

**Local Supplemental Agreement
to the
Master Agreement (Agreement 2022)**

Between

United States Citizenship and Immigration Services (USCIS),
District S22

and

American Federation of Government Employees (AFGE)
LOCAL 1458 & 3377

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PREAMBLE

This agreement constitutes the Local Supplemental Agreement (LSA) between AFGE Locals 1458 and 3377 ("Union") and District S22 of the U.S. Citizenship and Immigration Services ("Agency"), to the Master Collective Bargaining Agreement between USCIS and AFGE (2022 Master Agreement or CBA). The Parties to this LSA recognize that mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees. The Parties agree that the dignity of employees will be respected in the implementation and application of this LSA as well as related personnel policies and practices.

This agreement covers all bargaining unit employees performing work in the Atlanta District Office, Atlanta Field Office, Charleston Field Office, Fort Smith Field Office, Greer Field Office, Memphis Field Office, Montgomery Field Office, Nashville Field Office, and New Orleans Field Office.

Pursuant to the above stated principles, the Parties have agreed upon the various supplementary articles hereinafter set forth. The Parties further agree that the Agency shall make the LSA available to all bargaining unit employees of the Agency within 14 days following full and final approval, which includes review of the LSA by the Council President and Chief of LER, Union ratification, and Agency-head review. The LSA shall also be available to all bargaining unit employees on the S22 Enterprise Collaboration Network (ECN) or its successor system. Employees may download and/or print a copy of the LSA. The Parties further agree that each new employee hereinafter entering on duty shall be instructed on where to locate a copy of the LSA, along with the 2022 Master Agreement, upon reporting to duty at the Agency.

The Agency and Union will jointly present this LSA to all the bargaining unit employees at a Microsoft Teams meeting not to exceed two (2) hours in length.

In accordance with Article 9(f) of Agreement 2022, within no more than two (2) weeks of completion of Local bargaining, Local Presidents, or their designees, will forward all tentatively agreed upon LSAs and/or MOAs to the Council President and the Chief of LER for review of potential conflicts.

ARTICLE 1 – SENIORITY

Seniority is defined under Article 18 of the 2022 CBA. All seniority matters that are not covered by the contract will be decided by the Union at the local level.

ARTICLE 2 – OFFICE HOURS

Office hours are generally 6:00 a.m. to 6:00 p.m. (local time) Monday through Friday. When possible, exceptions to office hours will be posted on the ECN homepage and/or communicated to employees through other means such as but not limited to Headquarters/ Center Publications, Email, Emergency Notification System, Weather Line, etc.

ARTICLE 3 – HOURS OF WORK/WORK SCHEDULES

(A) Normally, the maximum number of hours an employee on a Flexible Work Schedule (FWS) may work in a day, including overtime or credit hours, is 12 hours. Any time worked beyond 12 hours must be discussed with and agreed upon by an employee's supervisor.

(B) Traditional Work Schedules (TWS): TWS, 5/8s, start options vary by Field Office/District location. Management will publish the current building hours for each facility. In the event Management needs to change the established building hours, they will notify the Union and bargain as appropriate.

(C) Available Compressed Work Schedules (CWS) are:

- (1) 5/4/9s
- (2) 4/10s
- (3) CWS day off is available on Monday or Friday
- (4) Acceptable CWS schedules fall between the hours of 6:00 a.m. and 6:00 p.m. or when the office is otherwise open, safe, and secure to perform work. Start and end must be at thirty-minute intervals.

(D) All Flexible Work Schedules (FWS) in the CBA are available.

(1) HOURS OF WORK/WORK SCHEDULES Core Hours/Days and Flexible Time Bands for approved Flexible Work Schedules.

- Core hours in which all employees are expected to be present for work, unless on approved leave, will be from 8:00 a.m. to 3:00 p.m., except for non-interview days. Core hours on non-interview days will be 8:00 a.m. to 2:30 p.m.
- Core Days. Tuesday, Wednesday, Thursday
- Non-Core Days. Monday or Friday

(2) In the event legitimate and articulable business needs prevent employees from using the same AWS schedule, the seniority provisions of the CBA will be used to break ties.

(3) Credit Hours: Employees on FWS may earn up to a maximum of 24 credit hours per pay period when approved by the employee's supervisor. For full time employees, only 24 credit hours may be carried over to the next pay period.

(4) While employees can flex their schedule, Management needs to be able to ensure that the mission and needs of the agency are met. Employees who request to flex, may request to their first line supervisor at least one pay period prior when the start of the new schedule is proposed to begin. Emergent circumstances will be considered on a case-by-case basis.

(E) Paper sign-in and sign-out documents, or an electronic successor sign-in/sign-out system, will continue to be used for in office workdays.

ARTICLE 4 – TELEWORK

Telework will be managed in accordance with the 2022 Master Collective Bargaining Agreement (CBA), specifically: Article 29.

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The Agency has the sole discretion to determine the number of days per week a teleworker is approved to telework. However, it is recognized that telework flexibilities outlined in Article 29(e) of the CBA help promote a positive work/life balance. Supervisors will approve the number of in-office days, and requests for telework flexibilities, solely on legitimate business needs and reasons. Disapproval of telework flexibilities will not be done in an arbitrary or capricious manner, nor will telework be used as a reward or punishment.

(A) Whenever practicable, positions designated for telework covered under the scope of this agreement will be eligible for core and/or episodic telework.

(B) In accordance with the CBA, telework is an important and critical business model to USCIS that should be utilized to the maximum extent possible and consistent with mission needs and requirements of the Agency.

(C) Telework Eligible Days:

- a. Telework eligible days are Monday through Friday during operating hours.
- b. Telework can be utilized during completion of overtime Monday through Sunday.

(D) For employees on a flexible schedule, on days that they are teleworking, upon approval from their supervisor they may be able to work until 8:00pm.

(E) Sign-in/Sign-out: Employees will utilize email, MS Teams, or any government provided electronic communication tool to notify their supervisor when they are sign-in/sign-out for the day. If government communication tools are unavailable, employees must speak with a supervisor to inform them of their on-duty/off-duty status.

ARTICLE 5 – PARKING AND TRANSPORTATION

Within 30 days of the effective date of this agreement Management will inquire with local garages about employee parking discounts for employees who are ineligible pursuant to GSA regulations for parking at their workplace. Management will provide the Union with any information gleaned as a result of their inquiry.

Management will maximize telework when situations arise that may impact available employee parking.

ARTICLE 6 – WORKSTATION ASSIGNMENTS

Office sharing will be used when there is limited space for employees with the exceptions of reasonable accommodations. Management may use telework to assist with space.

All offices will continue to use the process they currently have in place regarding employee requests for, and Management decisions, regarding workstation assignments. The seniority provisions outlined in Article 18 of the 2022 Master Agreement will be used to break ties.

ARTICLE 7 – STANDARD OF DRESS AND APPEARANCE/DRESS POLICY

Employees will dress in professional attire when in contact with the public or non-USCIS personnel when engaged in Naturalization Ceremonies or outreach events. Professional attire is also expected when employees are in public facing roles conducted via video link.

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Dress code in all other scenarios is business casual. Local Management may authorize business casual dress for all employees on certain days.

Local Management may authorize reasonable exceptions for assignments that necessitate the wearing of other clothing to serve a specific purpose (such as dress down for office move, file audit) or special day (dress up to business formal for VIP visitor).

ARTICLE 8 – MICROSOFT TEAMS

Employees are encouraged to utilize Microsoft Teams or successor during duty hours. Microsoft Teams may be used for telephone/video capability, sharing computer screens, team meeting, providing training and town hall information, and sending instant chat messages.

Microsoft Teams will not be utilized for monitoring and/or tracking employees for time and attendance. WebTA (or its successor) is the official time keeping mechanism of the agency.

COMPLETION OF BARGAINING

The terms of this LSA shall continue through the term and any extensions of the 2022 Master Agreement. This LSA may be amended or modified upon mutual written agreement of the parties. At the local level, should any conflict arise between the terms of this LSA and any prior benefits, practices, memoranda of understanding and any other agreements which came into effect after July 1, 2022, the provisions of this LSA shall be controlling and supersede any conflicting provisions of such prior benefits, practices, memoranda of understanding and any other local agreements. This LSA will become effective as provided in Article 9(F)(9) of the 2022 Master Agreement.

FOR AGENCY:

Steven P. Martin
U.S. Citizenship and Immigration Services
Chief, LER
5900 Capital Gateway Drive
Camp Springs, MD 20588

Steven P. Martin

Date: _____

FOR UNION:

M. Isabel Barnes
AFGE Local 1458
President

M. Isabel Barnes

Date: _____

FOR UNION:

Tracey Coleman
AFGE Local 3377
President

Tracey Coleman

Date: _____

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