least 7 calendar days prior to any changes in tours of duty or working hours except in cases of emergency (Flextime and AWS excluded). The Employer agrees that, when it is practicable, such notification will be 2 weeks in advance. Employees

without an individual assigned computer (i.e., employees who share a computer) will be notified via hard copy. All other employees will be notified by email. Such changes in tour of duty shall be posted in a conspicuous place in the work area. In addition, the Union shall be provided a copy of the notification at the same time the employee is notified. This notice to the employee and the Union shall contain the following information:

- a. New hours of the tour.
  - b. Reason(s) for the change.
  - c. Identification of the affected employees.
  - d. Signature of the approving or authorizing official. Copies of such notices shall be retained by the Employer for a period of at least 60 days.
9. An employee's regular workday or workweek shall not be changed solely to avoid payment for overtime or granting of compensatory time off. This also applies to holiday pay.
10. Normally all inputs for the entire pay period shall be done before noon (1200 hours) of the last Friday of the pay period. Accelerated pay periods shall be accommodated accordingly.

### **Section 3 – WORK SCHEDULES**

#### **1. Lunch Breaks**

##### **a. Non-paid Lunch:**

- i. The lunch period shall be considered free time allotted outside the established tour of duty. This will be a 30-minute period.
- ii. This lunch-time must be taken if the employee works their normal scheduled shift. A lunch period is not required for anything less than the normal scheduled shift. The employer may allow exceptions on a nonrecurring case by case basis.
- iii. A non-paid lunch time longer than 30 minutes may be available when an AWS is authorized.

- ##### **b. Paid Lunch:** A paid lunch is only authorized in specific work areas designated in agreements between management and the Union, and then only at times when employees are required to perform substantial official duties during their lunch period.

- #### **2. Breaks -** Employees working shifts of eight or more hours shall have one morning and one afternoon break period of 15 minutes' duration. Employees working shifts of four to seven hours shall have one 15 minute break. Breaks may not be combined with the beginning or end of a shift or with lunch time.

### 3. Flexitime

- a. Employees will be permitted to use Flexitime to the maximum extent practicable without impeding the mission. Employees normally present for duty between 0800 and 1630 shall be permitted to use Flexitime except those personnel assigned to shifts (whether fixed or rotating) will not be eligible unless granted an exception by the Director to utilize Flexitime. Flexitime does not alter other regulations concerning use of leave or compensatory time or the rights of supervisors or employees.
- b. Flexitime is the designated period between 0600 and 1900 during which employees authorized Flexitime may arrive and depart at their own discretion in increments of 5 minutes. Core hours are 1000 to 1100 and 1300 to 1430. However, employees may (with first line supervisory approval) flex in and out during core hours without charge to leave or credit hours provided sufficient time remains within the established Flexitime working hours (0600 to 1900) to complete the daily work requirement for that work day. Employees may submit written requests to directors if they need to work before 0600 or after 1900 for a non-medical reason. Directors will provide a written acceptance or denial. (Requests based on medical needs must be processed in accordance with MLA Article 8, Section 7, and with relevant Agency Instructions).
- c. Employees on Flexitime must complete the workday between 0600 and 1900.
- d. Flexible lunch is the period between 1100 and 1300 during which employees may take from 30 minutes to 2 hours for lunch at their own discretion in increments of 5 minutes.
- e. Flexitime may be suspended for short periods to accommodate training courses, conferences, meetings, inspections, hearings, etc.
- f. The Employer and Union agree that institution, implementation, changes and termination of Flexitime are fully negotiable (in regard to impact and implementation). Either party will notify the other in accordance with MLA article 5. The parties will maintain status quo until the negotiation process, including impasse, is completed.
- g. In the event there is an overriding exigency, the Employer will notify the Union at least 2 weeks in advance of the Employer's proposed change and provide rationale for the change. The Union will notify the Employer at least 1 week in advance of the proposed change of its intent to negotiate and the parties will meet within 5 workdays thereafter to negotiate ground rules.
- h. Negotiations will not be required for temporary (i.e., 90 days or less) suspensions of Flexitime. These temporary suspensions will be limited to training, abnormal workload conditions, or national emergency. In the event of national emergency, the Union will be notified as soon as possible. The Union will be notified at least 2 weeks in advance for training or abnormal workload conditions. Notification shall contain the following information:

- i. Duration of the suspension.
- ii. New hours for the tour of duty.
- iii. Reason(s) for the change.
- iv. Identification of the affected employees.
- v. Signature of the approving or authorizing official.

## SECTION 4 – ALTERNATIVE WORK SCHEDULES

1. Institution, implementation, changes and termination of AWS are fully negotiable (in regard to impact and implementation). Either party will notify the other in accordance with Article 5. The parties will maintain the status quo until the negotiation process, including impasse, is completed.

### 2. DEFINITIONS

- a. **Alternative Work Schedule (AWS)** is a system of work schedules. An employee may vary the number of hours worked on a given day or the number of hours worked each week, within established limits. The options include work under Flextime, Flexible Work Schedule (FWS), Compressed Work Schedule (CWS), and/or Credit Hours. AWS is an option of the employee and, therefore, the employee cannot be directed to participate.
- b. **Basic Work Requirement (BWR)** is the number of hours an employee is required to work or account for by use of leave, AWS time off or credit hours. The BWR for full time employees is 80 hours per 2-week pay period.
- c. **Credit Hours** are hours that are worked in excess of the scheduled basic work requirement. Prior supervisory approval is required to work and accumulate credit hours. Credit hours may be earned and used in 15 minute increments. A maximum of 24 credit hours may be accrued and carried over from one pay period to the next. Employees will record credit hours earned and used in the current time keeping system. Employees on a Flexible Work Schedule may earn credit hours. Employees on a Compressed Work Schedule may not earn credit hours.
- d. **Compressed Work Schedule (CWS)** is a system of compressed schedules that allows an employee to vary the number of hours per day and/or the number of days per week that an employee may work within established limits. Employees must ensure the BWR for the pay period is met. Options under compressed work schedule include 8/9/8 and 4/10. A CWS is a fixed schedule. Employees on a CWS may not earn credit hours.
- e. **Flexible Work Schedule (FWS)** is a system of flexible work schedules that allows an employee to vary the number of hours per day and/or the number of days per week that an employee may work within established limits. Employees must ensure the BWR for the pay period is met. Employees on a FWS may earn credit hours.

- f. **Core Hours:** The time periods during the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work.
- g. **Maxiflex Work Schedule:** A maxiflex work schedule uses flexible bands of hours during which employees may vary their arrival and departure times on a daily basis, identifies core hours during which the employee must be present for work, and provides for the completion of the work requirements in less than ten full work days. However, employees may (with first line supervisory approval) flex in and out during core hours without charge to leave or credit hours provided sufficient time remains within the established Flextime working hours (0600 to 1900) to complete the daily work requirement for that work day.

3. Full time employees are eligible to participate in AWS.

### **SECTION 5 - COMPRESSED WORK SCHEDULES**

- 1. Employees establish their choice of CWS option with supervisory approval. The supervisor shall approve/disapprove the schedule not later than 5 days after submittal. Disapprovals will include a written explanation. Any major changes (for example, changing a scheduled day off from one day to another on a permanent basis) to the selected CWS will require 14 working days prior notice and supervisory approval. Employees' requests for minor changes (for example, changing a scheduled day off from one day to another on a temporary basis) may be approved by the supervisor with less notice.
- 2. CWS options include the following:
  - a. 4/10 - Employees work four (4) 10-hour days (plus lunch) and schedule 1 day off each week.
  - b. 8/9/8 - Employees work eight (8) 9-hour days and one (1) 8-hour day (plus lunch) and schedule 1 day off each 2-week pay period.
- 3. If more employees than can be accommodated request the same CWS day off, the last employee to submit a request should be asked to voluntarily change his/her requested day off. If that is unsuccessful the Service Computation Date (SCD) will be used to determine which employee will have the day approved. On a case-by-case basis, the Employer may make an exception to the seniority rule due to demonstrated hardship.

### **SECTION 6 - CREDIT HOUR PROCEDURES**

- 1. Employees authorized AWS are responsible for ensuring they meet their BWR. If the BWR is not met by hours actually worked during the 2-week pay period, employees must use accrued credit hours or approved leave to meet the BWR. Employees must receive supervisory approval prior to working credit hours. Credit hours may be earned and used in 15 minute increments.

2. The maximum number of credit hours that can be carried over from one pay period to the next is 24.
3. With prior supervisory approval, credit hours may be earned and/or used by employees working an approved FWS. Employees working a CWS may not earn credit hours.

### **SECTION 7 - FLEXIBLE WORK SCHEDULES**

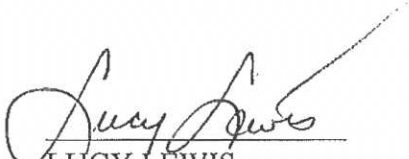
For FWS all of the provisions of Section 5, Compressed Work Schedules, apply with the following exceptions:

- a. Employees may earn credit hours when working a FWS.
- b. FWSs are not fixed schedules; therefore, employees may vary their work schedules in accordance with the type of FWS authorized.
- c. Employees may receive holiday pay, not to exceed 8 hours.
- d. Overtime or compensatory time may be earned for all hours of work in excess of 8 hours in a day or 40 hours in a week which are officially authorized in advance by management.


### **SECTION 8 – MAXIFLEX WORK SCHEDULES**

- c. Under this plan, employees may schedule no less than eight (8) and no more than ten (10) work hours per day. Employees on a maxiflex schedule may earn credit hours. Under a maxiflex schedule an official holiday falling within the pay period will account for 8 hours of the bi-weekly work requirement. Employees will be required to adjust schedules as necessary to obtain 40 hours per week and 80 hours in a bi-weekly pay period in connection with the holiday pay. Maxiflex schedules do not authorize the use of "In Lieu of Holiday" or the use of "Regular Days Off". These two instances are only authorized for true compressed work schedules. Employees may submit written requests to directors if they need to work before 0600 or after 1900 for a non-medical reason. Directors will provide a written acceptance or denial. (Requests based on medical needs must be processed in accordance with MLA Article 8, Section 7, and with relevant Agency Instructions).
- a. Employees may "flex" daily arrival times as follows:
  - From 0600 to 1000 hours daily if electing an eight-hour day
  - From 0600 to 0930 hours daily if electing a nine-hour day
  - From 0600 to 0830 hours daily if electing a ten-hour day
- b. Core hours are 1000 to 1100 hours and 1300 to 1430 hours Monday through Friday.

For the Union

  
LUCY LEWIS  
CHIEF NEGOTIATOR

For the Employer

  
DAVID GIBSON  
CHIEF NEGOTIATOR

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