From: Foster, Althea
Sent: Tuesday, September 12, 2017 4:48 PM
To: Ruhl, Lisa; Nicholls, Jacob; Spelman, John; Mason, Steve
Subject: FW: Credit hours are voluntary hours of work
Attachments: 03-24-2017 - Region 6 Negotiated Agreement on Hours of Work (1).pdf

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From: Clifton, Tony
Sent: Tuesday, September 12, 2017 2:33 PM
To: Smith, Monica ; Foster, Althea
Subject: Credit hours are voluntary hours of work

Hi Monica & Althea,

This is a follow-up to your question about work schedules and overtime. For staff on a flexible schedule, credit hours means, "*those hours worked in excess of an employee's basic work requirement that an employee on a Daily Flexible Schedule* ***elects to work*** *so as to vary the length of a succeeding workday.*" This means that those are hours that an employee is free to leave and the Agency is not requiring them to work. The scenario you described to me in which an employee must routinely work more than 8 hours in a day and does not have the luxury of electing to work those hours beyond 8, indicates that the employee is not earning credit hours. They are working overtime hours that are either compensated by overtime pay or compensatory time (whichever is appropriate given the time of overtime, the employee's FLSA status, etc).

The description of credit hours was taken from our negotiated agreement on hours of work (attached). This is consistent with OPM's definition of credit hours, which is:

Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employees basic work requirement under a flexible work schedule. (Information on flexible work schedules is available in OPMs Handbook on Alternative Work Schedules.) The basic work requirement for full-time employees is 80 non-overtime hours in a 2-week pay period. Agency policies or union agreements may place restrictions on earning or using credit hours.

Employees are not paid basic pay or overtime pay for credit hours when they earn them. An employee may use credit hours during a subsequent day, week, or pay period, with supervisory approval, to allow the employee to be absent from an equal number of hours of the employees basic work requirement with no loss of basic pay. (See the definitions of *basic work requirement* and *credit hours* in 5 U.S.C. 6121(3) and (4), respectively.)

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Region 6 Supplement No. 3
Master Collective Bargaining Agreement between EPA and AFGE
HOURS OF WORK

This Supplemental Agreement (Supplement) to Article 23, Hours of Work of the Master Collective Bargaining Agreement between EPA and AFGE (National Agreement) is entered into by and between the Environmental Protection Agency, Region 6, herein referred to as Management, and the American Federation of Government Employees, Local 1003, herein referred to as the Union.

SECTION 1. PURPOSE

The purpose of this Supplement is to set forth the parties' agreement with respect to Hours of Work pursuant to the Master Collective Bargaining Agreement, Region 6 Order, R6-3160.4, and the provisions of this Supplement.

A. Hours of work for employees shall be in accordance with applicable law and regulations.

B. Employees may elect, subject to Supervisor approval, to work a:
   1. Fixed Work Schedule,
   2. Compressed Work Schedule or
   3. Daily Flexible Schedule

SECTION 2. GENERAL DEFINITIONS

For the purposes of this Supplement, the following definitions apply:

A. "**Alternative Work Schedule**" (AWS) means both flexible work schedules and compressed work schedules other than the traditional eight (8) hour fixed shift. Daily Flexible Schedules (DFS), 5/4-9 Compressed Work Schedule (CWS) and 4-10 Compressed Work Schedule (CWS) are included within the definition of an alternative work schedule.

B. "**Basic work requirement**" means the number of hours, excluding overtime hours, that an employee is required to work or to account for by leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

C. "**Compensatory time**" is time off on an hour-for-hour basis in lieu of overtime.

D. "**Compressed Work Schedule**" (CWS) is a fixed work schedule (5/4-9 or 4/10) consisting of set arrival and departure times; and set day(s) off per pay period. For further definition see Region 6 Order, R6-3160.4.

E. "**Core Hours**" means that period of time when all employees are expected to be

at work or are required to account for their absence by leave or otherwise. In EPA Region 6 the core hours are 9:00A.M. to 3:00P.M., Monday through Friday.

F. "**Credit hours**" means those hours worked in excess of an employee's basic work requirement that an employee on a Daily Flexible Schedule elects to work so as to vary the length of a succeeding workday.

G. "**Daily Flexible Schedule**" (DFS) means an eight (8) hour workday in which the employee may vary the time of arrival and/or departure on a daily basis. A flexible work schedule includes Core Hours and Flexible Bands. "Flexible Bands" mean the specific periods of the workday during which employees- may opt to vary their arrival and departure times. In EPA Region 6 the Flexible Bands are 6:30 AM to 9:00 AM and 3:00PM to 6:30 PM.

H. "**Employee"** means an AFGE bargaining unit employee of EPA Region 6.

I. "**Fixed Work Schedule"** (FWS) means a set work schedule that establishes the employee's arrival and departure times; and set days off.

J. **"Normal Work Schedule"** means an eight (8) hour workday that begins at the time designated by the employee, and approved by the supervisor.

K. **"Overtime Work"** is work ordered or approved in advance by management and is in excess of the work schedule's basic work requirement.

L. "**Electronic DFS Timekeeping Tool"** (aka: the eDFS Tool) is the real-time, EPA R6 network-based, DFS time data entry log that replaced the former, hard-copy, paper sign- in/out log previously used in the Region. The eDFS Tool constitutes the official time- entry record under DFS.

M. **"Start Time"** is the time entered by the employee into the eDFS Tool which reflects when his/her respective work day commences.

N. **"Timestamped Sign-in Time"** is the actual time (per the EPA Network's computer/laptop clock) that the employee populates the eDFS Tool with his/her Start- Time entry.

O. **"Arrival Time"** is the time the employee arrives at the worksite.

P. **"End Time"** is the time entered by the employee into the eDFS Tool which reflects when his/her respective work day ceases.

Q. **"Timestamped Sign-Out Time"** is the actual time (per the EPA Network's computer/laptop clock) that the employee populates the eDFS Tool with his/her end time entry.

R. **"Departure Time"** is the time the employee departs the worksite.

SECTION 3. RESPONSIBILITIES

While work schedule flexibility is generally designed to accommodate employee and environmental needs, there must be a balance among alternative work schedules, the workload, and the quality of work and mission accomplishment. Therefore, responsibilities must be shared by all concerned.

1. **SUPERVISORS** are responsible for:
   a. Ensuring that there is adequate office coverage each workday.

   b. Approving or denying specific work schedules in accordance with this Supplement and referenced Regional Order (R6-3160.4). If denying a request, the supervisor shall explain to the employee in writing why the request is denied.

   c. Ensuring each employee's time and attendance records are accurate and adhere to Regional policy.

2. **EMPLOYEES** are responsible for:
   a. Ensuring that accurate time and attendance records are maintained.

   b. Adhering to their work schedule as approved in advance by their supervisor.

   c. Maintaining productivity in both the quality and quantity of work produced.

SECTION 4. STRAIGHT 8 FIXED WORK SCHEDULE (FWS)

A FWS provides for full-time employees to work ten 8-hour workdays in each pay period with a fixed tour of duty that begins at a set arrival and departure time. Employees electing to work this option shall be subject to the provisions of Region 6 Order, R6-3160.4.

SECTION 5. COMPRESSED WORK SCHEDULES (CWS)

CWS are also fixed work schedules, but they enable full-time employees to complete the basic 80-hour biweekly work requirement in less than 10 workdays. CWS includes two (2) FWS options that establishes set workdays, set arrival and departure times, and set day(s) off per pay period. Employees must select a fixed starting time that allows them to complete their regularly scheduled work day by 6:30 PM. Part-time employees should refer to the regional policy to determine eligibility to participate in these schedules.

1. **CWS 4/10 OPTION**
   The 4/10 compressed work schedule is a fixed schedule that consists of four 10-hour workdays and one non-work day each week in a pay period. The four days

to be worked, arrival and departure times, and the day off each week are worked out between the supervisor and the employee. Full time employees must work or otherwise account for 80 hours each pay period. No credit hours may be worked or accumulated under this schedule. Overtime may not exceed 1.5 hours per day and must be pre-approved by the supervisor.

2. **CWS 5/4-9 OPTION**
   The 5/4-9 compressed work schedule is a fixed schedule that consists of eight 9-hour workdays, one 8-hour workday, and one day off during each pay period. The days to be worked, arrival and departure times and the day off are worked out between the supervisor and the employee. Full time employees must work or otherwise account for 80 hours each pay period. No credit hours may be worked or accumulated under this schedule.

SECTION 6. DAILY FLEXIBLE SCHEDULE (DFS)

DFS provides a work schedule option of 8 hours per day, 5 days per week (Monday through Friday) for a total of 40 hours per week and 80 hours a biweekly pay period. This schedule is available to full-time employees. Part-time employees may participate in DFS on those days that they are scheduled to work 8 hours. The basic work requirement is composed of two (2) different types of time: core hours and flexible bands. Employees are not required to use Flexible Band hours for medical or dental appointments or other personal matters.

1. **Timekeeping Procedure**
   a. All employees shall sign-in **at the beginning of their workday** using the eDFS Tool provided by the Agency. To do so, employees shall use this real-time data entry tool and should also select the "workplace" for the day – either regular hours, training, travel, or telework. The time an employee enters into eDFS is his/her official start time. The system will "timestamp" the time entry with a sign-in time.

      There is a general expectation that the employee's reported start time and timestamped sign-in time should not deviate by more than the few minutes it takes to power on and login to the employee's computer. A comment box is provided and employees are encouraged to leave a comment on the infrequent occasion(s) that their start time is greater than 15 minutes from their timestamped sign-in time.

      Supervisors will have access to a report showing the difference between employees' start and timestamped sign-in times and if a significant discrepancy or pattern exists, the supervisor should review the matter with the employee. If the supervisor believes that the issue may lead to formal disciplinary action, the employee may request to have a Union representative present at said discussion.

   b. The eDFS Tool will not allow for a start time prior to 6:30 AM.

Employees working preapproved travel compensatory time, overtime, or compensatory time should abide by the appropriate procedures.

c. **At the end of their workday**, employees will sign-out using the eDFS Tool. The time at which the employee enters into eDFS is his/her official ending time. The system will "timestamp" his/her sign-out time.

   There is a general expectation that the employee's reported end time and timestamped sign-out time should not deviate by more than the few minutes it takes to power off the employee's computer. A comment box is provided and employees are encouraged to leave a comment on the infrequent occasion(s) that their end time is greater than 15 minutes from their timestamped sign-out time.

   At the time the employee signs-out (via eDFS), he/she will enter any and all leave taken during the course of the workday in order to account for any atypical variances in the employee's regular hours of work (such as an extended lunch, or unexpected personal/emergency situation that required the employee to take unscheduled leave, etc.); as well as any departures from the employee's regular schedule that would necessitate amending his/her hours worked to reflect that he/she did not take his/her normal standing lunch break for the day (i.e., such as working a half or partial day and signing out prior to the end of the lunch band hours (11 AM to 1 PM) without taking a lunch).

   Supervisors will have access to a report showing the difference between employees' end and timestamped sign-out times and if a significant discrepancy or pattern exists, the supervisor should review the matter with the employee. If the supervisor believes that the issue may lead to formal disciplinary action, the employee may request to have a Union representative present at said discussion.

d. Employees should be cognizant of the limitations on earning credit hours outlined in Section 5.4 (Credit Hour Provisions) as well as the 6:30 PM cutoff for hours earned under DFS. Without prior approval for overtime or compensatory time, employees on DFS that work beyond 6:30 PM or beyond their credit hour limit will **not** receive credit for those hours. Further, the employee's end time will reflect those "max times" as their official end time.

e. Employees on travel status (i.e. on either a no-cost local, or regular Travel Authorization (TA)) to participate in out-of-office events should select the "travel" option in the Workplace menu in the eDFS Tool. The Tool will automatically assign 8 hours, so the employee does not have to sign-in or out. To earn credit hours while on travel (if and when permissible), the employee should either have his/her timekeeper or

supervisor sign him/her in/out via the eDFS Tool, OR take his/her laptop and sign-in and out each day.

f. Employees in training should select the "training" option in the Workplace menu in the DFS tool. The tool will automatically assign 8 hours, so the employee does not have to sign-in or out. To earn credit hours during a training day (if and when permissible), the employee should either have his/her timekeeper or supervisor sign him/her in/out via the eDFS Tool, OR take his/her laptop and sign-in and out each day.

g. In the event the eDFS Tool is inaccessible to an employee (for instance: due to a network outage either onsite at EPA R6 or from an employee's Alternate Work Location/Remote location), the employee will be required to contact his/her immediate supervisor or timekeeper and relay his/her official start time and/or end time for the day. Once the eDFS Tool is back online/accessible again, employees will need to enter in their respective start/end times into the Tool and are encouraged to enter an explanation referencing the outage/period or inaccessibility in the optional comment field.

2. **Overtime/Compensatory Time**
   Employees on a DFS may earn overtime and/or compensatory time in accordance with applicable rules and regulations. Employees on flexible work schedules may not earn overtime pay as a result of including "suffered or permitted" hours (under the FLSA) as hours of work.[1]

3. **Excused Absence**
   Employees on a DFS may be granted excused absence with pay under the same circumstances as employees covered by other work schedules. For purposes of determining excused absences, employees shall designate their "normal work schedule" on the DFS request form. Supervisors may request a revision to the designation if demonstrated work patterns differ significantly from the designated "normal work schedule."

4. **Tardiness**
   Under a DFS, you are considered tardy if you begin work after the start of the

[1] Suffered or permitted work means any work performed by an employee for the benefit of an agency, whether requested or not, provided the employee's supervisor knows or has reason to believe that the work is being performed and has an opportunity to prevent the work from being performed (5 CFR § 551.104). Examples of "suffer or permit to work" include scenarios such as when an employee voluntarily continues to work at the end of regular working hours without prior supervisory approval—he/she may need to finish an assigned task, prepare reports, respond to an Agency Mission Related emergency, or he/she may take work home to complete in the evening or on weekends to meet a deadline, etc.

core hours and such time must be charged to leave or credit hours with an accompanying absence request.

5. **Credit Hour Provisions**
    a. **General Provisions**
        i. All full-time employees who have elected and been approved for participation in a DFS may accrue credit hours consistent with the provisions and requirements of this supplement. Part-time employees who have elected and been approved for participation in a DFS are covered on those days that they work an 8-hour tour. Employees may not combine credit hours with any other work schedule.

        ii. Credit hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by management. Credit hours must be worked within the Flexible Bands.

        iii. Employees with accrued credit hours may not change to a fixed work schedule until all credit hours have been expended.

        iv. Full time employees receive pay for a maximum of 24 hours of unused credit hours when they separate by retirement, transfer to another agency outside the EPA, or when no longer subject to a flexible work schedule with credit hours. For a part time employee, the limit is one-quarter of the employee's biweekly work requirement. An employee may not be compensated for credit hours for any other reason.

        v. When an employee uses credit hours (as a form of leave), such hours are to be counted as a part of the basic work requirement to which they are applied. An employee is entitled to his or her rate of basic pay for credit hours. Credit hours may not be used by an employee to create or increase entitlement to overtime pay.

    b. **Authorization of Credit Hours**
        i. The Supervisor's approval of an employee's election to work a Daily Flexible Schedule shall constitute authorization for the employee to work credit hours. Thereafter, credit hours are worked at the election of the employee consistent with this supplement.

        ii. If the employee has elected to work credit hours and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

6. **Signing/Accounting for Credit Hours**
   All employees will account for credit hours worked on the eDFS Tool provided by management.

7. **Earning Credit Hours**
    a. Under normal circumstances, an employee may earn a maximum of two (2) credit hours per workday. In special workload circumstances involving a degree of urgency, supervisors may authorize up to an additional one and one-half (1.5) hours per day.[2]

    b. Full-time employees may not accrue a balance in excess of twenty-four (24) hours. Part-time employees may not accrue a balance in excess of one-fourth of their biweekly work requirement.

    c. Employees may earn credit hours in an initial increment of one-half hour and subsequent increments of one-quarter hour.

    d. All credit hours must be accrued within the Flexible Band.

    e. Credit hours must be earned in advance of their use.

8. **Using Earned Credit Hours**
    a. Credit hour use will be requested in the same manner that other leave types are requested. Except in workload circumstances involving a degree of urgency, the Supervisor's approval to use credit hours shall be routine.

    b. Employees may use credit hours in increments of one-quarter hour.

    c. In the event of an Agency closure or early dismissal, an employee will only be charged for credit hours that have been used or scheduled to be used at the time of the closure or dismissal.[3]

9. **Carry Over of Credit Hours**
    Subject to the credit hour limitations set forth in *Section 5a. Paragraph iv.* of the Credit Hour Provisions (above), accrued credit hours may be carried over from the pay period in which they were earned to succeeding biweekly pay periods.

SECTION 7. GENERAL REQUIREMENTS

1. Employees wishing to participate in an AWS, or change an approved AWS shall submit a request to their immediate supervisor. A request to change an approved AWS must include a reason for the change. If an employee's request to participate/change must be disapproved or if the supervisor subsequently

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[2] Note: The supervisor will need to manually override the eDFS Tool's 2 credit hour limit in order for the employee to record the earning of the additional credit hours.

[3] This condition is consistent with Article 25, Section 8 of the 2007 AFGE/EPA Master Collective Bargaining Agreement. In the event the provision of National Agreement is revised, this condition shall be superseded by the revision to the National Agreement.

determines that an employee can no longer participate, the supervisor will provide the reason in writing to the employee.

2. No employee may combine DFS, FWS and a CWS.[4]

3. In-Office Training and Meetings: Consistent with operational needs, training, meetings and travel will be scheduled to minimize interference with the use of the flexible bands. On days that training and/or meetings are scheduled, employees will arrange their time of arrival and departure so as to be present for such training and/or meetings.

4. Out-of-Office Training and Events: Employees scheduled to be out of the office for training, court leave, or other events will arrange their time of arrival and departure to correspond with the starting and stopping times of the event. Nothing in this paragraph changes the basic work requirement.

5. Breaks: To the extent feasible, management will continue existing break arrangements.

6. Lunch: The established lunch period in Region 6 begins at 11:00am. Employees should leave for lunch no sooner than 11:00am and no later than 1:00pm. Exceptions to this time frame may be made in cases of workload exigencies—Employees should consult with their supervisor to request an exception. Lunch breaks are normally 30 minutes. However, on the DFS Schedule Request form, employees may elect to take either 45 minutes or 60 minutes for lunch, which would extend the length of the work day. Employees are not allowed to "skip" lunch so as to leave work early. Employees on duty from 11:00am to 1:00pm are required to take a lunch break. The only exception to this rule is that employees working a total of 4 hours or less will not be required to take a lunch break, regardless of whether they worked through the entire lunch period.

SECTION 8. ABUSE

The parties recognize that willfully falsifying time and attendance information and failure to comply fully with the governing rules may result in:

1. Appropriate disciplinary action.

2. Prohibition from participating in the Alternate Work Schedule Program and the supervisor determining the employee's work schedule.

SECTION 9. IMPLEMENTATION

1. The provisions of this agreement do not modify applicable laws and regulations. An electronic copy of this agreement will be widely publicized, and placed on the EPA intranet.

[4] However, an employee on DFS may elect to "mimic" a CWS via their accrual and use of credit hours as long as the credit hours are earned and have advance supervisory approval.

2. Guidelines and instructions for using the eDFS timekeeping tool will be developed, widely publicized, and placed on the EPA intranet.

3. The Agency will provide training to all employees on the use of the eDFS timekeeping tool prior to implementation.

4. A list of questions and answers related to eDFS is attached.

5. Because data in eDFS will be migrated from the Lotus Notes DFS database, the parties agree staff will be permitted to review and submit documents to address any credit hour discrepancies due to the migration for a period of 30 days after this agreement has been made effective. The parties further agree that claims of lost credit hours due to the migration will be untimely if made after the 30th day from the agreement effective date.

SECTION 10. REOPENER
Management does not intend to discontinue any of the options expressed in this Supplement unless an adverse-agency impact can be demonstrated. This agreement may be reopened by mutual consent.

SECTION 11. SUPERSESSION
This Supplement supersedes all previous versions (No.'s 1 & 2) pertaining to the Hours of Work Article of the National Agreement.

Also, in the event this Supplement conflicts, corrects, clarifies and/or modifies the provisions found in R6-3160.4, the language and provisions in this Supplemental Agreement will take precedence.

SECTION 12: EFFECTIVE DATE
This Supplement is effective as of the date of signature by both parties. The parties agree that the transition from paper sign-in sheets will occur no later than 4 pay periods after approval.

SECTION 13. SIGNATURE/DATE
The parties agree to the Supplement as written above.

For AFGE Local 1003:

3/23/17

Clovis Steib **Date**
President, AFGE Local 1003

For Management:

3/24/17

James McDonald **Date**
Assistant Regional Administrator
for Management Division
U.S. EPA Region

Negotiators:

For Management: Tony Clifton, Labor & Employee Relations Specialist
Management Division

Margaret Osbourne, Chief, Air Toxics Enforcement Section
Compliance Assurance & Enforcement Division

Craig Carroll, Chief, Pesticides/Toxics Section
Multimedia Division

For the Union: Clovis Steib, President
AFGE Local 1003

Appendix

APPENDIX
eDFS Frequently Asked Questions and Answers

Q: What is the basis for the 15-minute prompt to enter a comment?

A: The employee is requested (but not required) to leave a comment if signing in/out more than 15 minutes from their start or end time. The data from the 18-month pilot in the Enforcement Division as well as information from the IT group indicated that the vast majority of employees should be able to log in and sign into the system within 15 minutes. The yellow prompt box pops up if the employee is signing in/out outside of that 15-minute window to provide the employee an opportunity to explain the delay.

Q: Do I have to also send an email to my supervisor and/or timekeeper when I start work while on telework?

A: No, the new electronic sign in system renders the previous policy of having to call or email when working DFS on telework redundant and unnecessary. You should sign in and out of eDFS just like you're in the office. Please select one of the "Telework" options under "Workplace" when teleworking from an AWL.

Q: What if I can't access the system while on travel?

A: If you do not plan to earn credit hours while on travel, you can select "travel" under the workplace dropdown and the system will assign 8 hours for each travel day. If earning credit hours while on travel, employees should try to use this system as their sign-in/out system to the extent possible. In the event the DFS tool is inaccessible to an employee on travel, the employee should contact his/her immediate supervisor or timekeeper and relay his/her official start time and/or end time.

Q: What should I do if I'm in training?

A: You can select "training" under the workplace dropdown and the system will assign 8 hours for each training day. If earning credit hours on a day that you're taking training (for example, you arrive early to a training at the Addison facility and work a few hours before the training starts), employees should try to use this system as their sign-in/out system to the extent possible. In the event the DFS tool is inaccessible to an employee while in training, the employee should contact his/her immediate supervisor or timekeeper and relay his/her official start time and/or end time. Credit hours cannot be earned if training or homework is required by an agency. If training is required, it does not constitute hours that an employee elects to work with supervisory approval. (See the definition of credit hours in 5 U.S.C. 6121(4).)

Q: What if I need to change the time that I signed in or out?

A: You can change your sign-in time up until the point you hit the "Save and Timestamp" button and close out the record. At that point, either your supervisor

Management: Eric Fis Date: 3/24/17

Union: CHS Date: 3/23/17

or a timekeeper can change the entry but the employee cannot. You can change your sign-out time at any point that day, but you cannot adjust the entry the following day. The system will timestamp the last time of data entry.

Q: Can I populate my schedule in advance?

A: No. This system is set up for real-time time reporting just like the paper logs. You can pre-populate leave taken, travel, and training, but employees should not enter start or end times in advance.

Q: Why didn't this agreement change any of the other rules related to DFS, like core hours or flexible bands?

A: The eDFS project was isolated to switching sign-in/out procedures from the paper logs to an electronic format and was not a vehicle for negotiating new DFS rules.

Q: Which balance will be used as the starting balance for the new system?

A: On the Saturday before region-wide implementation, the system administrator will import the last pay period and balance for each employee from the timekeepers' DFS database in Lotus Notes. We recommend that employees ensure that balance is correct to the extent possible. Employees will have 30 days to report inconsistencies between their eDFS balance and their Leave and Earnings statements after regional implementation and should work with their timekeeper and/or supervisor to reconcile.

Q: Will I know if someone else goes in and changes my records?

A: Only the employee, timekeepers, and supervisors will have access to make changes to an employee's record. The "Audit Report" tracks changes made and by whom and employees will have access to that report.

Q: Does this system automatically feed into the People Plus system?

A: Unfortunately not, but the "Employee PP Reconciliation Report" provides a summary table formatted like People Plus to make pay period time entry as easy as possible.

Management: TCA Sac Date: 3/24/17

Union: CHS Date: 3/23/17

Additional Frequently Asked Questions (FAQs)

Q1: The DFS rules say the morning flexible band is 6:30am - 9:00am. Employees cannot start work before 6:30am. Does this rule apply to CWS employees?

A1: Yes. Any time worked before 6:30am or after 6:30pm would come under the overtime/compensatory time rules, and must be approved in advance by the supervisor.

Q2: I am on DFS. I know the morning flexible band is 6:30am - 9:00am, but suppose I hit a lot of traffic, or have a flat tire, and don't make it in until 9:20am. Do I have to take leave? I thought I could just make it up in the afternoon.

A2: Employees on DFS are required to be on duty by 9:00am, or account for their absence with some form of leave. They do not have the ability to "just make it up" in the afternoon. They may take credit hours or annual leave. If they were late because of an early morning doctor's appointment, or some other medical reason, they could even take sick leave.

NOTE: If an employee takes leave to cover the absence, they should get the full benefit of that leave and not be required to work until the approved leave has passed. If an employee on DFS chooses to split leave between the beginning and ending of the day, that would preclude their ability to earn credit hours that day. Credit hours are an extension of the regular work day. A work day that ends with a period of leave cannot be extended to earn credit hours.

Q3: I am on CWS. I am scheduled to work 7:00am - 4:30pm. What am I supposed to do if I don't arrive until 7:25am? Don't I automatically get up to 59 minutes of administrative leave for these situations?

A3: Chapter 9 of the EPA Leave Manual, "Excused Absence," states that tardiness and other brief absences from duty (for periods of less than one hour) may be handled in any of the following ways:

- excuse the employee for adequate reasons
- require additional work equivalent to the period of absence or tardiness
- charge against compensatory time the employee has to their credit
- charge against annual leave
- charge as leave without pay
- charge as absence without leave

The choice on how to handle the absence is the supervisor's, except that charges to leave or leave without pay (LWOP) can only be done if the employee agrees to and requests the charge. Supervisors are not expected to just excuse the tardiness, unless it occurs infrequently and irregularly. Employees are not "entitled" to routine administrative leave for being tardy. Employees are responsible for notifying their supervisor whenever they are tardy and discussing with the supervisor how the tardiness will be handled.

As indicated in Q2, two of these options (excused leave and requiring additional work) are NOT available to employees on DFS.

Q4: What are the rules for going to the fitness Center if I'm on DFS? CWS?

A4: Regional Order R6-1440.6, "EPA Region 6 Fitness Center Operation," covers many of the rules governing use of the fitness center. The fitness center may NOT be used by employees

while in work status (i.e., on duty time).*

DFS employees can only use the center before work, after work, during the lunch period, or during a period of leave. Employees who want to extend their lunch period or take some other time during the day to use the center must request to use annual leave or credit hours.

CWS employees can also use the center before work, after work, during the lunch period, or during a period of leave. However, with written supervisory approval, they may rearrange their work hours to allow additional workout time in conjunction with their lunch period, or other periods during the day. In this case, a leave request would not be required. However, the employee must extend their work day by a period of time equal to the time they spend in the fitness center. Refer to R6-1440.6 for additional information.

Q5: What do I need to do if I am on DFS and forget to sign in when I first arrive?

A5: If this occurs, you should sign in as soon as possible with your actual start time and notify your supervisor. It is your responsibility to sign in as soon as you arrive at the office. You are encouraged to also explain the reason for signing in late in the available comment box in eDFS.

Credit Hours

Q6: I know we can only earn credit hours up to 6:30pm, but the policy also says supervisors can approve, under "workload circumstances involving a degree of urgency," an additional 1.5 hours. Does this mean the supervisor can approve me to work past 6:30pm and earn credit hours if we have such workload circumstances?

A6: No. All credit hours MUST be earned during the flexible band which is 6:30am - 6:30pm. To get approval to work the extra 1.5 hours (in the above example), the employee must arrive at work early enough to get the time in before 6:30pm. Employees who need to work past 6:30pm should request overtime or compensatory time.

Q7: Can I exceed the earned credit-hours-balance-limit (maximum of 24 credit hours), as long as I use any hours excess of the 24-hour-balance-limit before the end of the pay period?

A7: No. Your credit hour balance can never exceed 24 hours. The eDFS credit hour tracking system has this limit built into the program. When your balance reaches 24 hours, no additional hours will accumulate.

Q8: I understand that the credit hours you've earned are yours to use whenever you want to. For example, if I need to run an errand for a couple hours during the day, all I need to do is sign-out when I leave, sign back in when I return, and then provide my supervisor with an electronic leave request via PeoplePlus to let him know I was gone.

A8: Credit hour usage is governed by the same considerations which apply to our other types of leave. Ideally, the supervisor should be consulted BEFORE you leave in order to approve your absence. Except in workload circumstances involving a degree of urgency, the Supervisor's approval to use an employee's request to use credit hours, shall be routine.

They may request that you wait until you get back to submit your request in PeoplePlus, since you may not know the beginning and ending times when you leave, but they should be aware of, and must approve, your absence before you go.

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* An Agency policy allowing some staff to exercise during working hours would supersede this guidance.

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In addition, employees do not sign out and then back in when they have periods of leave during the middle of the day. There should be only one sign-in and one sign-out each day via the eDFS Tool.

Leave Issues

Q9: I am on DFS and I normally work 7:00am - 3:30pm. If I'm running late and don't get here until 9:00am, can I take annual leave from 7:00am - 9:00am so I can leave at my regular time?

A9: No. Employees on DFS cannot take leave before 9:00am. However, you could submit a leave slip for two hours in the afternoon (3:30pm -5:30pm) and accomplish the same purpose.

Flexiplace

Q10: I am on both DFS and regular telework/flexiplace. On the days that I work at my alternate work location, I revert to my fixed schedule of 7:00am - 3:30pm so I don't have to sign-in or sign-out. Is this correct?

A10: No. Employees may not mix DFS and fixed work schedules - you must be on one or the other for the entire pay period. DFS employees working at home must sign in when they begin work each day, and sign out at the end of the day using the eDFS Tool.

Miscellaneous

Q11: I know the limit on the credit hours balance is 24 hours, but I also heard there was a limit on compensatory time balances. Can you explain?

A11: Normally, employees may accumulate up to 60 hours of compensatory time. With certain higher approvals (in Region 6 this means the Assistant Regional Administrator for Management), up to 80 hours may be accumulated.

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