

CIVILIAN PERSONNEL TELEWORK
AND
CIVILIAN PERSONNEL HOURS OF DUTY – ALTERNATIVE WORK SCHEDULES
MEMORANDUM OF AGREEMENT BETWEEN THE
THE U.S. ARMY CORPS OF ENGINEERS
SOUTH PACIFIC DIVISION
- AND -
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 49

This constitutes a binding agreement between the U.S. Army Corps of Engineers, South Pacific Division, hereinafter referred to as the Agency, and the International Federation of Professional and Technical Engineers, Local 49, hereinafter referred to as the Union.

It is understood by the Agency and the Union that this agreement is entered into under the provisions of their collective bargaining agreement, Article 3, by mutual agreement and as a result of partnership in developing the attached Office Memorandums. It is further understood that the provisions of this memorandum of agreement amend and take precedence in conflicts arising between its language and directly related provisions of the collective bargaining agreement.

1. The Agency and the Union agree that the provisions of the attached Office Memorandum, CESPDM-OM-690-1-1202, dated 17 July 2002, Civilian Personnel TELEWORK, will be implemented for all bargaining unit employees on 6 September 02
2. The Agency and the Union agree that the provisions of the attached Office Memorandum, CESPDM-OM-690-1-620, dated 17 July 2002, Civilian Personnel HOURS OF DUTY – ALTERNATIVE WORK, will be implemented for all bargaining unit employees on 6 September 02

FOR THE AGENCY:

FOR THE UNION:

DATE:



ROBERT L. DAVIS
BG, USA
Commanding



JAMES J. CONLEY
President, IFPTE Local 49

19 Jul 02

DEPARTMENT OF THE ARMY
South Pacific Division, Corps of Engineers
333 Market Street, Room 923
San Francisco, CA 94105-2195

CESPD-HR

17 July 2002

CESPD-OM 690-1-1202
OFFICE MEMORANDUM

Civilian Personnel
TELEWORK

1. PURPOSE. The purpose of this regulation is to provide policy and guidance for implementing the Telework program within Headquarters SPD.
2. APPLICABILITY. This regulation applies to all civilian employees of HQSPD.
3. REFERENCES.
 - a. Public Law 106-346, Sec 359
 - b. Department of Defense Telework Policy
 - c. Department of Defense Telework Guide
 - d. AR 25-1, The Army Information Resources Management Program
 - e. AR 380-19, Information Systems Security
 - f. CEHR-D Memo dated 1 March 2002 Subject: Telework

4. DEFINITIONS.

a. Telework is a flexible work arrangement that allows employees the opportunity to perform their duties at home, or other approved locations, during an agreed upon portion of the work week. Work away from an employee's normal office workplace is known as flexible workplace, flexi place (prior to 1993), telecommuting, work-at-home, and telework. All of these terms refer to paid employment performed away from the place where the employee normally works. There are two types of telework:

(1) Ad hoc telework is unscheduled and does not occur on a regular or predictable basis and is approved on a case-by-case basis less frequently than one day per biweekly pay period. This may

include occasional, one-time, or irregular telework, typically for a day or block of days, to work on projects or assignments that could be effectively performed away from the office. The supervisor and the employee agree when there are assignments or conditions that are conducive to telework. Ad hoc telework must be approved by the employee's supervisor on a case by case basis.

(2) Regular and recurring telework is established by formal agreement between the employee and the supervisor. This telework is performed on a regular schedule at least one day per biweekly pay period at a set location.

5. POLICY – AD HOC TELEWORK

a. Ad hoc telework is available to all Division employees regardless of position. Any employee who feels they have an assignment or circumstances that are conducive to work at locations other than the regular workplace may request ad hoc telework.

b. Supervisors have wide latitude to approve and schedule requests for ad hoc telework on a case-by-case basis.

c. The same general policies apply to ad hoc as to regular and recurring telework with regard to time and attendance, suitability of the work and use of equipment.

d. Overtime ad hoc telework is not precluded if the supervisor approves in advance in accordance with normal overtime approval procedures.

6. POLICY – REGULAR AND RECURRING TELEWORK.

a. Employees may be approved to work at home on a regular and recurring basis. Each supervisor will determine the suitability of an individual's request in accordance with paragraph 8 below.

b. The maximum number of positions and employees who exhibit characteristics suitable for telework will be identified as eligible for regular and recurring telework.

c. Exceptions to this OM may be approved by the Deputy Commander or an SES employee.

d. Regular and recurring telework schedules will normally be limited to three days per pay period. Participants in 5-4/9 Compressed Work Schedule will be limited to two telework days per pay period. Participants in 4/10 Compressed Work Schedule will be limited to one telework day per pay period.

e. It must be recognized that the Division's mission needs take priority over an individual's work-at-home arrangement. Employees may be directed by their supervisor to come to work at the office when the mission requires it.

f. With advance supervisory approval, employees may change a telework day within the same pay period.

g. Employee must perform telework at an approved site. Absences from the remote site (e.g. visits on official business to attend meetings, use of leave) must be coordinated with the supervisor at the earliest time practicable.

h. Time and attendance must be properly monitored and reported to ensure that telework employees are paid for work performed and that absences from scheduled tours of duty are properly documented.

i. When an employee knows in advance of a situation that would preclude working at home, either time in the office or annual leave should be scheduled.

7. GENERAL.

a. Employee participation is voluntary and subject to supervisory approval.

b. The main thrust of this telework policy is for employees to work from home. The supervisor may approve another location but only if there is no additional expense.

c. Telework should not adversely affect the performance of the employees who work at home or the performance of his/her coworkers. Supervisors should ensure equitable distribution of workload so that other employees do not have to assume work normally assigned to employees who are participating in the program.

d. Employees may be approved both to telework and to work an alternative work schedule.

e. The employee must have a safe and adequate place to work off-site that is free from interruptions, and that provides the necessary level of security and protection for any Government property that may be used.

f. Working at home, or other approved location, can provide valuable assistance in the management of work/family schedules, but is not a substitute for child/elder care. Employees may not use duty time for providing child/dependent care or any purpose other than official duties.

g. Prior to utilizing the telework options the employee must insure that the timekeeper has been notified in writing by the supervisor via e-mail or other form of writing that the employee has been

approved for telework. Failure to accomplish this notification of the timekeeper shall result in the employee being assessed a day of annual leave.

8. SUITABILITY FOR TELEWORK.

a. Work suitable for telework depends on job content rather than job title, type of appointment, or work schedule. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status.

b. Telework is feasible for work that requires thinking and writing, policy development, research, analysis, and computer-oriented tasks. Suitable work includes (1) work that is portable and can be performed effectively outside the office; (2) job tasks that are easily quantifiable or primarily project oriented; (3) work, which consists of reading/processing tasks, i.e., reading proposals and reviews or conducting research; (4) technology needed to perform the job off-site is currently available; and (5) security of data can be adequately assured.

c. Employees who are approved to work at an alternative workplace should be organized, highly disciplined, and conscientious self-starters who require minimal supervision. Their performance must be equivalent to a successful performance rating (level 1, 2 or 3).

d. Employees suitable for telework are those who demonstrated personal characteristics are best suited to telework, as determined by the supervisor, including as a minimum: (1) demonstrated dependability and the ability to handle responsibility; (2) a proven record of high personal motivation; (3) the ability to prioritize work effectively and utilize good time management skills; and (4) a proven or expected minimum performance rating of fully successful.

e. Teleworking is not suitable for employees who require on-the-job training, who need close supervision, or who need interaction with co-workers and would suffer from the isolation of working alone.

f. Probationary status employees on a new appointment generally would not be eligible for telework because probationary status periods are established to allow supervisors an opportunity to personally observe and evaluate employee performance.

g. Employees new to HQSPD may need some time to get to know the people and the organization and may not be eligible immediately for telework.

h. Supervisors should be able to evaluate work performance by measuring the performance by results.

9. EQUIPMENT.

a. New government computers will not be purchased exclusively for home use. Government computers will be utilized for telework. Excessed laptops will be reviewed for usability as telework hardware. Offices are encouraged to plan for and acquire desktop replacement laptops with docking stations as replacements for current desktop computers during their annual technology replacement cycle.

b. The government is not responsible for operating costs such as home phone lines, utility costs, maintenance or insurance. Nor will the government install telecommunication lines nor pay for monthly recurring charges for such lines.

c. Government FTS2001 calling cards will be utilized to the maximum extent to charge long distance official telephone calls.

10. RESPONSIBILITIES

a. Supervisors will maintain records for each employee including signed telework agreements and attachments. Supervisors will provide data as requested by the telework coordinator.

b. The HQSPD Telework Coordinator administers and oversees implementation of the telework program. The telework coordinator will ensure that all supervisors and employees receive telework orientation and training, monitor and track program progress and costs, and complete upward reporting requirements.

11. PROCEDURES.

a. For all approved regular and recurring telework arrangements, the supervisor and the employee will jointly review and sign an "Employee/Supervisor Agreement". (Appendix A). Employees must also complete a self-certification Safety Checklist (Appendix B) and an Information Security Agreement (Appendix C).

b. The supervisor will review the request and consider the requirements of paragraph 8 before making a decision for approval/disapproval.

c. Employees interested in participating in the ad hoc program will complete Appendix A, Request for Participation in Telework Program. Employees approved for telework must complete

requirements. A permanent change in the telework arrangement must be reflected in a new telework agreement.

f. The teleworking agreement, safety checklist, and information security agreement should be reviewed during each TAPES performance review and annual performance evaluation.

12. TERMINATION.

a. Either the employee or supervisor may terminate an approved telework agreement.

b. Supervisors who terminate a telework arrangement without consent of the employee must give the employee a written notice, including justification, at least 10 working days in advance, unless the termination was the result of a formal disciplinary action or subsequent to the employee being placed on a performance improvement plan. The employee may terminate the telework agreement at any time by providing written notice to the supervisor with a recommended effective date.

c. If an employee disputes the reasons given by a supervisor for not approving them for teleworking, or for terminating their telework agreement, the employee may submit a grievance using the normal administrative or union grievance procedure.



ROBERT L. DAVIS
BG, USA
Commanding

3 Appendices

- A Request for Participation in Telework Program
- B Employee and Supervisor Agreement
- C Safety Checklist

**South Pacific Division
Request for Participation in Telework Program**

I _____, request to participate in the Telework Program. I understand that if my participation is approved, I am bound by the terms and conditions of the program as outlined in the Employee /Supervisor Agreement.

2. I understand my participation is for _____ (length of time) and that I may request an extension to this arrangement upon its expiration. I understand that if management does not have the resources to support this endeavor, i.e., required computer equipment, or operating budget funds, my request will not be approved at this time.

3. I understand that my participation is voluntary and that either the supervisor or I may discontinue my participation in the telework program at any time. Upon termination, the supervisor and I are obligated to make arrangements for my return to the official duty station as quickly as possible after notification of termination.

Please complete the following information:

Current Position Title, Series Grade: _____

Official Duty Location: _____

Latest Performance Appraisal Rating: _____

Type of telework desired:

_____ Ad-Hoc _____ Regular and Recurring

I wish to telework from:

_____ Home Address _____

_____ Other Address _____

Please provide a complete pay period work schedule (days/hours at alternate site and in the office):

Week One Days	Hours	Location (O-Office) (A-Alternate Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

**South Pacific Division
Request for Participation in Telework Program**

Week Two Days		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Mileage Savings: I estimate that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week and/or _____ saved in transit costs.

I wish to participate in the Telework Program for the following reason(s):

I will perform the following duties or functions at the alternate work-site:

Employee's Signature _____ Date _____

SUPERVISOR CERTIFICATION:

I APPROVE/DO NOT APPROVE THE ABOVE EMPLOYEE TO PARTICIPATE IN THE TELEWORK PROGRAM. Please state reasons for disapproval. If the above employee is ineligible to participate, please indicate, if appropriate, when the employee may re-apply. One additional sheet may be attached, if more space is needed.

Supervisor Signature _____ Date _____

**South Pacific Division
Employee and Supervisor Agreement**

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE TELEWORK PROGRAM BETWEEN:

Employee's Name (Print)
Supervisor's Name (Print)
Organization

1. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

2. a. Employee's on-site official tour of duty is:

From _____ To _____

On the following days: 1st Week of Pay Period: _____
2nd Week of Pay Period: _____

b. Employee's alternate work site tour of duty will be:

From _____ To _____

On the following days: 1st Week of Pay Period: _____
2nd Week of Pay Period: _____

These dates and hours of work may be modified as needed to meet mission requirements as required or approved by the supervisor.

3. The employee agrees to not conduct personal business while in official duty status at the alternative workplace, for example, making home repairs, caring for dependents, family members, etc.

4. Employee's official duty station is: _____

**South Pacific Division
Employee and Supervisor Agreement**

5. Employee's alternate worksite location (Complete address) is:

NOTE: All pay, special salary rates, leave and travel entitlement are based on the employee's official duty station.

6. The employee's timekeeper will have a copy of the employee's work schedule and will record the employee's time and attendance for performing official duties. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace.

7. The employee agrees to follow established office procedures in obtaining supervisory approval for requesting and obtaining approval of leave, overtime, and credit time. The employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that overtime work without such approval is not compensated and may result in termination of the privilege and/or other appropriate action.

8. The employee agrees to permit inspections of the authorized telework location during normal working hours to assess worksite conformance with safety standards and other work related business.

9. Equipment. Only government-owned computer equipment, software, and communications, will be utilized for regular and recurring telework arrangements. Government-furnished equipment will be will only be used for official duties and by the government employee. Only hardware/software procured by the Federal government will be installed on government owned equipment. The employee is responsible for protecting the equipment and using the equipment only for official purposes. The government is responsible for the maintenance of all government-furnished equipment. Under no circumstances will employees add non-government owned or unauthorized hardware or software to the government owned computer. Employee is responsible for keeping government equipment current with anti-virus updates per information assurance policies and procedures.

10. Information Handling. In no case will documents that contain classified information be processed, or be authorized for processing, at other than approved U.S. Government locations. The employee agrees to protect all government and agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, 5 U.S.C. 552a.

11. Utilities/Expenses. The government is not responsible for operating costs (i.e., home maintenance, insurance, phone line(s) or utilities) that are associated with the employee using his or her home as an alternative worksite. The government understands the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the

**South Pacific Division
Employee and Supervisor Agreement**

government, as provided for by statute and regulations.

12. Liability. The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative duty station. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. The supervisor must investigate all reports immediately following notification of the incident.

The Government will not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employee's Claim Act. Employees entrusted with government property are responsible for its proper and official use, care, custody and safekeeping.

13. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports, if required by the supervisor, to help judge performance. The employee understands that a decline in performance may provide a basis for canceling the agreement.

14. Standards of Conduct. Employee agrees he/she is bound by all applicable standards of conduct while working at the alternate site.

Employee Signature and Date: _____

Supervisor Signature and Date: _____

**South Pacific Division
Safety Checklist for Home Based Teleworkers**

The following checklist is designed to assist in assessing the overall safety of the teleworking employee's alternative worksite. Supervisors will also use this checklist to assist in conducting any safety inspections of the employee's home office.

Name:

Organization:

Alternative Worksite Location:

Describe the designated work area in the alternative worksite:

A. Workplace Environment

1. Temperature, noise, ventilation and lighting levels adequate for maintaining your normal level of job performance.
2. All stairs with four or more steps are equipped with handrails.
3. All circuit breakers and/or fuses in the electrical panel are labeled as to intended service.
4. Circuit breakers clearly indicate if they are in the open or closed position.
5. All electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wired, flexible wires running through walls, exposed wires to the ceiling).
6. The building's electrical system permits the grounding of electrical equipment
7. Aisles, doorways, and corners are free of obstructions to permit visibility and movement.
8. File cabinets and storage closets arranged so drawers and doors do not open into walkways.
9. Chairs do not have loose casters (wheels) and the rungs and legs of the chairs are sturdy.
10. Phone lines, electrical cords, and extension wires are secured under a desk or alongside a baseboard.

**South Pacific Division
Safety Checklist for Home Based Teleworkers**

- 11. The office space is neat, clean, and free of combustibles.
- 12. Floor surfaces are clean, dry, level, and free of worn or frayed seams.
- 13. Carpets are well secured to the floor and free of worn or worn seams.
- 14. There is adequate light for reading.

B. Computer Workstation (if applicable)

- 15. The chair is adjustable.
- 16. You know how to adjust your chair.
- 17. Your back is adequately supported by a backrest.
- 18. Your feet are flat on the floor or are fully support by a footrest.
- 19. You are satisfied with the placement of your monitor and keyboard.
- 20. You can easily read the text on your screen.
- 21. You have enough legroom at your desk.
- 22. The screen is free from noticeable glare.
- 23. The top of the screen is eye level.
- 24. There is space to rest arms while not keying.
- 25. When keying, your forearms are close to parallel with the floor.
- 26. Your wrists are fairly straight when keying.

THIS DOUMENT IS A SELF CERTIFICATION BY THE EMPLOYEE. THE GOVERNMENT
MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE ITEMS
CERTIFIED HERETO BY THE EMPLOYEE.

Employee's Signature and Date: _____

DEPARTMENT OF THE ARMY
South Pacific Division, Corps of Engineers
333 Market Street, Room 923
San Francisco, CA 94105-2195

CESPD-HR

CESPD OFFICE MEMORANDUM
No. 690-1-620

17 July 2002

Civilian Personnel
HOURS OF DUTY – ALTERNATIVE WORK SCHEDULES

1. Purpose. To prescribe policies and procedures for operating under the Alternative Work Schedule for the Headquarters South Pacific Division (HQSPD) employees.
2. Applicability. This OM applies to all organizational elements assigned to SPD Headquarters.
3. References.
 - a. Related Publications.
 - (1) Title 5, U.S.Code, Chapter 61, Flexible and Compressed Work Schedules allows federal agencies to establish programs, which allow use of flexible schedules.
 - (2) OPM Handbook on Alternative Work Schedules dated December 1996.
 - (3) ER 690-1-600 (Leave and Hours of Duty).
 - (4) DoD Civilian Personnel Manual at <http://www.cpmc.osd.mil/cpm/cpm.html>.
4. Definitions.
 - a. Alternative work schedule (AWS) means both flexible work schedules and compressed work schedules.
 - b. Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.
 - c. Biweekly pay period means the 2-week period for which an employee is scheduled to perform work.

- d. Compressed work schedule (CWS) means an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays. At HQSPD two CWS plans are offered, 5-4/9 and 4/10.

5-4/9. A combined flexible/compressed work schedule whereby employees are allowed to select their work hours, subject to supervisory approval, on a scheduled basis within specified starting and ending periods and work 80 hours per pay period in less than 10 workdays.

4/10. A combined flexible/compressed work schedule whereby employees are allowed to work four 10 hour days a week, subject to supervisory approval, on a scheduled basis within specified start and ending periods and work 80 hours per pay period in less than 10 workdays.

- e. Core hours means the time periods during the workday that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work. At HQ SPD the core hours are 0900 to 1430.
- f. Credit hours means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement in order to accomplish assigned work tasks efficiently and to vary the length of a workweek or workday. Credit Hours will normally be approved in advance by the employee's supervisor. At HQ SPD, these are hours worked in excess of the basic 8-hour day. Credit hours may be accrued in ½ hour increments, a maximum of 2 credit hours on any given workday. The maximum number of credit hours an employee may carry over from a biweekly pay period to a succeeding biweekly pay period is 24 hours for a full-time employee (one-fourth of a part-time employee's biweekly pay work requirement). Credit hours may not be earned on weekends, while on travel duty or by employees on compressed work schedules. Credit hours may be used only for time off, which must be approved by the supervisor.
- g. Flexible hours (also referred to as "flexible time bands") means the times during the workday within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her scheduled times of arrival to and departure from the work site consistent with the duties and requirements of the position. Flexible time bands are 0600 to 0900 and 1430 to 1800.
- h. Flexible work schedule (FWS) means a work schedule that has an 80-hour biweekly basic work requirement that allows an employee to determine his or her schedule within the limits established by this OM.
- i. Flexitour (previously called flexitime) means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed.
- j. Official Business Hours. The hours that have been established and publicized as time when the Division Office is open for business.

- k. Overtime hours, when used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full time employees that constitute the compressed work schedule.
- l. Tour of duty Means the limits set by an agency in this OM that all employee's must perform 80 hours of work and/or take leave.

5. Policy.

- a. HQ SPD will participate in the Alternative Work Schedule Program by operating a variation of the Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS) described in this OM to the fullest extent to enhance the quality of work life for our employees. Any exclusions or limitation of employee participation must be based on but not limited to, reductions in productivity, organizational efficiency, or mission accomplishment: a diminished level of services furnished to customers; an increase in operation cost or observed abuses of the program.
- b. To facilitate communication requirements with our customers and co-workers, with our expanded use of alternate work schedules, all SPDHQs employees must make full use of our technology tools by: a) maintaining their Outlook calendars (appointments, meetings, out of office, etc), using Outlook Calendar's Meeting Request feature to schedule meetings, using Outlook's Out of Office email feature and telephone voice mail messaging.
- c. All employees will use Eng Form 4704, May 81, to record their time and attendance by listing their name in the appropriate block and completing the date, regular hours, holiday, annual leave, sick leave and credit hours columns. All employees shall sign and submit the form when required by their assigned timekeeper.
- d. Exceptions to this OM may be approved by the Deputy Commander or an SES employee.
- e. As a general policy employees will spend seven days of the pay period in the regular office to facilitate teamwork and communication, minimize isolation and to use facilities not available offsite. Employees may work additional Ad Hoc Telework days in excess of the general rule with supervisor approval.
- f. Regular and recurring telework schedules will be limited to three days per pay period (for non-participants in Compressed Work Schedule). Participants in 5-4/9 Compressed Work Schedule will be limited to two telework days per pay period. Participants in 4/10 Compressed Work Schedule will be limited to one telework day per period.
- g. An employee is eligible for one of the work schedules below subject to supervisor approval:

i.) Regular Flexitour

(1) Each full-time employee will have a basic work schedule of 40 hours per week consisting of eight hours per day, Monday through Friday.

(2) The HQSPD schedule of flexible work hours is 0600 to 1800. The official business hours are 0745 to 1615.

(3) The morning and afternoon flexible hours are from 0600 to 0900 and 1430 to 1800. Core hours are from 0900 to 1430.

(4) One rest period not in excess of 15 minutes may be authorized at approximately the midpoint of each four hours of continuous duty. The rest period may not be a continuation of the lunch period. The time of the rest period is subject to approval by the supervisor.

(5) Overtime hours worked must be ordered and authorized by the supervisor in advance.

(6) Compensatory hours may be authorized in lieu of overtime pay in accordance with applicable law.

ii. Flexitour with Credit Hours.

(1) This work schedule alternative is identical to the flexitour schedule but includes the option of credit hours. (see Definitions Paragraph i.).

iii. 5-4/9 Compressed Work Schedule.

(1) Employees selecting the 5-4/9 compressed work schedule will work eight 9-hour days and one 8-hour day with one day off during a pay period.

(2) Supervisors must work closely with their staff in establishing a workable 5-4/9 work schedule. Supervisors must ensure that sufficient employees under their supervision will be present on any workday to conduct business and accomplish mission requirements. It is the supervisor's responsibility to establish work schedules with this requirement in mind.

(3) Employee is limited to two regular telework days per pay period.

(4) Credit hours may not be earned.

iv. 4/10 Work Schedule.

(1) Employees selecting the 4/10 work schedule will work four 10 hour days with one day off each 40 hour week.

(2) Supervisors must work closely with their staff in establishing a workable 4/10 work schedule. Supervisors must ensure that sufficient employees under their supervision will be present on any workday to conduct business and accomplish mission requirements. It is the supervisor's responsibility to establish schedules with this requirement in mind.

(3) Employee is limited to one regular telework day per pay period.

(4) Credit hours may not be worked.

6. Procedures

a. General Procedures.

(1) Timekeeping requirements will follow existing procedures (including the use of Eng Form 4704, May 81, to record time & attendance).

(2) Supervisors are responsible for approving employee work schedules, which allow mission requirements to be met.

(3) Employees must inform their supervisor in writing of their preferred work schedule. Supervisors must approve an employee's regular work schedule at least one pay period in advance.

(4) Supervisors will give employees at least one pay period advance notice when operational requirements mandate a change in the regular work schedule.

(5) Employees shall complete, sign and submit the time record sheet to their supervisor each pay period. Supervisors shall certify the time record and forward it to the timekeeper.

b. Regular Flexitour & Flexitour with Credit Hours.

(1) Consistent with the duties and requirements of the position and assignments, each employee will report for work between 0600 and 0900, will take a lunch period of a minimum of 30 minutes and will depart after the completion of the work day between 1430 and 1800. All employees are expected to be present for work between 0900 and 1430.

(2) After an employee has selected and the supervisor approved a starting time, the employee is permitted a degree of flexibility on either side of the starting time of up to 15 minutes. It is understood that this should not occur on a regular basis. If this occurs on a regular basis the start time should be adjusted with appropriate notice by the supervisor.

(3) Supervisors may approve occasional variations to an employee's schedule to permit late arrival or extended lunch to allow the employee to conduct needed personal business. The employee in this case must work the required 8 hours.

c. 5-4/9 Compressed Work Schedule.

(1) Work schedules will consist of eight 9-hour days and one 8-hour day with one day off during a pay period. Days off and the day the 8-hour day is worked are approved by the supervisor and will be consistent from pay period to pay period to ensure proper coverage and service.

(2) Employees may request work hours between 0600 and 1800 hours. Work schedule hours are approved by the supervisor.

(3) Employees wishing to discontinue participation in the 5-4/9 schedule may do so by submitting a written request to their supervisor. Requests for changes will be considered promptly by the supervisor.

(4) Special Situations

(a.) When a 5-4/9 employee will be TDY on a scheduled day off, that day off will be taken in the same period or at the earliest possible time thereafter.

(b.) When a 5-4/9 employee is attending training the work schedule must be adjusted to course hours of the class (regular flexitour schedule)

(c.) Employees will be charged leave according to the normal work schedule hours for the scheduled day.

(d.) Employees will be charged holiday leave according to the normal hours for the scheduled day. If a holiday falls on a scheduled day off the employee shall take the day off on the next work day.

(e.) If the selected day off falls on a holiday the employee's adjusted day off is the day before or after the scheduled day in the same pay period.

d. 4/10 Compressed Work Schedule.

(1) Work schedules will consist of four 10-hour days and one day off each week. Days off are approved by the supervisor and will be consistent from pay period to pay period to ensure proper coverage and service.

(2) Employees may request work hours between 0600 and 1800. Work schedule hours are approved by the supervisor.

(3) Employees wishing to discontinue participation in the 4/10 schedule may do so by submitting a written request to their supervisor. Requests for changes will be considered promptly by the supervisor.

(4) Special Situations.

(a.) When a 4/10 employee is TDY on a scheduled day off, that day off will be taken in the same pay period if possible or at the earliest possible time thereafter.

(b.) When a 4/10 employee is attending training the work schedule must be adjusted to course hours of the training class (regular flexitour schedule)

(c.) Employees will be charged annual and sick leave according to the normal hours for the scheduled day.

(d.) Employees will be charged holiday leave according to the normal hours for the scheduled day. If a holiday falls on a scheduled day off the employee shall take the next work day off.

(e) If the selected day off falls on a holiday the employee's adjusted day off is the day before or after the scheduled day off in the same pay period.



Robert L. Davis
BG, USA
Commanding