Pdf Copies of EPA-AFGE Tentative Agreements

PART 2 –

HEALTH & SAFETY

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Health and Safety

Section 1: It is recognized that the health and safety of the employees is a mutual concern of the Agency and the Union.

A. The Agency shall furnish to each employee a place of employment which is free from recognized hazards and provide a working environment consistent with appropriate health and safety standards and controlling laws.

B. To ensure the greatest possible protection for employees in the workplace, Personal Protective Equipment (PPE) shall be provided, maintained, and replaced by the Agency at no-cost to the employee. PPE shall be provided to employees whenever such equipment is determined to be required by a hazard assessment conducted in the workplace through a comprehensive safety and health program, and for protections against exposures to occupational hazards and risks, hazardous chemicals, biologicals or radiologicals which could cause illness or injury, as defined under OSHA, HHS, NRC and other applicable regulations. The Agency shall provide training as appropriate on the use and care of the PPE, maintaining PPE, and periodically evaluate the effectiveness of the PPE program.

Section 2: Employees:

A. Shall comply with OSHA, EPA Occupational Safety and Health Standards, rules, regulations, Orders, and all other applicable Safety and Health regulations

B. Are responsible to properly wear and use agency provided personal protective equipment (PPE) and other health and safety devices, attend PPE and safety training sessions, provide the proper care and routine cleaning to help maintain the PPE, and inform a supervisor of the need to repair or replace PPE.

C. Shall follow the procedures, provided or as directed, necessary for their protection;

D. Shall promptly report any work-related accidents, illnesses and near-misses to management; and

E. May decline to perform assigned tasks because of reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. Such imminent risk may be caused by failure of the employer to provide appropriate protective clothing or equipment.
Section 3: The Agency will take all reports of accidents, illnesses and near misses seriously. All such reports will be kept confidential as much as possible; and the Agency will not retaliate against employees for reporting safety and health issues.

Section 4: Employees may voluntarily participate in immunization programs when EPA provides or offers such services to employees.

Section 5: The Agency agrees to provide the names and contact information for the Safety, Health and Environmental Management (SHEM) program coordinator at the applicable location and other officials having responsibilities in the Safety and Health program upon request.

Section 6: The Agency agrees upon request to grant the Union access to any Safety Data Sheets (SDS) maintained or prepared by the Agency for chemicals to which bargaining unit employees may be exposed. The Agency agrees to implement the OSHA Hazard Communication Standard.

Section 7: When a formal health and safety inspection is conducted by the Agency or Agency contractors on the Agency’s premises, the Union will be notified in advance and, upon request, permitted to accompany the inspection team. This does not include routine inspections done by Facility personnel. For inspections from organizations outside the Agency, the Union will be notified as soon as practicable and permitted to accompany the outside inspection team. Safety precautions will be followed during inspections.

In responding to a specific health and safety concern, e.g., a bed-bug inspection after a report of bed-bugs or a mold inspection after a water leak, the Union will be notified in advance and, upon request, will be provided a briefing on the results of the inspection.

Section 8: When the Agency cannot provide a work space consistent with Section 1.A above, it will make alternative arrangements which may include temporary relocation of employees or telework.

Section 9: Where Union representatives formally join a Field Federal Safety Council, they can request official time to attend and participate in Council meetings during duty hours.

Section 10: It is understood that some employees may be required to undergo an Occupational Medical Surveillance Program (OMSP) examination.

Section 11: The Employer will conduct its Workers' Compensation program according to the requirements of Federal Employees' Compensation Act (FECA) as amended (5 U.S.C. 8101) and Title 20 C.F.R. Employees should report any work-related injury, illness, disease or death
immediately to the Agency. These incidents should be reported to management, the local Safety and Health Manager and the Worker’s Compensation Program Manager/Worker’s Compensation Coordinator. The Employer will assist employees in applying for reimbursement from the Office of Workers Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment, although the responsibility for filing all claims with the Employer resides with the employee.

Section 12: The Agency will notify the Union when indoor air quality testing is being conducted. The Agency shall provide a report to the Union on the testing results and the quality of air in agency work spaces where bargaining unit employees are located, upon request.

Section 13: Where available under existing public health or wellness programs, the Agency may offer the opportunity for employees not covered by the Occupational Medical Surveillance Program to participate in general physical examinations.

Section 14: Safety and Health Committees

A. A safety and health committee will be established at the national level. Safety and health committees will also be established at the local levels. These committees shall make recommendations to the appropriate authorities with regard to EPA occupational safety and health, in accordance with 29 CFR Part 1960, Subpart F. Union officials can request official time to attend and participate in Safety and Health Committee activities and meetings.

B. Each Safety and Health Committee will have at least one (1) Union representative appointed by the Union.

C. The Parties agree that all confidential information will be protected and treated accordingly. It is understood that such committees are advisory bodies to management on health and safety issues. Union representatives on safety committees shall receive the same training opportunities that other committee members receive as a result of their membership on the committee.

Section 15: Upon request, pursuant to 5 USC 7114 (b)(4), the Agency must provide the Union a copy of testing results and all reports of Safety and Health inspections, accidents, indoor air quality, and occupational illnesses, unless prohibited by the Privacy Act or other applicable law. Any information given to the Union may be further sanitized or redacted by mutual agreement.
LEAVE

Section 1   General Provisions

A. Leave Approval: Except in emergency or unanticipated circumstances, all leave must be requested, approved and scheduled before the employee is absent from work. If not requested and approved in advance, the employee must notify the supervisor, or supervisor’s designee, of the request by telephone/voicemail, email or text (as designated by the supervisor) as soon as practicable, but not later than the start of the employee’s scheduled tour of duty, unless there are extenuating circumstances. Examples of extenuating circumstances include, but are not limited to: hospitalization, incapacitation, inability to communicate, immobilization and/or major transportation or major weather-related issues. In an extenuating circumstance, the employee will contact the supervisor as soon as practicable.

If the employee receives an “out of office” message from the supervisor, the employee will notify the supervisor’s designee of any request for leave that has not been approved.

When an employee becomes aware that a situation will require the employee to be absent longer than one day, the employee will indicate the expected return to duty date.

These communications are not substitutes for other time accounting or payroll systems which are still required to show schedules or certify time.
POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Position Descriptions

1. A bargaining unit employee will be provided a current position description reflecting their principal duties and responsibilities, it will normally be uploaded to the employee's eOPF (or successor system) within 30 calendar days of assignment to a position. If the PD has not been uploaded within that timeframe, employees should contact their supervisor for a copy. Employees may discuss with supervisors any perceived substantial differences between the duties assigned or performed, and those contained in the position description. Occasionally, an employee may be required to perform "other duties as assigned" which are incidental to the principal duties and responsibilities of the position, that are impractical to include in the narrative portion of the position description, as well as duties which may be required in emergency situations, consistent with the Agency's mission.

2. When permanent changes in the duties and responsibilities so warrant, the position description shall be amended or rewritten and submitted for classification in a reasonable time, generally within 30 calendar days.

Section 2. Union Notification

1. The Agency agrees to inform the Union when, due to reorganization, defined as an effort to transfer, consolidate, authorize, or abolish an organization, the Agency establishes new positions and/or is making significant changes in the duties and responsibilities of positions within the bargaining unit.

2. The Agency agrees to inform the Union when OPM notifies the Agency of changes in position classification standards. From the time of notification the Union has ten (10) workdays to make recommendations and present supporting evidence thereto. The Agency will consider the Union's recommendations and upon request advise the Union of the results of its review.
Article 13. Telework

Section 3. Supervisor Telework Decisions

A. Management Responsibilities: Taking into account work-related needs, supervisors are responsible for:

1. Approving or disapproving new or revised written applications to telework. In cases of disapproval, the manager must provide the rationale to the requesting employee, in writing.

2. Recertifying employee telework agreements every 12 months (or earlier if a particular organization’s annual recertification time period is sooner, so that all employees can be recertified at the same time).

3. Determining work-related needs and modifying individual telework agreements to meet work-related needs.

4. Maintaining records and information necessary for evaluation of the telework program.

5. Assessing whether teleworkers have complied with all existing security policies and procedures, including IT security, the protection of personally identifiable information and confidential business information.

6. Assessing whether appropriate and accurate telework time reporting codes to document hours teleworked are being used.


8. Determining that all required certifications for telework and appropriate management controls and reporting procedures are in place before employees begin telework assignments.

9. No requests for telework will be unreasonably denied.

Section 5. Types of Telework

The following types of telework are available at the Agency based on work-related needs:

A. Regular Telework: Employees perform their duties at an alternative work location on a regular and recurring basis, on predetermined days each pay period.

1. Regular telework cannot exceed two day per week. Irrespective of telework schedule or alternative work schedule, employees are expected to report physically to the official worksite and duty station a minimum of three (3) days per week. Maxiflex scheduled days off, compressed days off and regular telework days will count as a day away from the official worksite for the purpose of this requirement.
Any holiday, day in a paid leave status (e.g., annual, sick, credit hours, etc.), or official travel will not count as a day away from the official worksite for the purpose of this requirement.

(2) Employees are not permitted to conduct regular telework from outside their local commuting area, as determined by management.
Work Schedules

I. PURPOSE:

This Article is designed to maintain and enhance the needs of the Agency, while at the same time, offering scheduling flexibility for individual employees. It reflects the recognition that employees have different personal and professional responsibilities which result in the options employees may request for differing work schedules.

II. BACKGROUND.

Public Law 97-221 permits the establishment of alternative work schedules (AWS) by modifying the premium pay and scheduling provisions of 5 U.S.C. Chapter 61 and the overtime provision of the Fair Labor Standard Act (FLSA). Hours of work for EPA employees shall be in accordance with applicable laws and regulations. If any provision of this Agreement is found to be contrary to law or regulation, the law or regulation will supersede that provision.

III. DEFINITIONS.

Administrative workweek: The period of seven consecutive calendar days beginning Sunday and ending Saturday. There are two administrative workweeks per pay period.

Alternative work schedules (AWS): Includes Maxiflex and compressed work schedules (5/4/9 and 4/10).

Basic work requirement: The basic work requirement is the number of hours, excluding overtime hours, an employee is required to work, or to account for, by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award.

Biweekly Pay Period: The two-week period for which an employee is scheduled to perform work, beginning on Sunday and ending on Midnight Saturday, 14 calendar days later.

Compressed work schedule (CWS): 1) In the case of a full-time employee, an 80 hour biweekly basic work requirement that is scheduled by an agency for less than 10 workdays; and 2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day. (5 U.S.C. § 6121(5).)

Core hours: The days and hours all employees must be in a duty status and/or on approved absence. The core hours are 9:30 A.M. to 2:30 P.M., Monday through Friday for Maxiflex work schedules.
Credit hours: The hours an employee elects to work, with supervisory approval, in excess of the basic work requirements under a Maxiflex work schedule.

Regularly Scheduled Administrative Workweek: For a full-time employee, the period within an administrative workweek within which the employee is regularly scheduled to work. For a part-time employee, the officially prescribed days and hours within an administrative workweek during which the employee is scheduled to work.

Work-Related Needs: Work-related needs include office staffing; office personnel not available to perform work; office coverage; work priorities; emergencies; time-sensitive assignments; work assignments; the need for team efforts; the need for meeting in person; and other operational needs that involve the work of the Agency.

IV. RESPONSIBILITIES

Supervisors are responsible for:

1. Scheduling meetings or events, which require employee attendance. While not required, supervisors may consider scheduling meetings or events during core hours.

2. Approving/disapproving, changing, modifying or removing an employee from a specific work schedules in accordance with this Agreement.

3. Approving/disapproving an employee’s request to earn and/or use credit hours.

4. Resolving conflicts in scheduling the regular day off for an employee working a 5-4/9 or 4-10 Compressed Work Schedule or Maxiflex.

5. Approving/disapproving adjustments of more than 1 hour (earlier or later) to the arrival and departure times of the approved Maxiflex proposed work schedule.

6. Coordinating work schedules among employees in their organization to accomplish the Agency mission.

B. Employees are responsible for:

1. Adhering to the procedures and requirements in this Agreement when requesting and participating in an AWS.

2. Being present for duty during hours corresponding to approved work schedules.

3. Ensuring that their time and attendance submission is submitted, coded for overall accuracy, and timely entered and attested to in the Agency Time and Attendance Recording System.
4. Maintaining the quality and quantity of work regardless of which work schedule is approved. Attending required meetings or events even though the meeting or event may be scheduled outside of the core hours.

5. Timely request work schedules and changes to approved work schedules in accordance with this Article.

6. Will timely submit, in accordance with this article, their Maxiflex Pay Period Time Sheet, if on an approved Maxiflex schedule.

7. Request prior supervisory approval to be absent from their scheduled hours in accordance with Article XX of this Agreement.

8. Unless provided an exception by the supervisor, employees should maintain their current work schedule on the Agency’s electronic calendar to assist coworkers to know their availability for meetings. The employee’s free/busy time must be visible to all staff and clients, unless provided an exception by the supervisor.

V. GENERAL PROVISIONS AND PROCEDURES

A. Requesting an AWS.

Employees must submit the Work Schedule Request Form to their immediate supervisor. For changes to an existing schedule, the request normally must be submitted at least three (3) workdays prior to the end of the pay period immediately preceding the pay period for which the employee requests the change. Supervisors will communicate schedule change request decisions as soon as practicable to the employee. While no requests will unreasonably be denied, requests for AWS may be denied in accordance with this article. No more than four (4) work schedule changes will be approved in a calendar year. By signing a request, the employee agrees to read and comply with the terms and conditions set forth in this Agreement.

B. Meetings and Training.

Employees scheduled for training, travel or other EPA events will arrange their schedules to correspond with the start/stop times and weekdays of the events. Employees will not be excused from attending meetings or other events solely because the employee is on an AWS and the meeting or event is outside of the Agency’s core hours. Employees and supervisors should discuss options to make temporary adjustments to an employee’s schedule, when necessary. An employee may be required to temporarily revert to a straight eight (8) hour per day schedule due to training, travel, meetings or other Agency needs.

C. Lunch Period.
An unpaid lunch period must be taken for any work schedules of six (6) or more hours per day.
The lunch period will not be taken at the beginning or at the end of the actual work time. The
lunch period will be a minimum of 30 minutes and a maximum of one hour in length. For
employees on a fixed schedule (CWS or Straight 8), the employee must designate a length of
time for the lunch period for each day. The lunch period should normally be taken between
10:00 A.M. and 2:00 P.M.

D. Breaks.

Employees may generally leave their assigned work area for personal reasons (e.g., to
obtain coffee; make personal calls; use the restroom; etc.) and take unscheduled
breaks as needed, provided they do not interfere with work-related needs. Therefore,
there is no entitlement to two (2) scheduled 15-minute breaks. However,
unscheduled breaks may not exceed a total of 15 minutes during each four hours of
duty. Employees who may not leave their assigned work area for personal reasons
are entitled to a 15-minute break during each four hours of duty. For all employees,
scheduled or unscheduled breaks may not be taken at the beginning or end of the
work day to shorten the work day, or at the beginning or end of the lunch period to
extend the lunch period.

E. Overtime and Compensatory Time.

Overtime and compensatory time will be in accordance with applicable laws and
regulations.

F. Night Shift Differential.

Employees will not receive night shift differential pay solely because they elect to work
credit hours or elect a time of arrival or departure at a time of day when night shift
differential is otherwise authorized. 5 USC 6123.

G. Holidays. Holidays will be administered in accordance with applicable laws and
regulations. For employees on Maxiflex full-time employees relieved from duty on a
holiday are entitled to basic pay for 8 hours and part-time employees are entitled to basic
pay for the number of hours they were scheduled to work on the holiday (5 USC § 6124
and 5 CFR § 610.405).

H. Telework and Alternative Work Schedules: Employees who work an alternative work
schedule may utilize telework opportunities consistent with Article XX of this Agreement.
Irrespective of telework schedule or alternative work schedule, employees are expected to report physically to the official worksite and duty station a minimum of three (3) days per week for core hours. Maxiflex scheduled days off, compressed days off and regular telework days will count as a day away from the official worksite for the purpose of this requirement. Holidays, travel, situational telework, or approved leave will not count as a day away from the official worksite.

I. Schedule Disapproval.

If an employee's written request to participate in an AWS is disapproved, or if the supervisor determines that an employee can no longer participate in the AWS program, the supervisor will provide the reason(s) in writing to the employee. Supervisors may discuss other schedule options with an employee prior to disapproving a requested schedule. Supervisors will not remove an employee from AWS in the middle of a pay period. Further, employees who are removed from an AWS will normally be given at least one (1) administrative work week notice.

K. Removal from an AWS.

The supervisor or management official may remove an employee from AWS when there are documented misconduct or performance issues, when the employee does not comply with the provisions provided in this article, or to meet the organization or unit's specific work-related needs. The default work schedule for the employee in such circumstances is a Straight-8 schedule, but the supervisor or management official has the authority to permit temporary changes to the schedule on rare occasions and due to extenuating circumstances.

(1) For AWS removals resulting from misconduct or performance issues or for the employee's failure to comply with the provisions of this policy, employees may reapply no sooner than six months after termination.

(2) For AWS removals resulting from work-related needs, the employee may reapply if or when any such issues are resolved. If the employee is on Maxiflex, supervisors and employees may discuss whether or not a temporary modification to the Maxiflex Schedule will meet the work-related needs (e.g. using Maxiflex to work a Straight-8), rather than removal from the Maxiflex schedule.

L. Changing work schedules. Changes to work schedules will be effective at the start of a pay period.

VI. SCHEDULE OPTIONS FOR
EMPLOYEES

A. Straight 8

1. This schedule consists of eight (8) hours per day, five (5) days per week, Monday through Friday, with a fixed start time between 6:00 am and 9:30 am and a fixed end time between 2:30 pm - 6:00 pm. These times must be consistent for each workday.

2. Credit hours are not authorized for employees on this schedule.

C. Compressed Work Schedules (CWS)

1. These schedules require a fixed start time between 6:00 A.M. and 9:30 A.M. and a fixed end time between 2:30 P.M. and 6:00 P.M. These times must be consistent for each workday. Employees must account for their scheduled tour of duty with work hours and/or approved absence each day.

2. A 5/4/9 compressed work schedule consists of one (1) five (5) day workweek and one (1) four (4) day workweek, totaling 80 work hours in each biweekly pay period. The work schedule will consist of eight (8) nine (9) hour days, one eight (8) hour day and a designated day off in each pay period. To be established, employees request, and supervisors must preapprove, fixed arrival and departure times and one fixed non-workday each pay period.

3. A 4/10 compressed work schedule consists of four (4) ten (10) hour days each week of the bi-weekly pay period totaling 80 hours with a designated day off each week. To be established, employees request, and supervisors must preapprove, fixed arrival and departure times and two fixed non-workdays, one day each week. The fixed non-workdays must be the same day of each administrative work week and must not be consecutive.

4. Employees may request to change their compressed day off prior to the commencement of the pay period, subject to supervisory approval. A scheduled compressed day off, as part of the schedule, normally should not be changed once a pay period begins.

5. Credit hours are not authorized for employees on these schedules.

D. Maxiflex Schedule

1. This schedule allows a flexible duty start time between 6:00 A.M. and 9:30 A.M. and a flexible end time between 2:30 P.M. and 7:00 P.M. Employees have the flexibility to vary the start and end of their workday each day. Employees must account for eighty (80) hours of work and/or approved absence each pay period.
(and a prorated number of hours for part time employees).

2. Employees must work and/or be on approved absence during the designated core hours. Subject to supervisory approval and the provisions of this Article, employees are not required to work a specific number of hours each day beyond the core hours; however, the maximum number of regular work hours an employee may work is 10 hours, not including a lunch break. Subject to the limitations of this Article, employees may request up to 2 credit hours in addition to the 10 regular hour maximum.

3. Employees must account for all hours worked using the Agency’s Time and Attendance Reporting System.

4. All employees on Maxiflex are subject to an advanced scheduling requirement each pay period. Since Maxiflex allows employees to vary their work hours during flexible times for each pay period, employees must electronically submit a proposed work schedule on the Maxiflex Pay Period Time Sheet to their supervisors in advance of each pay period. The Maxiflex Pay Period Time Sheet is not a substitute for the electronic Agency’s Time and Attendance Reporting System. Rather, the Maxiflex Pay Period Time Sheet is a tool for an employee to request specific work hours and it serves as a reference to be used when an employee completes the Agency’s Time and Attendance Reporting System. Part time and full-time employees follow the same advanced scheduling requirements. The Agency has the unilateral authority to include this process electronically in PeoplePlus or successor electronic time and attendance systems.

5. Submitting proposed Maxiflex Pay Period Time Sheet: Unless provided an exception by the supervisor, employees must timely submit their Maxiflex Pay Period Time Sheet, pursuant to the supervisor’s designated deadline, that documents: a) the planned hours to be worked in the upcoming biweekly pay period with specific days, and starting and ending times, b) the planned requested leave usage of all types; c) the number of credit hours the employee is requesting to earn; and d) the number of credit hours the employee is requesting to use. Exceptions should be rare. Advanced requests for scheduling of the pay period minimizes potential problems in determining an employee's entitlements to pay and leave and best allows for supervisors to be able to plan and assign work.

6. Standing Proposed Schedule: Employees who have limited variability in their biweekly proposed schedule may submit a standing proposed schedule for approval/disapproval by their supervisors. However, any standing approved proposed schedule is subject to the requirements of this section (e.g., must seek approval of the supervisor for adjustments of more than one
hour). It is solely the responsibility of the employee to submit an updated biweekly proposed schedule when there is any variation in the standing proposed schedule (e.g., a holiday in the next pay period, scheduled leave, training, etc.).

7. **Failure to Timely Submit the Maxiflex Pay Period Time Sheet:** Unless provided a rare exception by the supervisor, employees who fail to submit the Maxiflex Pay Period Time Sheet in advance pursuant to their supervisors’ deadline are required to work fixed 8-hour days (either from 8:00 A.M. to 4:30 P.M. or from 9:00 A.M. to 5:30 P.M.) for the affected pay period.

8. **Completing the Maxiflex Pay Period Time Sheet:** Employees must record their time in to work and time out of work daily either by a method directed by the supervisor (e.g., contemporaneous email), or on the Maxiflex Pay Period Time Sheet and also in the Agency’s Time and Attendance Reporting System.

9. **One Hour Variations:** Once a biweekly Maxiflex work schedule is approved, an employee may adjust the arrival and/or departure times of the approved work schedule by a maximum of one hour without prior supervisory notification or approval, provided the one hour change does not interfere with the established core hours and does not impact already scheduled meetings or work-related needs. Thus, the actual work schedule may vary from the approved work schedule. While the one hour adjustment does not need prior supervisory notification or approval, like all hours worked or used for approved leave or credit hour use, the adjusted hours must be accurately recorded by employees in the Agency’s Time and Attendance Reporting System. Adjustments of more than one hour to the arrival and departure times of the approved work schedule requires prior supervisory approval.

10. **Core Hour Exception for Last Scheduled Day of Tour of Duty:** Once an employee has met the minimum reporting requirement of three (3) days per week and subject to supervisory approval and work-related needs, employees with less than five hours remaining in their 80-hour biweekly requirement may work outside of core hours on their last scheduled day during their normal tour of duty and/or for less than the full 5 hours core hour period. For example, if by the second Thursday of the pay period, an employee has earned 77 regular hours and is scheduled to work only three regular hours on Friday, the employee may work three hours outside of core hours during their normal tour of duty. On the last scheduled day of the pay period, employees must work for a sufficient duration to perform a reasonable amount of work.

11. **Time and Attendance Reporting:** Employees must separately request leave and credit hours to be earned and to be used in the Agency’s Time and Attendance Reporting System.
12. **Recording Credit Hours:** Employees must record the number of credit hours earned and used each workday. Employees must be aware that at the end of the pay period, hours worked will be counted as credit hours only after the 80-hour bi-weekly requirement is met.

**VII. CREDIT HOUR PROVISIONS**

A. **Credit Hours:** Credit hours are those hours within the Maxiflex work schedule that are more than an employee's basic biweekly 80-hour work requirement and that the employee, upon supervisory approval, elects to work. If elected by the employee and preapproved by the supervisor, credit hours may be earned outside of the normal tour of duty (6:00 A.M. – 7:00 P.M.), with supervisory approval.

B. **Requesting Credit Hours:** Employees who want to earn credit hours must make a written request to their supervisor (preferably by email). The supervisor may request additional information regarding the nature of the request (e.g., work to be performed, anticipated duration of work, etc.) before deciding on the request.

C. **Earning Credit Hours:** Working credit hours must be requested by the employee and preapproved by the supervisor. For an example of credit hours, an employee is scheduled to work 7 hours on Monday. The employee requests and is approved to work 2 additional hours on that day. If the employee works at least 73 more hours during the pay period, the 2 additional hours are considered credit hours because they are more than the scheduled basic 80 hours that the employee is required to work in this particular pay period. However, if at the end of the pay period the employee has not accounted for 80 hours with a combination of approved leave and work, the 2 additional hours are counted towards the 80-hour biweekly work requirement and are not credit hours.

D. **Credit Hour Limits:** Employees on Maxiflex can earn up to 2 credit hours per workday and up to 10 credit hours per pay period, subject to prior supervisory approval. Supervisors may grant standing approvals to work credit hours for known or anticipated workload needs if the credit hours are within the 2 credit hours per workday and within the 10 credit hours per pay period limit. Standing approvals for known or anticipated workload needs must be requested in writing and approved in writing for a designated period with an end date.

E. **Exceptions to the 2/10 Credit Hour Limit:** On rare occasions when necessary to meet work-related needs, supervisors may grant more than 2 credit hours per workday or more than 10 credit hours per pay period, on a case-by-case basis. Standing approvals for more than 2 credit hours per workday or more than 10 credit hours per pay period are not permissible.

F. **Weekend Credit Hours:** Employees on Maxiflex may elect to earn credit hours on weekends only with prior approval of the supervisor. Requests to earn credit hours on the
weekend are subject to heightened review/scrutiny, and should only be approved in rare circumstances. The flexible time bands for employees on Maxiflex who earn credit hours on Saturday or Sunday are 6:00 A.M. to 6:00 P.M. Employees cannot earn credits hours outside of that timeframe on the weekend.

G. Recording Earned and Used Credit Hours: Credit hours must be recorded on the Maxiflex Pay Period Time Sheet, and in the Agency’s Time and Attendance Reporting System each time approved credit hours are earned and/or used, and must be recorded in 15-minute increments.

H. Fifteen Minute Increments: Credit hours are earned in full 15-minute increments, no rounding is allowed.

I. Using Credit Hours: The use of earned credit hours is subject to the same approval process as annual, sick or other leave. An employee may substitute earned credit hours for all or part of any approved leave before the leave is used. Credit hours must be earned before they can be used.

J. Time and Attendance Reporting: Once approved, the employee must account for the approved earning and the approved use of accrued credit hours in the Agency’s Time and Attendance Reporting System.

K. Using Credit Hours Rather Than Use or Lose Annual Leave: If credit hours are used instead of use or lose annual leave and the annual leave is subsequently forfeited, the forfeited leave is ineligible for restoration.

L. Carrying Over Credit Hours: The statutory limit for credit hour carryover from one pay period to the next is 24 hours for full time employees and 25% of the biweekly work schedule for part time employees. For example, a part time employee who works 64 hours per pay period may carry up to 16 credit hours from one pay period to another. In no instances can an employee carry forward any more credit hours than the statutory limit, even under extenuating circumstances. Employees are accountable for keeping track of their credit hour balances from day to day, week to week, and pay period to pay period. If an employee erroneously carries forward credit hours more than the allowable number and the credit hours are forfeited, the credit hours cannot be restored or paid to the employee. However, there is no prohibition to earning more than 24 credit hours in one biweekly period, but the employee must use the excess hours over 24 hours in the same pay period, or the excess credit hours will be forfeited.

M. Credit Hours Do Not Expire: Although there is a statutory limit on the number of credit hours that an employee may carryover from one pay period to the next, there is no time limit for using earned credit hours. Credit hours do not expire. If the employee’s credit hour balance does not exceed the statutory limit, those hours will be available for use as long as the
employee is on the Agency’s Maxiflex program described in this Article. If for any reason—voluntary or involuntary, separation or transfer—an employee leaves the Maxiflex program described in this Article, the employee will be paid for the accumulated credit hours at the employee’s current rate of basic pay.

N. Overtime, Compensatory Time and Credit Hours: If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the employee will be afforded the opportunity to elect to work the overtime. Supervisory approval to earn credit hours does not alter an employee’s eligibility to earn overtime pay or compensatory time off.
Article X Union Rights and Duties

Section 1: Bargaining unit employees, including employees serving as Union representatives, have the following rights pursuant to 5 U.S.C. Section 7102

“Section 7102. Employees’ rights

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right—

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.”

Section 2: The Agency will not interfere with, restrain, or coerce any employees in the legitimate exercise of their rights as designated representatives of the Union. Within the confines of laws, rules and this Agreement, the Union has the right to designate representatives of its own choosing, including non-employees. Non-employee Union representatives have the right to attend all meetings that an employee Union representative has the right to attend. Union representatives who are not employees of the Agency will be allowed access to Agency managed facilities in the same manner as other official visitors.

Section 3:

Upon request from the Union, the Agency will provide any non-employee Union representative information from the Agency intranet.
Section 4: Consistent with current FLRA standards, the Agency will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data concerning the Bargaining Unit(s) which:

(A) Is normally maintained by the agency in the regular course of business;
(B) Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
(C) Does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Information requested will be provided within a reasonable time.

Through mutual agreement, the Agency and Union may agree to provide data not covered above.

Section 5: Pursuant to 5 U.S.C. 7114(a)(1):

“(a)(1) ... An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.”

Section 6: Formal Discussions.

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

The Agency will give reasonable notice to the union of formal discussions. Reasonable notice will mean that the notice is normally provided 48 hours prior to the meeting, but for meetings that are urgent or unexpected, notice will be given as soon as practicable.

Section 7: Weingarten Rights.

The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
(a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(b) the employee requests representation.

The Agency shall annually inform its employees of their Weingarten rights.

Section 8: The Union will be afforded the opportunity to participate in the orientation process for bargaining unit employees. Due to the differences in numbers of employees, size and physical locations at various facilities, the local parties are authorized to make local arrangements.