

San Francisco Passport Agency (PPT/SF)  
Negotiated Agreement Regarding Alternative Work Schedules  
October 18, 2019

This locally negotiated agreement sets forth the Alternative Work Schedule (AWS) as agreed between the San Francisco Passport Agency (Agency) and National Federation of Federal Employees, IAMAW, Local 1998 (Union). This Agreement supersedes the San Francisco Passport Agency Negotiated Agreement Regarding Alternative Work Schedule (AWS) dated March 6, 2015 and Supplemental Language Agreement for San Francisco Passport Agency Negotiated Agreement Regarding Alternative Work Schedules dated October 28, 2015.

**1. CORE HOURS and STANDARD SCHEDULE at the SAN FRANCISCO PASSPORT AGENCY**

The core hours at this agency are 8:15 AM to 3:30 PM. Employees may work a shift between 6:45 AM until 5:15 PM, with a minimum 30 minute unpaid lunch period.

Any Bargaining Unit Employee not participating in an Alternative Work Schedule has a Flexitour schedule that includes the agency core hours as part of the employee's 8 hour work day.

**2. WHO MAY PARTICIPATE IN THE ALTERNATIVE WORK SCHEDULE (AWS)**

All full-time federal employees who have worked at least one year as a passport specialist are eligible to participate in the AWS provided they meet acceptable performance criteria as established under the Master Agreement.

**3. ALTERNATIVE WORK SCHEDULES AVAILABLE at the SAN FRANCISCO PASSPORT AGENCY (PPT/SF)**

The 4/10 and the 5/4/9 are both available to PPT/SF Bargaining Unit Employees.

4/10 AWS: The Regular Day Off (RDO) for employees on the 4/10 AWS will be the same each week.

5/4/9 AWS: The 8-hour day for all employees participating in the AWS will be the same day of the week as their RDO, but in the opposite week of the same pay period, (e.g., an employee's RDO is the second Wednesday of the pay period so their 8-hour day will be the first Wednesday of the pay period.) The start and ending schedule of the 8-hour day for all employees on the 5/4-9 AWS will be agreed upon by the employee and their respective direct supervisor.

The total number of AWS slots available will be determined based on the chart below:

# of eligible FTEs*	Total Available Slots	4/10 slots	5/4/9 slots
40+	20	8: Mon (2) Tues (2) Wed (2) Fri (2)	12: Mon (2) Tues (4) Wed (4) Fri (2)
35-39	16	4: Mon (1) Tues (1) Wed (1) Fri (1)	12: Mon (2) Tues (4) Wed (4) Fri (2)
26-34**	13	3: Mon (1) Tues (1) Wed (1)	10: Mon (2) Tues (3) Wed (3) Fri (2)
20-25	11	3: Mon (1) Tues (1) Wed (1)	8: Mon (2) Tues (2) Wed (2) Fri (2)
19 and below	9	3: Mon (1) Tues (1) Wed (1)	6: Tues (2) Wed (2) Fri (2)

\*For the purposes of computing # of FTEs for the above AWS slot chart, those eligible employees specified in #2 of this agreement will count as 1.0 (one) FTE and any part-time employees who work a minimum of 24 hours per week and worked at least one year as a Passport Specialist will be counted as .5 (half) FTE.

\*\*Management and the Union will determine the placement of any odd number of RDOs. For example 2 Tuesday RDOs in the first week of the pay period, and 1 Tuesday RDO in the second week of the pay period.

## 5. PROCEDURES FOR INDIVIDUAL CHANGES TO ALTERNATIVE WORK SCHEDULES

Open Season for Joining the AWS: An open season for joining the AWS will be held every year starting the first business day of October. The new AWS schedule will commence on Pay Period One of the New Year. Current eligible employees and employees who will be eligible before commencement of Pay Period One of the New Year desiring to work an AWS will submit a written request to his or her immediate Supervisor indicating which type of AWS the employee desires to work and which RDO the employee is seeking. Employees will submit their requests using the Alternative Work Schedule Request form DS-5095 for 5/4/9 AWS and DS-1901 for 4/10 AWS. To clarify their preferences, BUE may submit an "Alternative Work Schedule Preference Supplement", which is attached to this Agreement.

If there are more employees seeking the same type of AWS RDO than there are available AWS slots for that particular type of AWS RDO, then the employee(s) with the most seniority shall have those RDO(s). If the most senior employee(s) has most recently had that particular AWS RDO, then they will forfeit that selection to:

- 1) The most senior employee who has never received that AWS RDO

If none;

- 2) The employee who has received that AWS RDO but not as recently as the other requesting employee(s) who have received that AWS RDO

If multiple employees with equal seniority seek the same AWS RDO, and there are not enough spots to accommodate them all, then selection will be based on which employee has most recently received that particular AWS RDO. The employee who has most recently had that particular AWS RDO will forfeit the selection to the other employee with the next most seniority. If none of these employees with equal seniority has received the requested AWS RDO, and there are more than two of these employees requesting the same AWS RDO, then the selection will be based on Service Computation Date (SCD).

Duration of AWS: Employees will commence their new AWS in the first pay period of the calendar year. Employees will remain on that particular schedule through pay period 26.

Joining the AWS or moving an RDO outside of the Open Season: When a AWS slot becomes available outside of the open season, the Adjudication Manager(s) (AM) will solicit participants within five (5) business days after the slot becomes available. An eligible employee, at the time of solicitation, who wishes to participate in the AWS must submit a written request to his or her immediate Supervisor indicating which type of AWS the employee desires to work. Employees will submit their requests using the Alternative Work Schedule Request Form DS-5095 or DS-1901, and may also submit an "Alternative Work Schedule Preference Supplement", if applicable.

If the number of FTEs falls below the minimum range for the current total number of AWS slots, AMs will not solicit participants for the vacated slot(s) until the number of FTEs reaches the appropriate range for the total number of AWS slots. An employee may join AWS outside of the open season when the employee becomes eligible and AWS slot(s) are available. If at the time of joining it is during Pay Period 13 or earlier, the employee will be considered as having that RDO for the year. If at the time of joining it is during Pay Period 14 or later, the employee will not be considered as having that RDO for the year.

After approval to join the AWS, the action may take effect no earlier than the next full pay period. The employee will only be able to select from the AWS slot(s) available at that time.

Dropping the AWS: An employee who wishes to withdraw from the Alternative Work Schedule must provide 5 business days advance notice in writing (email acceptable) to his/her supervisor and copy the AMs. An employee may not withdraw from the AWS in the middle of a pay period or without confirmation from the AMs. AMs may approve earlier termination on a case-by-case basis.

Should an individual elect to discontinue the AWS and subsequently decides to re-join at a later date, the employee must choose from the RDOs available at the time of re-joining.

If an employee decides to drop the AWS, then other eligible employees may request the dropped AWS during the solicitation period, as indicated in this section above. Selection will be made based on the procedures outlined above.

Addition of more available AWS Slots: During AWS Open Season, the Agency will offer the AWS slots according to the number range of eligible FTEs. If the agency acquires more BUEs outside of Open

Season, management will add the number of slots appropriate for the number of eligible FTEs. Management will solicit participants within 5 business days of the number of FTEs reaching the appropriate tier. Once selection has been made, the action may take effect no earlier than the next full pay period.

Changes to individual work schedules: An employee who wishes to change their start/end times must provide 5 business days advance notice in writing (email acceptable) to his/her supervisor and copy the AMs. An employee may not change their start/end times in the middle of a pay period and the action may take effect no earlier than the next full pay period. AMs may approve earlier changes on a case-by-case basis.

## **8. HOLIDAYS**

Employees participating in 4/10 AWS and 5/4/9 AWS will generally have their RDO adjusted to a day that does not fall on the immediate workdays that are before or after a federal holiday. Additionally, the Adjusted RDO will normally not be changed to a Monday or Friday, but instead it will be adjusted to Tuesday through Thursday, whichever day has the least RDOs.

In the interest of normally not having 3 RDOs on the same day, and keeping the most desired days off as available as possible, exceptions can be made for moving or leaving a RDO on any weekday.

Prior to the leave calendar being made for the next calendar year, the Union and Management will reach an agreement on which days the adjusted RDOs will fall on. The Union will present a proposed adjusted RDO schedule to Management for its approval no later than 30 days after finalization of the new AWS schedule. RDOs will be adjusted the pay periods for the following federal holidays:

- 3<sup>rd</sup> Monday in January, Martin Luther King Jr's Birthday
- 3<sup>rd</sup> Monday in February, George Washington's Birthday
- Last Monday in May, Memorial Day
- July 4<sup>th</sup>\* Independence Day
- 1<sup>st</sup> Monday in September, Labor Day
- 2<sup>nd</sup> Monday in October, Columbus Day
- November 11<sup>th</sup>\*, Veteran's Day
- 4<sup>th</sup> Thursday in November, Thanksgiving
- December 25<sup>th</sup>\*, Christmas Day
- January 1<sup>st</sup>\*, New Year's Day

*\* When a federal holiday falls on a Saturday, it is usually observed on the preceding Friday. When the holiday falls on a Sunday, it is usually observed on the following Monday.*

- For Holidays on a Monday: If a RDO falls on the preceding Friday, the RDO will normally be moved to the preceding Tuesday through Thursday, whichever day has the least RDOs. If the RDO falls on the day of the holiday (Monday), or on the Tuesday after the holiday, the RDO will

normally be moved to the Wednesday or Thursday of that week, whichever day has the least RDOs

- For Thanksgiving: If a 5/4-9 RDO falls on the preceding Wednesday, on Thanksgiving, or the day after Thanksgiving, the RDO will be moved. 4/10 RDOs will generally be moved to a day that is not the immediate workday before or after Thanksgiving.
- For the Pay Period containing the Christmas Holiday, in the interest of keeping as many leave slots as possible available for Christmas week, the 5/4-9 RDOs may be moved to the preceding week, and fall on or between Monday and Thursday. 4/10 RDOs will be moved to a day that is not the immediate workday before or after Christmas Holiday.

## **9. INFORMATION**

The RDOs and alternate RDOs for participants of the AWS schedule shall be updated on the specialist time-off schedule.

The list of "seniority in Passport Services" shall also be made available electronically upon request by BUEs, though the list shall only show a ranked order and not the actual start date of service.

Management and the Union will jointly present a training regarding joining AWS, preferably before the open season solicitation but no later than October 15<sup>th</sup> of each year.

## **10. DEFINITIONS**

Regular Day Off (RDO) – The day of the regular workweek that an employee on an Alternative Work Schedule is not scheduled to report to work (eg the 1<sup>st</sup> Wednesday of the pay period vs the 2<sup>nd</sup> Wednesday of the pay period)

Seniority- Based on government service at CA/PPT. If there is a tie, then Service Computation Date will be used. See "Agreement on definition of Seniority at the San Francisco Passport Agency" dated 10/31/2016.

## **11. DURATION & EXTENT OF THE AGREEMENT**

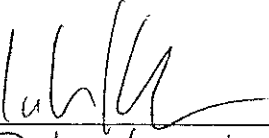
This negotiated agreement will come into effect for available slots being offered during the open season in October of 2019 for the AWS schedule in 2020.

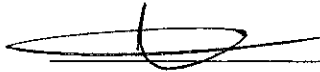
The parties agree that either party may request to amend or modify the Agreement if/when Article 26 of the Master Agreement is amended or modified.

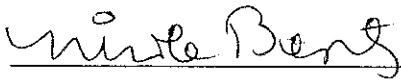
The Agreement shall be renewed every two years on the anniversary date, unless either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

For the Union:

For Management:

  
\_\_\_\_\_  
John Kaucher Vice President

 JEFF McCarter

  
\_\_\_\_\_  
NICOLE Bentley Acting Steward

  
\_\_\_\_\_  
Kirkland Kirk

**Alternative Work Schedule (AWS) Preference Supplemental Worksheet**

**Must be attached with a DS-5095 (replaces section 3a-b) or DS-1901**

**Name:**

**Non-Workday or RDO preferences:**

List of preferences	Circle one below for 5/4/9 AWS	Which day of the pay period (MON/TUE/WED/FRI)
<b><u>1<sup>st</sup> Choice</u></b> (Replaces 3a-b on DS-5095) (Leave blank if selected on DS-1901)	FIRST  SECOND	
<b><u>2<sup>nd</sup> Choice</u></b> (Replaces 3a-b on DS-5095) (Alternative choices for DS-1901)	FIRST  SECOND	
<b><u>3<sup>rd</sup> Choice</u></b> (Additions to 3a-b on DS-5095) (Alternative choices for DS-1901)	FIRST  SECOND	
<b><u>4<sup>th</sup> Choice</u></b> (Additions to 3a-b on DS-5095) (Alternative choices for DS-1901)	FIRST  SECOND	

NOTE: It is to your benefit to list as many alternative selections as possible above. Eg. If you currently have the first Friday of the pay period and you would like to keep Friday as a RDO, it would be to your benefit to select "second" and "Friday" as your first choice, "first" and "Friday" as your second choice. If you think Wednesdays would be another option, you would select "first" and "Wednesday" as your 3<sup>rd</sup> choice and "second" and "Wednesday" as your 4<sup>th</sup> choice or vice versa.