



National Passport Center - NFFE Local 1998 Memorandum of Agreement Standard Hours of Work and Work Schedules

June 30, 2021

This Memorandum of Agreement (“MOA”) is entered into, pursuant to [Article 12 Section 16\(f\)\(vi\)](#), [Article 25](#), and [Article 26](#) of the Master Agreement between Passport Services (Management) and the National Federation of Federal Employees – Local 1998 (“NFFE”), (collectively, the “Parties”) dated December 2018 (hereafter referred to as the CBA). Alternative work schedules are governed by [99 STAT. 1350](#) and [5 U.S. Code 6120 – 6133](#).

For purposes of this agreement, any reference to “in writing” will be understood to include email as an acceptable format.

Part 1: Purpose

The purpose of this local agreement is to establish working conditions for Alternative Work Schedules (AWS) at the National Passport Center (NPC).

Part 2: Standard Work Week

Operational Hours

The NPC operational hours are Monday through Friday from 5:30am until 12:30am.

Core Hours

Core hours are the daily hours when employees on a flexible work schedule MUST be present for work. Core hours are established in accordance with [Article 26 Section 3 \(b\)\(iii\)](#) of the CBA. See [3 FAM 2330](#) for definition.

- Day Shift 9:00am – 2:00pm
- Night Shift 4:00pm – 9:00pm

The Standard Work Schedule is:

- Day Shift: 7:15am to 4:00pm, with a 45-minute lunch
- Night Shift: 3:15pm to 12:00am, with a 45-minute lunch

Lunch

Lunch periods are covered by [Article 25 Section 4](#) of the CBA for bargaining unit employee (BUE) on a standard work schedule and are covered by [Article 26 Section 3ii](#) and [3 FAM 2333.1-1](#) for BUE on an alternate work schedule.

Employees may schedule break periods with lunch/dinner periods with the approval of their supervisor. This lunch period may not be taken at the beginning or the end of the scheduled workday.

Rest Breaks

Rest breaks are covered by [Article 25 Section 3](#) and [Article 26 Section 3iii](#) of the CBA.

Part 3: Alternate Work Schedules

Alternate Work Schedules enable employees to have a work schedule that balances work, family, and personal responsibilities while contributing to the successful operation of the mission.

Flexible Work Schedules (FWS)

Schedules which consist of workdays with designated core hours when all employees must be present at work, and flexible hours when employees may choose to work to complete their basic (non-overtime) work requirement. To be eligible for a Flexitour or Gliding schedule, the employee must work an 8-hour day. Rules governing FWS are contained within [Article 26 Section 5a and 5k](#) of the CBA, [5 U.S. Code 6120 – 6133](#) and by [99 STAT. 1350](#). See [Appendix A](#) for arrival and departure times for Flexitour and Gliding schedules.

- [Flexitour](#) – Has established core hours and a basic work requirement of 8 hours each day and 40 hours each week for a full-time employee. Employees select arrival and departure times within established flexible hours. Hours are set until a change is requested in writing and approved in accordance with the procedures in this agreement.
- [Gliding Schedule](#) – Those on a Flexitour schedule can also glide. The gliding schedule is a voluntary change to the hours which an employee will work, but not the total hours that an employee will work each day. BUEs will have their selected start and end times, using Appendix A, and may report up to 1 hour earlier or later than the scheduled start time on an ad hoc basis if the gliding start time is within the core hours. Gliding must only occur in 15-minute increments.

Advanced notice is not required, per [Article 31, Section 1 Subsection f](#) of the CBA. BUEs will send email notification of the invocation of the glide to their supervisor, manager, or member of management immediately upon arrival at work. BUE on a short-term rotation or special assignment, such as the counter, where they are relied upon to meet the needs and mission of the agency should give advanced notice if they intend to glide.

Should conditions under [Article 26, Section 6](#) apply, a supervisor or manager will inform the BUE in writing that the gliding option is suspended. The email must indicate the reason and conditions for reinstatement of the gliding option, including an approximate timeframe.

The BUE will accurately capture the work hours per the FLSA/Appendix AA Settlement Agreement dated March 8, 2017, or per any future national agreement

regarding sign-in/sign-out sheets or time and attendance.

- [Variable Day Schedule](#) - This schedule consists of established core hours on each workday in the workweek and a basic work requirement of 40 hours in each week of the biweekly pay period for a full-time employee, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the bureau. Employees on a Variable Day Schedule are not eligible to glide. [See Appendix B](#)
- [Variable Week Schedule](#) – This schedule consists of established core hours in the biweekly pay period and a basic work requirement of 80 hours for the biweekly pay period for a full-time employee, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the bureau/post. Employees on a Variable Day Schedule are not eligible to glide. [See Appendix C](#) for more information on variable week schedules. See [Appendix E](#) for cycle information.

Compressed Work Schedules (CWS)

Fixed work schedules in which an employee's basic work requirement of 80 hours in a biweekly pay period is scheduled in less than 10 workdays. There are two CWS schedules available. Rules governing CWS are contained within [Article 26 Section 5b](#) of the CBA. Employees on a CWS may work overtime, when approved, on their Regular Day Off (RDO). Employees on a CWS are not eligible to glide. See [Appendix D](#) for CWS arrival and departure times. See [Appendix E](#) for CWS cycle information.

- [5/4 – 9 Plan](#) - A fixed schedule in which a full-time employee must work eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period. The 8-hour day will be pay day for all employees unless payday is their RDO, in which case, the 8-hour day will be the preceding day.
- [4-day work week](#) - A fixed schedule in which a full-time employee must work 10 hours per day for 4 days in a workweek for a total of 40 hours per week, and 80 hours per biweekly pay period.

Part 4: Part Time

Part time work is covered by [Article 26 Section 5j](#) of the CBA. Part time employees previously approved are grandfathered into their schedules. New requests for part time work cannot be approved locally. Requests will be forward to CA/EX/HRD and/or requested through DRAD.

Part 5: Criteria for Modification of Alternate Work Schedule

In general, adjustments may be approved by the employee's supervisor upon request. Adjustments must still fall within the agency operating hours and core hours. Criteria for modifications can be found in the CBA (Article 26 Section 6 and Article 27 Section 4. And 5.).

Temporary adjustments for shifts will be considered in alignment with the CBA. Additional coordination among management will be required to ensure support is in place for the employee if working a different shift. Employees will be able to return to their assigned shift within one pay period upon request.

Modifications in regards to CWS and Variable Week Schedule are covered in Appendix E.

Part 6: Criteria for Modification or Restriction of CWS

Formal Training

In accordance with [Article 26 Section \(d\)](#) and [3 FAM 2335.3](#), a BUE on a FWS or CWS may be required to temporarily suspend their FWS/CWS and convert to traditional 8-hr day, 40-hr workweek during pay periods in which they have formal training.

Formal training is defined as any Government funded training class (i.e., a USDA Graduate School or training that contains a Foreign Service Institute (FSI) course code).

Offsite Outreach

Offsite outreach is defined as outreach that takes place outside of NPC. For outreach that occurs offsite, it is intended that employees will be present at work for the length of their entire scheduled shift, to include lunch breaks, regardless of their schedule. In such cases, employees will perform regular duty assignments that day during any timeframes available prior to and after the offsite outreach event.

In general, employees are responsible for completing the entirety of their shifts and may be required to make adjustments to their hours in order to facilitate participation. However, if the offsite outreach is scheduled for more than one week, employees on the 4/10 and variable week schedules will need to come off the CWS or FWS. If the offsite outreach is scheduled for one day, employees on a variable day or week schedule may need to adjust their schedule.

Other

Reference [Article 26 Section 6](#) for more information on modification or restriction to AWS due to emergencies, training, performance deficiencies, probationary periods, or other types of misconduct. for more information on modification or restriction to AWS due to emergencies, training, performance deficiencies, probationary periods, or other types of misconduct.

Part 7: Overtime Hours

As needed, operational hours may be extended to accommodate overtime.

Those on variable week schedules must follow applicable guidance as it relates to the administration of overtime. This is a shared responsibility between the employee and supervisor.

Per [Article 26 Section 3ii](#) each employee is authorized one fifteen (15) minute rest break during each four (4) hours worked, to include overtime.

Part 8: Rights and Sunset/Reopener

This agreement will be in effect for a minimum of "one (1) year" from the date of execution. During the term of the agreement, the agreement or any part of the agreement may be opened by mutual agreement of the parties. During the term of the agreement, the agreement will also be subject to change to comply with any future National agreements between Passport Services and NFFE, National Union Management Committee Agreements, or directives by Passport Services issued in conformity with [Article 12, Article 26, and Article 27](#) of the Master Agreement. After the "one (1) year" either party may reopen this agreement at any time by notifying the other party in writing in accordance with [Article 12](#) of the Master Agreement.

For the Agency:

S Milley DIRECTOR
B A Assistant Director

Dated: 6/30/2021

For the Union:

Corinne Nelson Sr. Steward
Julie Mera NPE Steward

Dated: 6/30/21