

GREEN BOOK: ARTICLE 27. HOURS OF WORK

Section 1. Scheduling

Except when prohibited by Governmentwide law, rule or regulation, or when the Employer determines it would be seriously handicapped in carrying out its functions or its costs would be substantially increased, the Employer will provide the following, consistent with 5 C.F.R. 610.121:

- A. The administrative workweek will be seven consecutive days, Sunday through Saturday.
- B. The working hours in each day in the regularly scheduled workweek will normally be the same.
- C. For employees whose basic workweek does not include Sundays, that basic workweek will be scheduled on five days, Monday through Saturday, and the two days outside the basic workweek will be consecutive, when possible.
- D. For employees whose basic workweek includes Sunday, the two days outside the basic workweek will be consecutive, when possible.
- E. The basic non-overtime workday may not exceed 8 hours.
- F. The occurrence of holidays may not affect the designation of the basic workweek.
- G. Assignments to tours of duty will normally be posted for each pay period at least one week in advance of the beginning of the pay period. Employees whose tours of duty are changed after the initial posting will be notified in advance of the affected administrative workweek.
- H. The Employer will make a reasonable effort to schedule a minimum of eight (8) hours between changes in tours of duty, unless the parties agree locally to a lesser period.
- I. If the Employer relies on one of the exceptions in Section 1A above to schedule an employee differently than 1-8 above, the Employer will provide the Union the reasons upon written request.
- J. An employee may request a special tour of duty (of not less than 40 hours) to take one or more courses at an educational institution that will equip him or her for current or future job related enhancement within the Agency. Request for a special tour of duty must be submitted to the employee's Union representative, who will provide the request to the employees' immediate

supervisor for consideration. If a special tour of duty is approved for educational purposes, the employee will not be paid any premium pay solely because of the special change in tour of duty.

- K. When mutually agreeable to the employees affected, qualified employees may trade work shifts, or duty stations with employees in similar positions consistent with the needs of the work unit and subject to advance supervisory approval.
- L. Employees assigned training may have their tours of duty modified to effectively accomplish the training. In these situations, the employee will be notified at least three (3) days in advance of the change, when possible.

Section 2. Scheduling Standard

- A. The procedures used for scheduling of employees will be accomplished in a fair and objective manner consistent with the needs of the work unit.
- B. Employees performing work under Title 7 USC, The Plant Protection Act, as referenced in 7 CFR 354, may not have flexible schedules.
- C. The Employer retains the authority to establish new tours of duty and shifts in order to accomplish the mission. The Employer will consult with the Union predecisionally over changes in the times, days or duration of established and new tours of duty. The Employer will also provide reasonable notice to the Union and negotiate as required prior to implementation of such changes.

Section 3. Compensation Standard

- A. Employees will be compensated for hours of work in accordance with applicable laws and regulations.
- B. Payment information for picking up or returning a GOV is located in Article 48, Section.3.

Section 4. Alternative Work Schedule (AWS)

- A. The Parties recognize that the use of alternative work schedules have the potential to improve Employer efficiency, employee morale and provide improvements in service to the public.
- B. Alternative Work Schedules are negotiable and will be in accordance with Title 5 U.S.C., Part III, Subpart E, Chapter 61, Subchapter II, and this Agreement.

- C. Alternative Work Schedules will be deemed an exception to any conflicting provisions of Section 1 of this Article.
- D. Either Party may propose an AWS to the extent consistent with law, rule and regulation.
- E. Proposed alternative work schedules will be established for an initial trial period of ninety (90) calendar days only. The trial period may be reduced upon mutual agreement. At the end of the ninety (90) calendar days, the trial period will end; the employee(s) will return to his/her original schedule; the parties will review the trial period and will negotiate the AWS if it is proposed to be established on a permanent basis. At any time during the ninety (90) day trial period, the Employer may terminate the AWS based upon an adverse impact; however the AWS proposal may still be submitted to FSIP.
- F. When the Employer asserts that a proposed AWS would have an adverse impact, i.e., a reduction in productivity, a diminished level of services furnished to the public, or result in an increase in operating costs (other than a reasonable administrative cost relating to the process of establishing an AWS); the Employer will provide the Union, upon written request, a copy of the Employers' determination in writing. A duplicate copy of the Employers' determination will be forwarded to the appropriate union Regional Vice President and Regional Labor Relations Specialist.
- G. Should the Employer determine that an existing AWS has an adverse impact on the work unit; the Employer will notify the Union of its intent to renegotiate and seek modification or termination of such existing AWS. Such notice will include an explanation of the basis for the Employer's decision in writing and an offer to negotiate the proposed modification or termination in accordance with this Agreement and the Statute.
- H. Any affected bargaining unit member may at any time present to his/her union representative a written notice of the need for a significant personal hardship exemption from the AWS program. The union representative will provide the request to the employees' immediate supervisor for consideration. The Employer will provide the necessary notification to the Union prior to implementing a change to an AWS.
- I. Either Party may request FSIP to resolve an impasse resulting from a proposed AWS.

Section 5. Meal Breaks

- A. Tours of duty without meal periods may be established under specified circumstances in accordance with Agency rules and regulations. For detailed

information regarding tours of duty without meal periods please refer to HRDG 4610 in the Appendix of this Agreement.

- B. All employees scheduled to work five (5) or more hours in a workday must take a meal period, unless an exception has been granted in unusual circumstances. This applies to the regular workday as well as to overtime work.
- C. The amount of time for a meal period is set according to local practice and requirements of the work. Meal periods are a set amount of time from a minimum of thirty (30) minutes to a maximum of sixty (60) minutes. Meal periods may begin no sooner than two (2) hours after reporting for duty and end no later than six (6) hours after the report time.
- D. Normally, unpaid meal breaks will not be interrupted. Interrupted meal breaks will have any lost time restored as soon as the work is completed.
- E. Employees who have a medical condition requiring special meal periods may submit a request for accommodation.
- F. Normally employees will be afforded reasonable personal clean up time prior to the lunch period after performing filthy jobs or jobs requiring the use of toxic substances.