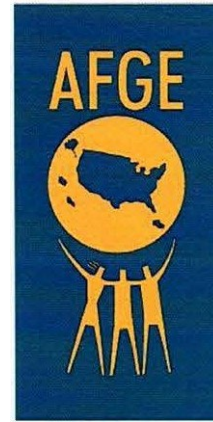




U.S. Citizenship and Immigration Services



National Supplemental Agreement to the Master Collective Bargaining Agreement (2022)

Between

United States Citizenship and Immigration Services (USCIS)

and

American Federation of Government Employees (AFGE) Council 119

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PREAMBLE

PARTIES: The Parties to this Agreement are the United States Citizenship and Immigration Services (USCIS), Service Center Operations (SCOPS), and American Federation of Government Employees (AFGE), Council 119 (Union).

AUTHORITY: This National Supplemental Agreement (NSA) is authorized under the provisions of 5 USC § 7114 and the Master Collective Bargaining Agreement (Agreement 2022).

PURPOSE: Per Article 9 of Agreement 2022, the purpose of this NSA is to set forth terms and conditions that the SCOPS Directorate and Union will apply to certain matters of national scope to supplement Agreement 2022. The Agency intends to standardize the operations for all service centers for consistency, standardization, and efficiency of SCOPS. Additionally, with the implementation of remote work, the expansion of work hours, and the establishment of overtime eligibility, the changes should expand employee work life flexibilities and assist with increasing the productivity of SCOPS.

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SECTION 1. SENIORITY

1. Seniority will be determined by the length of service with the Agency (USCIS) and/or its predecessor Agency (INS) commencing with the first (1st) day of employment.
2. In the event it is necessary to resolve ties after step one (1), the total consecutive time an employee has served with their respective Service Center or Headquarters.
3. In the event it is necessary to resolve ties after step two (2), the total time an employee has served with the Service Center Operations Directorate
4. In the event of a tie after step three (3) above, the service computation date (SCD) for retirement purposes of the employee.
5. In the event of a tie after step four (4) above, the grade and step of the employee with the higher graded employee having greater seniority.
6. In the event it is necessary to resolve a tie after step five (5), the default methodology will be a random event (i.e., coin flip or other mutually agreed upon random selection).

SECTION 2. HOURS OF WORK

A. Available Hours of Work

- a) All employees must have an approved work schedule between the hours of 6:00am through 6:00pm, Monday through Friday. Telework/remote employees with an approved maxi-flex schedule may work between the hours of 4:00am through 11:30pm, Monday through Saturday with advance supervisory approval. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.
- b) Employees are not entitled to night pay if they voluntarily elect to work during hours for which night pay is normally required.
- c) In office employees are limited to the established building hours. The established building hours are solely limited by the hours the building is otherwise open, safe, and secure. If the building is open for hours beyond 6:00pm for contractors, employees may work in the building. Limited services are available between 6:00pm and 11:30pm.
- d) Employees may not work more than a total of 12 regular hours per day and may not work more than a combined (regular, credit, comp, and/or overtime, etc.) total of 14 hours per day.

B. Core Hours/Days

Core hours/days will be the 2nd and 4th Wednesdays of each month from 12:00 p.m. to 2:00 p.m. Eastern. Employees may take lunches and paid breaks during core hours.

C. Paid Breaks

Employees are authorized one fifteen (15) minute period of time to take a rest period or break for each scheduled four (4) hours of work. Paid breaks may not be taken during the first or last 15 minutes of the workday. Paid breaks may not be combined or taken in conjunction with unpaid meal periods. No paid rest periods are authorized during a period where credit hours, overtime, holiday hours, or compensatory time are being earned.

D. Administrative Duties/Backout Time and Accounting for Breaks in eSTAT

- a) Full-time employees will receive time for administrative duties/back out time based on the number of regular hours worked in a day. This may be increased on a case-by-case basis with management approval, but will not be less than the following:
 - Less than four (4) hours - forty-five (45) minutes
 - Four (4) hours to seven (7) hours forty-five (45) minutes - sixty (60) minutes
 - Eight (8) hours to nine (9) hours forty-five (45) minutes - one (1) hour and fifteen (15) minutes
 - Ten (10) hours to eleven (11) hours forty-five (45) minutes - one (1) hour and thirty (30) minutes
 - Twelve (12) hours - one (1) hour and forty-five (45) minutes
- b) This Admin Duty/Backout Time may be used for, but is not limited to, administrative duties including paid breaks, system updates (eSTAT, WebTA, Scheduler, RAILS, etc.), reading bulletins, broadcasts, SCOPS INSIDER Newsletters, SCOPS Town Halls and programs, Service Center messages, videos, podcasts, general administrative and support duties (reading and responding to email, shredding, copying, exchanging paper files, etc.).

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E. Establishing a Work Schedule

- a) Employees must use USCIS' official schedule request form to select their work schedule type. Once an employee has selected and been approved for a work schedule type, the schedule type will remain in effect for at least one pay period before an employee may request a new schedule type.
- b) Employees on a maxi-flex schedule may flex any aspect of their scheduled hours of work during the pay period within the flexible time band, while ensuring the 80 hours per bi-weekly pay period requirement is met, with advance approval from their supervisor. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.

F. Use of Scheduler

- a) All employees are required to use Scheduler. Scheduler will not replace WebTA. SCOPS will ensure that each Service Center uses the same version of Scheduler with the same functionality within 90 days of the signing of this Agreement. The NSA provisions regarding Scheduler will not take effect until each Service Center is using the same standard version. The Agency will notify the Union when the standard version is ready to be deployed across all Service Centers. Employees will continue to use the current version of Scheduler deployed at their Center until the standardized version of Scheduler is deployed.
- b) The Agency will share the Scheduler Application User and Supervisor Guide with employees and a copy will be given to the Union. The Agency will provide notice and opportunity to bargain over changes to the Scheduler User Guide. Employees will have the ability to modify their time stamp as needed to accurately reflect the hours worked.
- c) Employees must project their schedule for the pay period in advance. An employee's schedule must be submitted for approval no later than the Thursday prior to the beginning of the pay period. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.
- d) Any subsequent requests to change the projected schedule must be submitted to the supervisor via email, phone, or Microsoft Teams for approval and updated in Scheduler. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.

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G. Work Schedules

All work schedule types as outlined in the Agreement 2022 are available to all bargaining unit employees.

H. Miscellaneous Work Hour Requirements:

- a) When on duty, employees should respond as soon as possible but no longer than two hours after being contacted by email and phone by their supervisor or a member of management. The employee must attempt to make contact by phone, text message or email in accordance with the CBA. Appropriate "non-adjudicative" time will be granted to employees.
- b) In emergency situations, it is critical that employees or their emergency contacts can be reached. Employees are required to keep their contact information and their emergency contact current at all times in case of emergency. Appropriate "non-adjudicative" time will be granted to employees.

SCOPS Work Schedules Guide			
	Basic Workweek	Compressed Work Schedule (CWS)	Flexible Work Schedule
Schedule	Monday - Friday, 8-hours per day	Five/Four day compressed (5/4/9) or Four-day workweek (4/10)	Flexible start and stop times within a pay period
Expanded Hours	Does NOT offer expanded hours	Does NOT offer expanded hours	Allows for expanded hours (NOT entitled to night or weekend pay for voluntarily workin!! flexible hours)
Work hours	Monday - Friday: 6:00 a.m. - 6:00 p.m.	Monday - Friday: 6:00 a.m. - 6:00 p.m.	Scheduled in advance Monday - Friday, 6:00 a.m. - 6:00 p.m. Flexible time band changes WITH supervisor approval allowed Monday - Saturday, 4:00 a.m. - 11:30 p.m. (Limited to hours building is open for on-site employees)
Holiday	8-hour holiday pay	8-9- or 10-hour holiday pay	8-hour holiday pay
Maximum Regular Work Hours in a Day	8 hours a day	9 or 10 hours a day depending on CWS type	12 Hours

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Maximum Total Work Hours (comp-time, overtime, regular time in a Day)	14 Hours	14 Hours	14 Hours
Comp Time/Overtime	Limited and only available with supervisory approval- Management may establish limits per pay period based upon Agency need and available overtime funds.	Limited and only available with supervisory approval- Management may establish limits per pay period based upon Agency need and available overtime funds.	Limited and only available with supervisory approval- Management may establish limits per pay period based upon Agency need and available overtime funds.
Credit Hours (may not exceed 24 hours)	Does NOT offer credit hours	Does NOT offer credit hours	Does offer credit hours, but requires advance supervisor approval

SECTION 3. OVERTIME

A. Limits

Management will notify the affected Local Union when overtime is available, and bargain as requested by either Party in accordance with the CBA.

a) Overtime for External Detail

- 1) A Director may choose to temporarily authorize overtime work for detailees external to their current SCOPS office based on operational needs and in the following circumstances:
 1. If there is no conflict with their detail assignment and
 11. Either their work is available remotely or
 111. Their detail is remote and they are in proximity to pick up work
or
 - iv. If their work is in the office, they are able to work in-office during hours outside of the detail requirements.

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B. Overtime Eligibility, In accordance with the CBA Article 28

To be eligible to work overtime hours employees must

- a) Be performing at a level of achieving expectations or above.
- b) Be deemed proficient on the tasks or product(s) they are working on overtime.

C. Failure to Meet Overtime Eligibility Requirements

- a) Upon written detailed notification to the employee, any employee found to be ineligible for continued overtime will immediately stop working overtime.
- b) In the rare event management determines there were compelling circumstances impacting the employee's ability to meet overtime eligibility, the employee's ACD retains the discretion to authorize an exception to approve overtime on a case-by-case basis.

D. Overtime Eligibility Restoration & Exceptions

- a) In accordance with the CBA Article 28, when the employee has demonstrated the ability to successfully complete their product specific work assignments for a full pay period, they may be authorized to resume working overtime at the beginning of the next pay period.
- b) In accordance with the CBA Article 28, SCOPS Leadership, at their discretion, may temporarily reduce overtime eligibility requirements.
- c) In accordance with CBA Article 28, the Director (or designee) may authorize employees to work overtime on adjudicative or non-adjudicative products to which they are not currently assigned.

E. When Overtime Hours May Be Worked

- a) Overtime for employees (on a Telework/Remote agreement) may be normally worked between the hours of 4:00 a.m. and 11:30 p.m. Monday through Sunday with supervisory approval. Overtime may be irregularly authorized outside of these hours, on a case-by-case basis. Denials will be

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for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.

- b) Employees are not permitted to be compensated for regular hours and overtime simultaneously.

F. Employee Record and Certification of Overtime Hours

Employees are responsible for recording the actual time of all overtime hours worked. In addition to reporting overtime hours in the employee time and attendance system (WebTA or successor), overtime hours must also be recorded in all required databases (i.e., Scheduler and eSTAT or their successor programs, etc.).

SECTION 4. CREDIT HOURS

A. Requirements

- a) Employees must be on a flexible schedule to work and earn credit hours. As long as there is work available, credit hours will be authorized. Management may restrict credit hour availability if workloads do not support additional hours of work within the pay period.
- b) Employees may not earn credit hours and perform regular work simultaneously.
- c) Credit hours cannot be used in advance of being earned.
- d) Credit hours cannot be earned on holidays during scheduled hours.
- e) Credit hours (for employees on a Telework/Remote agreement) may be normally worked between the hours of 4:00 a.m. and 11:30 p.m. Monday through Sunday with advance supervisory approval. Credit hours may be irregularly authorized outside of these hours, on a case-by-case basis. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.
- f) Employees may not receive premium pay (overtime, Sunday, holiday) for credit hours.
- g) Employees are not entitled to night differential or Sunday premium pay if voluntarily electing to work credit hours between the hours of 6:00 p.m. and 6:00 a.m.

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B. Earning Limits

- a) Eligible full-time employees on a maxi-flex schedule may earn up to 24 credit hours per pay period.
- b) Per 5 U.S.C. § 6126, a full-time employee on a flexible schedule can accumulate not more than 24 credit hours.

C. Employee Record and Certification of Earned Credit Hours

- a) Employees are responsible for recording the actual time of all credit hours earned. Earned credit hours are to be reported in the required time and attendance mechanism (i.e., WebTA or successor) and made a part of the T&A record. Earned credit hours must also be recorded in all required databases (i.e., Scheduler and eSTATor their successor programs, etc.).
- b) The supervisor will review, authenticate, and certify the employee time and attendance record.
- c) Discrepancies or questions concerning earned credit hours should be brought to the supervisor for resolution.

D. Requesting Approval to Use Credit Hours

At the employee's request, earned credit hours will be granted for absences otherwise chargeable to annual leave, sick leave, and/or leave without pay. Credit hours earned on Sunday cannot be converted to regular hours during the same pay period.

SECTION 5. LEAVE

Leave will be managed in accordance with the 2022 Master Collective Bargaining Agreement (CBA), specifically:

Article 24 - Annual Leave
Article 25 - Sick Leave
Article 26 - Other Leave

The CBA can be accessed by [\(link here\)](#).

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SECTION 6. USE OF MICROSOFT TEAMS

A. Use of Microsoft Teams

- a) Employees will utilize Microsoft Teams or successor during all duty hours. All employees are reminded of the various usages of Microsoft Teams, to include but not limited to telephone/video capability, sharing computer screens, providing training and town hall information, and sending instant chat messages. Microsoft Teams also provides whether an employee is available for communication purposes. Microsoft Teams will not be utilized for monitoring and/or tracking employees for time and attendance. Employees will not be held accountable based upon the color of the Microsoft Teams status indicator.
- b) Employees may upload a picture to their profile in Microsoft Teams. This is strictly voluntary and must be appropriate and professional along with any background you choose to use.

B. Personal Electronic Communication Devices

- a) Personal Electronic Communication Devices should typically be used only on lunch or breaks unless there is an emergent issue that requires a small amount of time.

C. Union Use of Electronic Bulletin Boards and ECN

- a) If requested by the local Union at each Service Center or Headquarters, Management will create an ECN link for the Union to provide current and up-to-date information to the Bargaining Unit Employees. The Union will provide the local point of contact a draft of their proposed posting for review and publishing.

SECTION 7. TELEWORK AND UNSCHEDULED TELEWORK

A. Telework Guided by 2022 Master Collective Bargaining Agreement

Telework will be managed in accordance with the 2022 Master Collective Bargaining Agreement (CBA), specifically: Article 29 – Telework ([link here](#)).

B. Unscheduled Telework Requirements

The Union and Management commenced bargaining on this topic as part of this NSA. The Parties agree to table this topic and recommence bargaining from the

point at which it was tabled within 90 days of the effective date of this agreement. If the Agency determines this topic is appropriate for Agency-wide Bargaining, the Union will be notified in accordance with the CBA and the parties agree this will not be addressed at the SCOPS Directorate level.

SECTION 8. REMOTE WORK

A. Remote Work Guided by 2022 Master Collective Bargaining Agreement

Remote work will be managed in accordance with the 2022 Master Collective Bargaining Agreement (CBA), specifically: Article 30 - Remote Work ([link here](#)).

B. Hours of Remote Work

Hours of remote work will be dictated by the official duty station (typically the employee's home).

- a) The approved USCIS schedule (G-1228 or successor) as well as projected and actual hours worked entered into Scheduler will be based on local time zone of the employee's official duty station.
- b) Core Hours will be determined by the local time zone of the employee's official duty station.
- c) Duty hours will be selected within the same requirements as all employees, based on mission and organizational need as well as employee preference within approved time bands (See SECTION 2. HOURS OF WORK).
 - 1) Example 1: If there is no current training or other need to be working at a certain time, an employee may work anytime within approved time bands with supervisor approval. Denials will be for legitimate business reasons and will be issued in writing with the specific reasons for denial within a reasonable period of time.
 - 2) Example 2: If an employee has required training at 8:00 a.m. - 4:30 p.m. CT and they live in Pacific time, the employee must adjust their hours to 6:00 a.m. - 2:30 p.m. PT, to fully participate in the required training. An employee in Eastern time would adjust their schedule to 9:00 a.m. - 5:30 p.m. ET during the training.

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SECTION 9. BUILDING SCHEDULE

A. Building Hours

- a) Building hours (Brick and Mortar Locations) will be determined by local management and communicated to employees.
- b) The buildings are generally closed on Saturdays, Sundays, and Federal Holidays, unless authorized to open by the Service Center Director.
- c) Exceptions to building hours due to emergencies 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.

B. Emergency, Unforeseen, or Special Circumstance Closures

a) Building Closure

The building will generally be closed due to emergencies or other exigent circumstances beyond the control of the Agency. The Service Center Director (or designee) determines if the building will be closed. Notification of building closures will be made at the earliest opportunity.

b) Early Dismissal

The Service Center Director (or designee) may determine if employees will be dismissed early. An overhead announcement and a follow-up message via email, Emergency Notification System, and other communication systems as appropriate, whenever possible, will inform employees of an early dismissal. Employees must follow the early dismissal guidance provided by USCIS dismissal and closure procedures.

c) Building Open- Delayed Arrival/Unscheduled Leave

- 1) The Service Center Director (or designee) may grant a delayed arrival. There are two types of delayed arrivals: arrive a certain number of hours late or report at a certain time.
- 2) The inclement weather recording message for a delayed arrival will authorize leave. If an employee cannot make it into work for the rest of the day, the employee must either contact their supervisor telephonically (leave a message on the supervisor's voicemail if unavailable) or through use of mutually agreed upon communication technology to request leave to justify the absence.

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- 3) Employees who are scheduled for telework/remote work (and are telework/remote work ready) on delayed arrival/emergency closure days must be prepared to work the entire workday or take leave, use credit hours, flex their time, or a combination of these.
- 4) For matters affecting closures, employees will follow the provisions of negotiated Union agreements.

C. Notification

- a) Employees are encouraged to call the number designated by their office before they leave for work on inclement weather days to determine if there is any change in the workday schedule. The Service Center Director (or designee) will make every effort to post a message by 4:30 a.m. regarding the building status.
- b) Appropriate arrangements will be made to notify deaf/hard of hearing employees.

SECTION 10. SURVEYS

- a) Management agrees that all surveys are voluntary, and responses are anonymous.
- b) All relevant data collected will be provided to the Union. The Agency will provide a briefing, if requested.
- c) Employees will be provided appropriate amounts of "non-production" time to participate in these surveys.
- d) SCOPS may issue surveys to bargaining unit employees, provided the above criteria are met, without prior notice to the Union.

SECTION 11. PARKING

Where practical and permitted by the GSA contract, each Service Center will dedicate a reasonable number of parking spaces nearest to each entrance for use by employees, to be agreed upon locally by the Union and management. These spaces will be for short term parking specifically for file exchange.

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SECTION 12. EXPECTATIONS DOCUMENTS

Expectations documents will be issued in conjunction with the issuance of an employee's yearly performance plan. In accordance with DHS Human Resources General Instruction Guide, performance expectations will be communicated to employees in writing. Expectations documents can be adjusted and changed. Prior to being issued, changes will be communicated to the Union and bargained as appropriate.

COMPLETION OF BARGAINING

The terms of this NSA shall continue through the term and any extensions of the 2022 Master Agreement. Any section of this NSA 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 NSA and any prior benefits, practices, memoranda of understanding and any other agreements which came into effect after October 1, 2022, the provisions of this NSA shall be controlling and supersede any conflicting provisions of such prior benefits, practices, memoranda of understanding and any other local agreements. This NSA will be ome effective as provided in Article 9(F) 8 of the 2022 Master Agreement.

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