



**Alternative Work Schedules  
at the Western Passport Center  
September 26, 2012 Negotiated Agreement  
between PPT/WPC and NFFE FL 1998**



Renegotiated and signed July 16, 2021

This local agreement is entered into pursuant to Article 12 §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 (the Union), dated December 2018 (hereafter referred to as 'Master Agreement'). Alternative work schedules are governed by 5 U.S.C §6 20 - 6133, *Federal Employees Flexible and Compressed Work Schedules Act of 1982*.

The purpose of this local agreement is to establish working conditions for Alternative Work Schedules (AWS) at the Western Passport Center (WPC). This local agreement is subject to change to comply with any future agreements between Management and the Union; National Union Management Committee agreements; and/or local agreements, also pursuant to Article 12, §16(f)(vi) and Article 26. This agreement, or any portion herein, may be re-opened upon request of either party.

**1. Core Hours and Standard Work Schedule at the Western Passport Center (WPC)**

The core hours at this agency are 8:00 a.m. to 2:00 p.m. Any change to the core hours will be addressed in accordance with the Master Agreement. No changes will be made to the core hours unilaterally and the status quo will remain in effect until agreement has been reached.

The Standard Schedule for Day Shift at this agency is: 7:15 a.m. to 4:00 p.m. with a 45-minute lunch period. The Standard Schedule for Night Shift at this agency is: 2:15 pm to 11:00 pm with a 45-minute lunch period.

**2. Eligibility and Selection for AWS**

An employee must be employed by WPC for a period of 52 weeks and must be rated fully successful to be eligible for an AWS. Fully successful ratings, as intended within the meaning of this paragraph, can be satisfied by an interim review, at the bargaining unit employee's (BUE) request, and where the supervisor determines that his or her current performance would be sufficient to qualify for a fully successful rating if the annual review was being determined at that time. Exceptions to these eligibility requirements may be made for BUEs with exceptional needs, e.g., familial, health, etc., and Management will make every effort to accommodate such cases provided such changes do not interfere with the Agency's accomplishments of its goals or overall mission. Selection for an Alternate Work Schedule will depend on the availability of open RDO slots per shift and may not conflict with the WPC Desk Assignment and Sharing Agreement dated August 28, 2017.

### 3. Requesting an AWS

BUEs who wish to be placed on a Flexitour Schedule must submit their request in writing to their direct-line supervisor. The supervisor will make every effort to coordinate with the Management team and respond to the BUE's request within one week. This should not delay the implementation of a BUE's new schedule.

### 4. Flexitour Schedule

Flexitour is for BUEs who wish to work an 8-hour day, 5-day per week full-time schedule that differs from hours in the Standard Schedule. BUEs may select either a designated 30 or 45-minute lunch period, based on the 8-hour Flexitour Schedule below. The start and stop times for the schedule must be the same each day. There shall be no limit on the number of BUEs who may participate in the Flexitour Schedule.

All eligible BUE must notify their supervisor in writing of their specific schedule.

Day Shift – 8-Hour Flexitour		
Arrival Time	End Time	Length of Lunch
5:30 AM	2:00 PM	30 mins.
5:30 AM	2:30 PM	45 mins
6:00 AM	2:30 PM	30 mins.
6:00 AM	2:45 PM	45 mins.
6:15 AM	2:45 PM	30 mins.
6:15 AM	3:00 PM	45 mins.
6:30 AM	3:00 PM	30 mins.
6:30 AM	3:15 PM	45 mins.
6:45 AM	3:15 PM	30 mins.
6:45 AM	3:30 PM	45 mins.
7:00 AM	3:30 PM	30 mins.
7:00 AM	3:45 PM	45 mins.
7:15 AM	3:45 PM	30 mins.
7:15 AM	4:00 PM	45 mins.
7:30 AM	4:00 PM	30 mins.
7:30 AM	4:15 PM	45 mins.
7:45 AM	4:15 PM	30 mins.
7:45 AM	4:30 PM	45 mins.
8:00 AM	4:30 PM	30 mins.

Night Shift - 8-Hour Flexitour		
Arrival Time	End Time	Length of Lunch
11:30 AM	8:00 PM	30 mins.
11:30 AM	8:15 PM	45 mins.
12:00 PM	8:30 PM	30 mins.
12:00 PM	8:45 AM	45 mins.
12:30 PM	9:00 PM	30 mins.
12:30 PM	9:15 PM	45 mins.
12:45 PM	9:15 PM	30 mins.
12:45 PM	9:30 PM	45 mins.
1:00 PM	9:30 PM	30 mins.
1:00 PM	9:45 PM	45 mins.
1:15 PM	9:45 PM	30 mins.
1:15 PM	10:00 PM	45 mins.
1:30 PM	10:00 PM	30 mins.
1:45 PM	10:30 PM	45 mins.
2:00 PM	10:30 PM	30 mins
2:00 PM	10:45 PM	45 mins
2:15 PM	11:00 PM	45 Mins
2:30 PM	11:00 PM	30 mins

## 5. Compressed Schedules 5/4-9 Schedule

The 5/4-9 schedule permits a BUE to work eight 9-hour days and one 8-hour day, in a two-week pay period. BUEs may select either a designate 30 or 45-minute lunch period. The start and stop times for the schedule must be the same each day, and a fixed eight-hour day schedule must also be established. The eight-hour day for all BUEs will be either the first or second Thursday of the pay period. There are no limits on the number of BUE who may participate in the 5/4-9 CWS.

All eligible BUE must notify their supervisor in writing if they wish to join the 5/4-9 CWS.

Day Shift – 5/4/9 CWS		
Arrival Time	End Time	Length of Lunch
5:30 AM	3:00 PM	30 mins
5:45 AM	3:30 PM	45 mins.
6:00 AM	3:30 PM	30 mins.
6:00 AM	3:45 PM	45 mins.
6:15 AM	3:45 PM	30 mins.
6:15 AM	4:00 PM	45 mins.
6:30 AM	4:00 PM	30 mins.
6:30 AM	4:15 PM	45 mins.
6:45 AM	4:15 PM	30 mins.
6:45 AM	4:30 PM	45 mins.
7:00 AM	4:30 PM	30 mins.

Night Shift - 5/4/9 CWS		
Arrival Time	End Time	Length of Lunch
11:30 AM	9:00 PM	30 mins.
11:30 AM	9:15 PM	45 mins
11:45 AM	9:15 PM	30 mins.
11:45 AM	9:30 PM	45 mins
12:00 PM	9:30 PM	30 mins.
12:00 PM	9:45 PM	45 mins
12:30 PM	10:00 PM	30 mins.
12:30 PM	10:15 PM	45 mins.
12:45 PM	10:15 PM	30 mins
12:45 PM	10:30 PM	45 mins
1:00 PM	11:00 PM	30 mins

### 4/10 Schedule

The 4/10 schedule permits a BUE to work eight 10-hour days in two-week pay period. BUEs who select this schedule will have a designated 30-minute lunch period. The start and stop times for the schedule must be the same each day. There are no limits on the number of BUE who may participate in the 4/10 schedule.

All eligible BUE must notify their supervisor in writing if they wish to join the 4/10 CWS.

Day Shift – 4/10s CWS		
Arrival Time	End Time	Length of Lunch
5:30 AM	4:00 PM	30 Mins
6:00 AM	4:30 PM	30 Mins
6:30 AM	5:00 PM	30 Mins
7:00 AM	5:30 PM	30 Mins
7:30 AM	6:00 PM	30 Mins

Night Shift - 4/10s CWS		
Arrival Time	End Time	Length of Lunch
11:30 AM	10:00 PM	30 mins.
12:30 PM	11:00 PM	30 mins

*Regular Days Off (RDO) for CWS*

The 5/4-9 schedule allows for a regular day off (RDO) once per pay period which is set. The 4/10 schedule allows for an RDO twice per pay period which is also set; however, Management will commit to at least a number of RDO slots equal to 15% of the current number of eligible BUEs per shift, per day, excluding Thursdays. Thursdays are designated as the WPC's Training Day and will not be available as an RDO. When all current RDO slots are filled, Management will add one RDO slot per weekday starting on Monday, then Tuesday, then Wednesday, etc., in order to accommodate all BUE who wish to participate in or are eligible to participate in a 5/4-9 or 4/10 CWS.

**6. Changes to Flexitour and Compressed Work Schedules (CWS)**

Each eligible BUE who wishes to participate in a Flexitour Schedule or CWS must submit the appropriate department form to their supervisor for approval.

There is no limit to the number of times a BUE may change Flexitour Schedules. A BUE who wishes to change his or her Flexitour Schedule must provide two weeks written notice to their supervisor for approval by agency management.

During a calendar year, a BUE may request up to two actions regarding the CWS. Actions include: a request to sign up for the CWS or a request to switch the RDO when one becomes available. BUEs cannot arbitrarily change their RDO to another day in the week. The request to be on the CWS or change an RDO must be made in writing to the supervisor, and approved actions will take effect at the beginning of the next full pay period.

Any change in schedule for a BUE as a result of this new agreement will not be counted against that BUE's two actions regarding the CWS per calendar year. Upon implementation of this agreement, BUEs currently on CWS will have the right of first refusal for a schedule change. New AWS requests will be granted in accordance with Section 2 of this agreement.

BUE will receive responses to their written requests for changes within one week of submission and this will not delay the implementation of the change, if approved.

Per Article 26 of the Master Agreement, BUEs do not need permission to withdraw from the Flexitour Schedule or CWS.

Modifications or restrictions on the use of Alternate Work Schedules by BUEs shall be based on criteria under Article 26, Section 6 of the Master Agreement.

BUEs requesting a temporary change to a work schedule in accordance with Article 26, Section 2 of the Master Agreement must submit their request in writing to their supervisor for approval.

Upon establishment of the CWS at WPC, Distribution of RDO slots will be based on seniority (listed below). In the event more than one BUE requests the same RDO, the method used to determine which BUEs gets their choice of RDO will be as follows:

- Seniority based on length of service in CA/PPT/WPC;
- Seniority based on length of service in Passport Services;
- Seniority based on length of service in the Federal Government.

In the event there is a tie in seniority, Management shall use a random method (e.g., coin flip) to break the tie. The Union shall witness the tie breaker.

Thereafter, current participants in the CWS will have first pick of open RDO slots as they become available according to the seniority listed above. New participants in the CWS will pick their set RDO from the remaining available slots.

## **7. Formal Training**

BUE Alternative Work Schedules are suspended for the pay period when attending formal training. Formal training is defined as any Government funded training class (i.e., a USDA Graduate School or training that contains an FSI course code). This is supported by the September 2, 2014 Action Memo for DAS Sprague -CA/PPT: "Employee Duty Station during FSI Training."

## **8. Break Times and Lunch Schedules**

### *Break Times*

Paid break times are not scheduled, but lunch periods are scheduled and set. BUE may choose to schedule/combine a paid break period with lunch/dinner period with the approval of the first line supervisor as addressed in Article 26, Section 3, (a)(iii). Paid break times cannot be added to the set start or end times of the workday in order to cover late arrivals or early departures. The Parties agree that misusing breaks and/or lunches, such as taking them in longer durations than permitted will require the submission of leave slips and could result in disciplinary action.

### *Available Lunch Schedules*

Options of 30 or 45-minute lunch periods are designated based on the BUE's selected schedule, on either the Flexitour Schedule or CWS. Once selected, lunch periods are set until the BUE requests a change to his or her scheduled lunch period in writing. BUEs wishing to add one break to their lunch period must request in writing to their direct supervisor. Supervisors will make every effort to respond to these

changes within one week. Occasional changes are permitted with written requests and supervisory approval. Requests and subsequent supervisory approvals in written form by e-mail are acceptable for this purpose.

*Counter Lunch Schedules*

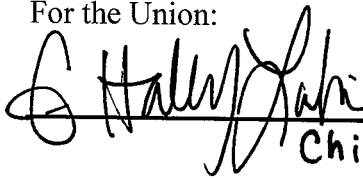
The parties agree that when teams are on the Counter Rotation, BUEs will be subject to a set lunch schedule as decided prior to the start of the rotation.

**9. Renegotiations**

This schedule will be in effect at the signing by both Management and the Union. Both parties understand that the hiring or transferring of Passport Specialists could impact the feasibility of this agreement with the current amount of seats available. The parties agree that this agreement will automatically be revisited when WPC onboards its 80<sup>th</sup> BUE.

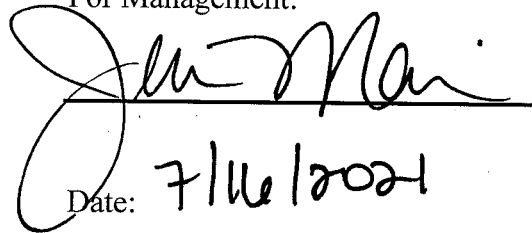
This agreement will be in effect for a minimum of two years from the date of execution. During the term of the agreement, the agreement may be reopened by mutual agreement of the parties. After two years, either party may reopen this agreement at any time by notifying the other party in writing.

For the Union:

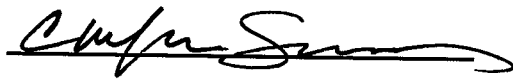
  
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Chief Steward

Date: 7.16.21

For Management:

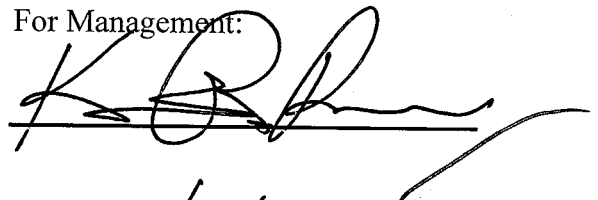
  
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Date: 7/16/2021

For the Union:

  
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STEWARDS

Date: 07/16/2021

For Management:

  
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Date: 7/16/21