

**ARTICLE 16**  
**HOURS OF DUTY, CREDIT HOURS, ALTERNATIVE WORK SCHEDULES**

**Section 16.01 - Introduction.** All employees shall be governed by the provisions set forth in this Article. Nothing in the Article prohibits the addition of work schedules in the future, should they become available. The official lunch period established by each office is added to the work schedule hours defined below.

**Section 16.02 - Definitions.**

- (1) **Official Business Hours.** The period each day when a **HUD** office is officially open for business.
- (2) **Core Hours.** The hours each day that a full-time employee must be present for work. Core hours for employees stationed in all **HUD** offices shall be 9:30 a.m. - 2:30 p.m., on all scheduled workdays.
- (3) **Standard Fixed Tour.** A standard work schedule of 8 hours a day/5 days a week with a set start and finishing time.
- (4) **Alternative Work Schedules (AWS).** In addition to a standard fixed tour, the Department offers the following work schedule options:
  - (a) **Flexitime/Time Bands.** A flexible work schedule program consisting of five (5) consecutive work days of eight (8) hours a day that allows employees to select an arrival time between 6:00 a.m. and 9:30 a.m. and have a one-hour window of flexibility. This flexible work schedule includes core hours and flexible hours. An employee must be at work during core hours and must account for the total number of hours he or she is scheduled to work.
  - (b) **Maxiflex Schedule.** A type of alternative work schedule that contains core hours on 10 workdays or fewer in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week.
- (5) **Credit Hours.** Credit for work performed by an employee in excess of an eight-hour tour of duty on any workday in order to vary the length of a subsequent workday. Such work is compensated by an equal amount of time off (i.e., one (1) hour of work in excess of the employee's regularly scheduled eight-hour tour of duty is compensated by one (1) hour off on a subsequent workday). Work performed for credit hours is differentiated from overtime work, which is ordered or directed by Management Work performed for credit hours is not compensated as, nor is it subject to the rules and regulations governing overtime work.
- (6) Operational needs are defined for the purpose of this article as requirements for office coverage/functions.

**Section 16.03 - Tours of Duty.**

- (1) **Flexitime.** Full-time employees, excluding those working Maxiflex Schedules, shall be permitted to vary their daily work hours subject to the following limitations:

- (a) The standard workweek shall be Monday through Friday.
- (b) Employees are able to select an arrival time between 6:00 a.m. and 9:30 a.m. and have a one-hour window of flexibility. Employees shall not begin work before 6:00 a.m. local time nor complete work after 7:30 p.m. local time. It is understood that management shall not be required to incur additional expense for facilities as a result of this option.
- (c) Leave may be taken in conjunction with the established lunch period for the office.
- (d) Supervisors may approve occasional variances from the pre-selected arrival time. A variance is an employee's arrival time that is more than one hour before or after the pre-selected arrival time, but within the band of flexitime. Approval of a variance does not require modification of the established work schedule, provided that the eight-hour work day and core hour requirements are met.

(2) **Maxiflex Schedules.** Full-time employees shall be permitted to work Maxiflex Schedules, as defined in this Article, subject to the following limitations:

- (a) Employees working the Maxiflex Schedule have a basic work requirement of 80 hours in each biweekly pay period. They may designate a different starting time from 6:00 a.m. to 9:30 a.m. for each workday, and they may designate a varying number of hours to work each workday, between six (6) and ten (10) hours on any given workday, exclusive of the meal period. The number of hours per workweek may vary between 30 and 50 hours each workweek, or be set to the standard 40 hour workweek. They are required to work during the core hours established in Section 16.02 (2) of this Article, and may designate no more than one (1) workday off per week. The previous 5/4/9 and 4/10 compressed work schedules are types of Maxiflex Schedules and are included under this section. All work schedules are subject to supervisory approval. An employee may participate in both maxiflex and telework programs. Management has the responsibility to coordinate maxiflex and telework.

Following are examples of a Maxiflex Schedule:

**Example 1:**

First Monday 8:00 a.m. 4:30 p.m.	(8hrs)
First Tuesday 8:00 a.m. -6:30 p.m.	(10hrs)
First Wednesday 8:15 a.m. -5:45 p.m.	(9hrs)
First Thursday 8:30 am. -3:30 p.m.	(6.5hrs)
First Friday 7:30 a.m. -2:30 p.m.	<u>(6.5hrs)</u>
	40hrs
Second Monday 8:30 a.m. -5:00 p.m.	(8hrs)
Second Tuesday 9:30 a.m. - 4:00 p.m.	(6hrs)
Second Wednesday 7:00 a.m. -5:30 p.m.	(10hrs)
Second Thursday 8:15 a.m. -5:15 p.m.	(8.5hrs)
Second Friday 9:30 a.m. - 5:30 p.m.	<u>(7.5hrs)</u>
	40hrs

**Example 2:**

First Monday 8:00 a.m. - 3:30 p.m.	(7hrs)
First Tuesday 7:00 a.m. - 5:30 p.m.	(10hrs)
First Wednesday 6:30 a.m. - 5:00 p.m.	(10hrs)
First Thursday 6:00 a.m. -4:30 p.m.	(10hrs)
First Friday No work	<u>(0hrs)</u>
	37hrs
Second Monday 7:00 a.m. -4:30 p.m.	(9hrs)
Second Tuesday 7:30 am. -6:00 p.m.	(10hrs)
Second Wednesday 9:00 a.m. -3:30 p.m.	(6hrs)
Second Thursday 7:30 a.m. -4:00 p.m.	(8hrs)
Second Friday 7:00 a.m. -5:30 p.m.	<u>(10hrs)</u>
	43hrs

37 +43 =80 hrs

**Example 3:**

A 5/4/9 Work Schedule

**Example 4:**

A4/10 Work Schedule

- (b) Employees who request to work a Maxiflex Schedule or change their schedule must submit form HUD-25017 or its successor for supervisory approval in advance with a proposed daily schedule. The Parties recognize that any successor form or system changes may be subject to bargaining in accordance with this Agreement Employees will be notified in writing of approval or disapproval. An initial change to maxiflex can be made with supervisory approval at the start of a pay period, and then no more than one change can be made per quarter, unless approved by the supervisor. Management may delay the start or change request for up to two weeks for operational needs . Employees utilizing maxiflex are not eligible to earn Credit Hours. As with other work schedules, management may disapprove, suspend, or cancel the work schedule options listed above for an employee(s) if it is determined that it interferes with operational needs.
- (c) It is understood that supervisors retain the right to assign work, and institute various methods to meet operational needs, as defined in this Article.
- (d) Management shall approve day(s) off, if applicable, for all employees working Maxiflex Schedules, using the following guidelines:
  - I. Days off shall be scheduled so as not to interfere with operational needs.

- II. In scheduling days off, supervisors shall give due consideration to work requirements and the preferences of individual employees.
  - III. Employees' telework schedules.
  - IV. In the event of a conflict among employees regarding the scheduling of days off, supervisors may, if appropriate, give the affected employees an opportunity to resolve such conflicts among themselves.
- (e) Employees may make changes in their Maxiflex Schedules (e.g., their scheduled day off or length of workday) or may change from a Maxiflex Schedule to a five-day-per-week flexitime work schedule (or vice versa), subject to the following limitations:
- I. No change shall be made in the middle of a pay period.
  - II. A temporary change of the day off within the same week may be made by mutual agreement between the supervisor and employee to meet management or employee needs.
6. Overtime work under a Maxiflex Schedule shall be defined as work which has been ordered or approved by Management in excess of the designated work schedule.
7. Employees working after 6:00 p.m. as part of any Maxiflex Schedule shall not be entitled to night differential or other premium pay for such work.

**Section 16.04 - Individual Alternate Work Schedules Denials, Suspensions, or Terminations.**

Management may, at its discretion, temporarily suspend or adjust an employee's Maxiflex Schedule for any biweekly pay period(s). Notice of non-travel and/or training related denials, suspensions, or terminations of an alternative work schedule shall be provided in advance to the individual employee in writing. The notice shall include the basis for the decision and may discuss alternatives, if available. The supervisor may deny an employee's request for an alternative work schedule, or suspend or terminate an employee's participation in a particular alternative work schedule if it is determined that the employee's participation would negatively impact operational needs.

For employees in travel and/or training status management may, at its discretion, temporarily suspend or adjust an employee's Maxiflex Schedule for any biweekly pay period(s) during which the employee is, for all or part of the pay period, in travel and/or training status. The employee's work schedule during the affected pay period(s) shall be within the discretion of Management. Employees on travel and/or training will be informed in advance of the temporarily adjusted work schedule. Such temporary suspensions shall cover the full pay period(s) in which the travel and/or training occurs when the training or travel will affect the work schedule for the pay period. The employee shall return to their Maxiflex Schedule no later than the beginning of the pay period following completion of the travel and/or training.

If an employee's flexible work arrangement is suspended, it will be restored as soon as possible after the operational needs have been met. If the work schedule suspension lasts longer than two (2) pay periods or the employee's work schedule is terminated the Union will be notified.

### **Section 16.05 - Credit Hours.**

Full-time employees not working Maxiflex Schedules may elect to earn credit hours, subject to the following limitations:

- (1) Employees shall notify their supervisors in advance of their intention to work longer than their regularly scheduled work hours and of the specific date(s) and time(s) they plan to perform such work. Managers may discuss the work to be conducted by employees requesting Credit Hours. The supervisor may disapprove a request to work credit hours based on lack of work, other operational needs or demonstrated budgetary constraints.
- (2) Employees may earn up to 3 credit hours on any workday. Credit hours shall not be earned on a non-workday. Credit hours shall be earned in one-quarter (1/4) hour increments.
- (3) Work performed in order to earn credit hours shall not begin prior to 6:00 a.m. local time nor extend past 7:30 p.m. local time.
- (4) An employee not working a Maxiflex Schedule, with prior acknowledgement of their supervisor may earn credit hours while in training and/or travel status. The training and/or travel must be to an office which would support the employee working in excess of eight (8) hours. However, an alternate worksite may be utilized, with supervisory approval.
- (5) Employees may carry over up to twenty-four (24) credit hours from one biweekly pay period to the next biweekly pay period. Employees may accrue more than 24 hours during the pay period. Accrued credit hours in excess of 24 credit hours at the end of the pay period shall be forfeited.
- (6) Employees who have earned credit hours may use these credit hours to take time off during their regularly scheduled work hours, subject to the following:
  - (a) Use of credit hours shall be requested and approved in the same manner as leave.
  - (b) Credit hours may be used in combination with approved leave and/or compensatory time off. Credit hours may be used in one-quarter (1/4) hour increments.
  - (c) Credit hours shall not be used on the same workday that they are earned. Employees may use previously earned credit hours on the same day that they earn additional credit hours.
- (7) Union representatives entitled to official time may earn credit hours while performing representational functions, in accordance with the provisions of this article and Article 47.
- (8) Credit hours must be earned prior to being used.
- (9) Employees will not be required to earn credit hours in lieu of ordered overtime.
- (10) Employees working after 6:00 p.m. in order to earn credit hours shall not be entitled to night differential or other premium pay for such work.

- (11) Unused credit hours accumulated by an employee shall be paid in accordance with the law or statute when an employee retires, transfers to another Department, or otherwise terminates their employment with the Department.

**Section 16.06 - Crediting and Use of Leave under Flexitime/Credit Hours/Maxiflex Work Schedules.**

- (1) When excused absences (e.g., voting leave; delayed arrival or early departure due to inclement weather) are granted, determinations regarding entitlement to an excused absence, the amount of excused absence to be granted, and/or the time period during which an excused absence is granted shall *be* based upon each employee's daily arrival times during the preceding biweekly pay period (or the last pay period in which the employee worked at least five (5) days, if the employee did not work at least five (5) days in the preceding pay period). Each employee's daily arrival times during that pay period shall be rounded to the nearest quarter-hour (e.g., 7:22 a.m. shall be rounded to 7:15 a.m.; 7:23 a.m. shall be rounded to 7:30 a.m.), and the most frequent of these rounded arrival times for each employee shall be used as the basis for all determinations regarding excused absence for that employee. If there is a tie with respect to an employee's most frequent arrival time (including those situations in which each arrival time is different), the earliest of the tied arrival times (rounded) shall be used to make such determinations.
- (2) The following additional provisions shall apply to employees working Maxiflex Schedules:
- (a) For Maxiflex Schedules, an employee who is on annual, sick, or other leave for the full workday shall be charged leave according to the number of hours they were scheduled to work for that day.
  - (b) When an employee's scheduled day off falls on a holiday, the employee shall be entitled to an in-lieu-of holiday on the immediately preceding workday.
  - (c) For Maxiflex Schedules, an employee shall be credited with holiday leave according to the number of hours they were scheduled to work on that holiday.
  - (d) The amount of excused absence to be granted to an employee working a Maxiflex Schedule shall be based on the employee's scheduled tour of duty on the day on which the excused absence is granted. An employee shall not be entitled to an excused absence on their scheduled day off, regardless of whether excused absences are granted to other employees in the same work unit on that day.
  - (e) Any other necessary determinations with respect to the crediting or use of leave under flexitime, credit hours, and/or Maxiflex Schedules shall be made in accordance with OPM regulations.
- (3) Part-Time Employees.
- (a) At Management's discretion, part-time employees may participate in the flexitime provisions of this Article.
  - (b) Part-time employees shall not work a Maxiflex Schedule, i.e., they shall not work a regular tour of duty in excess of eight (8) work hours on any workday.

- (c) Part-time employees may earn credit hours on any eight hour workday. Accumulated credit hours may not carry over more than one-fourth (1/4) of the employee's bi-weekly work requirement to the next pay period (e.g., if an employee's bi-weekly work schedule is forty-eight (48) hours, no more than twelve (12) credit hours can be carried over to the next pay period). Accrued credit hours in excess of one-fourth (1/4) of the biweekly work requirement at the end of the pay period shall be forfeited.

**Section 16.07 - Overtime Work.** The parties explicitly recognize Management's right to order or approve overtime work by any employee on any work schedule/tour of duty.

**Section 16.08 - Telework.** Working under the Department's Telework program will not in and of itself disqualify an employee from working an alternative work schedule, provided they comply with the provisions of the Telework policy and all the negotiated Contract Provisions.

**Section 16.09 - Timekeeping.** Employees will self-certify their time using the current Departmental automated time keeping system. Employees will not be required to use time recording equipment, sign-in/sign-out sheets, security systems, or communication systems for timekeeping.

**Section 16.10 - Employee Responsibilities.**

- (1) Each employee shall be responsible for ensuring that their alternate work schedule does not interfere with the continuing responsibility to carry out their assigned duties and to complete assigned work on schedule.
- (2) Each employee shall be responsible for their own compliance with the rules governing this Alternative Work Schedules program.

**Section 16.11 - Management Responsibilities.** Management is responsible for ensuring that the mission of the Department is carried out effectively and efficiently and for determining the operational requirements of the Department. Accordingly, Management shall have the following specific responsibilities with respect to administering this Alternative Work Schedules program:

- (1) Management shall be responsible for providing the information to employees regarding the rules and procedures governing this Alternative Work Schedules program.
- (2) Management shall be responsible for ensuring that offices are adequately covered during all official business hours, and for determining office coverage requirements, in terms of both the numbers and types of employees needed and skills required. Office coverage as defined for purposes of this article may not be limited to the physical location. Work that can be completed at an alternative work site may constitute office coverage.

"Office coverage" includes but is not limited to the following:

- (a) Answering phones;
- (b) Expeditious handling of inquiries from the public;

- (c) Maintaining clerical, technical, and professional support of the office functions;
  - (d) Providing official representation at essential meetings;
  - (e) Handling occasional or recurring peak workload periods;
  - (f) Meeting deadlines; and
  - (g) Meeting other operational needs.
- (3) Management may designate certain positions to be exempted from AWS. Predecisional discussions regarding the designations will be held at the local level.

**Section 16.12 - Department-wide Alternative Work Schedules Termination.** The Secretary has the authority to terminate AWS in accordance with 5 U.S.C. 6131 (b). If such a determination is made the Department will provide notice to the Union and comply with applicable regulations.

**Section 16.13 - Rest Breaks.**

- (1) Employees who work a full eight hour workday or more shall be entitled to two (2) authorized rest breaks, not to exceed fifteen (15) minutes, on that workday, one (1) to be taken before the lunch period and one (1) to be taken after it. Employees who work at least four (4) hours but less than eight (8) hours on a workday shall be entitled to one (1) authorized rest break, not to exceed fifteen (15) minutes on that workday.
- (2) Rest periods may not be taken either within one (1) hour of the employee's arrival or departure times or within one (1) hour of the beginning or ending of the employee's lunch periods; they may not be taken in any combination nor accumulated or accrued for future use.
- (3) Rest breaks shall be taken so as not to unduly interrupt the work of the Department.