

REGION 8 SUPPLEMENT NO. 3
TO THE
MASTER COLLECTIVE BARGAINING AGREEMENT BETWEEN EPA AND AFGE

ARTICLE 22 - HOURS OF WORK

Supplement No.3 (Supplement) to the Master Collective Bargaining Agreement Between EPA and AFGE (National Agreement) is entered into by and between the Environmental Protection Agency, Region 8, herein referred to as Management, and the American Federation of Government Employees, Local 3607, herein referred to as the Union. The purpose of this Supplement is to set forth the parties agreement with respect to Hours of Work.

This Agreement supersedes Supplement to Article 10 - Hours of Work entered into January 12, 1983 and the Amendment to the Supplemental Agreement on Article 22, Hours of Work entered into on August 8, 1997.

The primary objective of this Agreement is to meet/exceed agency program goals while providing work schedule flexibility to employees and enhance the quality of the work environment. Flexible and Compressed Work Schedules, 5 U.S.C. Chapter 61, provides employees the flexibility to establish their biweekly work schedules, subject to supervisory approval, to best meet the needs of their jobs and personal life.

This Supplement incorporates the previous work schedules and establishes two new alternative work schedule provisions which may be elected by employees. Employees may elect any of the schedules described in this Supplement, subject to supervisory approval.

SECTION 1: DEFINITIONS

- A. "Alternative Work Schedule" (AWS)** means a schedule other than the traditional eight hour fixed shift. Daily Flexible Schedules (DFS) and Compressed Work Schedules (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 is required 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, either required by management or requested by the employee and approved by management.
- D. "Compressed Work Schedule" (CWS)** requires a fixed schedule where the employee may fulfill the bi-weekly work requirement in less than ten workdays in the pay period. Arrival and departure times are fixed. Region 8 offers a new "4/10" compressed work schedule where employees may elect to work 10 hours per day Monday through Thursday, having each Friday of the pay period off. Region 8 also offers a "5-4-9"

compressed work schedule. An employee will work nine hours per day during eight days of a bi-weekly pay period and eight hours on a ninth day to complete the basic work requirement of 80 hours for the pay period. The 10th day the employee is off duty. Friday of either week will be the day off. The employee may choose one of several starting time/quitting time options. The earning and use of credit hours are not permitted under these schedules.

- E.** "**Core Hours**" means that period of time when all full-time employees are expected to be at work or are required to account for their absence by leave or otherwise. In EPA Region 8 the core hours are 9:00 A.M. to 2:30 P.M., Monday through Friday.
- F.** "**Credit hours**" means those hours worked in excess of an employee's basic work requirement which an employee on a Daily Flexible Schedule or Flexitour elects to work so as to vary the length of a subsequent workday.
- G.** "**Customer Service Hours**" means those hours, during which all offices of Region 8 are expected to be adequately staffed in order to provide a full range of services for local, regional and national needs. Customer service hours are 8:00 A.M. to 5:00 P.M., Monday through Friday.
- H.** "**Daily Flexible Schedule**" (**DFS**) means an eight hour work day in which the employee may vary the time of arrival and/or departure on a daily basis in accordance with this agreement. This flexible work schedule includes all Core Hours and is supplemented by portions of the Flexible Bands.
- I.** "**Flexible Bands**" are the specific periods of the workday during which employees may opt to vary their arrival and departure times. In EPA Region 8 the Flexible Bands are 6:00 A.M. to 9:00 A.M. and 2:30 P.M. to 6:00 P.M.
- J.** "**Employee**" means an AFGE bargaining unit employee of EPA Region 8.
- K.** "**Flexitour**" means that a full-time employee will work eight hours per day for each of the 10 workdays in a bi-weekly pay period to complete the basic work requirement of 80 hours for the pay period. The employee may choose one of several starting time/quitting time options, including the potential of different daily starting times during the pay period. This flexible work schedule includes all Core Hours and is supplemented by portions of the Flexible Bands.
- L.** "**Sign-in/Sign-out Sheet**" is a time and attendance roster maintained in each organizational unit. The sheet registers the sequential order of arrival and departure times for those employees on a Daily Flexible Schedule. A separate sheet is used to document the earning of credit hours.
- M.** "**Tour of Duty**" under a flexible work schedule means the limits set by an agency within

which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed work schedule, tour of duty is synonymous with basic work requirement.

SECTION 2: HOURS OF WORK

- A.** Hours of work for employees shall be in accordance with applicable law and regulations. Should any area be identified to be in conflict with applicable laws or regulations, appropriate changes will be made.
- B.** Employees submit a work schedule request form to the supervisor. Subject to supervisory approval, employees may elect to work any of the schedules identified below:
 - 1.** 5/4/9 (CWS), or
 - 2.** 4/10 (CWS), or
 - 3.** Flexitour schedule, or
 - 4.** Daily Flexible Schedule (DFS)

C. Responsibilities

While these options are generally designed to accommodate employee and environmental needs, there must be a balance among alternative work schedules, workload, quality of work and mission accomplishment. Therefore, the responsibility for successful implementation of these options must be shared by all concerned.

1. SUPERVISORS are responsible for:

- a.** Insuring that there is adequate office coverage each work day and that any approved schedules do not interfere with the mission of their organization.
- b.** Approving/disapproving, changing, or cancelling specific work schedules in accordance with the Supplement; and coordinating work schedules among the employees in their group.
- c.** Ensuring that accurate time and attendance records are maintained.

2. EMPLOYEES are responsible for:

- a.** Adhering to policies and procedures of this supplement as approved in advance by

their supervisor.

- b. Maintaining productivity in both the quality and quantity of work produced.
- c. Cooperating with their supervisor and other employees within the work group to assist in coordinating schedules and providing backup support to ensure adequate office coverage.
- d. Appropriately completing sign-in/out sheet if on the Daily Flexible Schedule or if earning Credit Hours.

SECTION 3: GENERAL PROVISIONS

A. 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.

B. 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. When an employee is required to travel, participate in a training course, or serve where the hours of work are different from the employee's regular work schedule, both the employee and the supervisor will make individual adjustments in the employee's work schedule on a case-by-case basis to insure that 40 hours are worked in a week or 80 hours are worked in the bi-weekly pay period. The adjustment need not require the employee to revert to a normal 8-hour per day schedule. In cases where the training, travel, conference, or temporary assignments do not conflict with the normal work schedule, no change is necessary.

C. Lunch and Breaks

An unpaid lunch/exercise period must be taken for work schedules exceeding 6 hours per day. The lunch/exercise period will be 30 minutes, 45 minutes or one hour. For employees on a fixed schedule, the employee must designate a length of time for each day. Normally lunch breaks are taken between 11:00 A.M. and 2:00 P.M., unless other arrangements are made with the supervisor. The lunch/exercise period may not be taken at the beginning or end of the work day to shorten the work day and may not be skipped in order to accrue credit hours or provide entitlement to overtime or compensatory time.

D. Overtime/Compensatory Time

Employees may earn overtime and/or compensatory time in accordance with applicable rules and regulations. Employees may not earn overtime pay or compensatory time if it is not ordered and/or approved in advance.

E. Excused Absence

Employees may be granted excused absence with pay under the appropriate circumstances. For purposes of determining excused absences, the anticipated work schedule for employees utilizing the DFS will be used. Supervisors may request a revision to the designation if demonstrated work patterns differ significantly from the designated anticipated work schedule.

F. Tardiness

For individuals under the 4/10, 5-4-9 or flexitour schedules, an employee is considered tardy if he/she begins work after their designated start time. Under a DFS, an employee is considered tardy if he/she begins work after the start of the core hours and such time must be charged to leave or credit hours.

G. Schedule Approval/Disapproval

Employees wishing to designate or change a work schedule shall submit a request form to their immediate supervisor. Work schedules which are selected and approved will be maintained by the employee for a minimum of four pay periods. Requested changes must be made at least two days prior to the end of the scheduled pay period to be effective the following pay period. If an employee's request to participate must be disapproved or if the supervisor subsequently determines that an employee can no longer participate, the supervisor will provide the legitimate work related reason in writing to the employee. An employee may submit a grievance when a request to participate is disapproved or a decision is made that they may no longer participate in a schedule.

SECTION 4: 5/4/9 COMPRESSED WORK SCHEDULE (CWS)

Region 8 provides the option of working a 5/4/9 compressed work schedule. The 5/4/9 compressed work schedule consists of eight nine-hour workdays, one eight-hour workday, and one designated Friday off during each pay period. Both the starting times of each day and the designated Friday off are worked out between the supervisor and the employee, consistent with the chart below. Part-time employees may utilize the various schedules and lunch-hour combinations subject to the supervisor's approval. This could involve any combination of eight and nine hour days. Work schedules which are selected and approved will be maintained by the employee for a minimum of four pay periods.

5/4/9 option with a 30 minute lunch	5/4/9 option with a 45 minute lunch	5/4/9 option with a one hour lunch
6:00 - 3:30	6:00 - 3:45	6:00 - 4:00
6:15 - 3:45	6:15 - 4:00	6:15 - 4:15
6:30 - 4:00	6:30 - 4:15	6:30 - 4:30
6:45 - 4:15	6:45 - 4:30	6:45 - 4:45
7:00 - 4:30	7:00 - 4:45	7:00 - 5:00
7:15 - 4:45	7:15 - 5:00	7:15 - 5:15
7:30 - 5:00	7:30 - 5:15	7:30 - 5:30
7:45 - 5:15	7:45 - 5:30	7:45 - 5:45
8:00 - 5:30	8:00 - 5:45	8:00 - 6:00
8:15 - 5:45	8:15 - 6:00	
8:30 - 6:00		

SECTION 5: 4/10 COMPRESSED WORK SCHEDULE (CWS)

Region 8 provides the option of working a 4/10 compressed work schedule. The 4/10 compressed work schedule consists of eight 10-hour workdays, and each Friday of the pay period as a designated day off. The starting times of each day are worked out between the supervisor and the employee, consistent with the chart identified below. Part-time employees may utilize this schedule to the extent their basic work requirement permits and subject to supervisory approval. Work schedules which are selected and approved will be maintained by the employee for a minimum of four pay periods.

4/10 option with a 30 minute lunch	4/10 option with a 45 minute lunch	4/10 option with a one hour lunch
6:00 - 4:30	6:00 - 4:45	6:00 - 5:00
6:15 - 4:45	6:15 - 5:00	6:15 - 5:15
6:30 - 5:00	6:30 - 5:15	6:30 - 5:30
6:45 - 5:15	6:45 - 5:30	6:45 - 5:45
7:00 - 5:30	7:00 - 5:45	7:00 - 6:00
7:15 - 5:45	7:15 - 5:00	

7:30 - 6:00		
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SECTION 6: FLEXITOUR

Region 8 provides a flexitour option. This means that a full-time employee will work eight hours per day for each of the 10 workdays in a bi-weekly pay period to complete the basic work requirement of 80 hours for the pay period. The employee may choose one of several fixed starting time/quitting time options, including the potential of different daily starting times. For instance an employee may choose, with supervisory approval, to work from 7:00 A.M. to 3:30 P.M. Monday through Thursdays and work 8:30 A.M. to 5:00 P.M. on Fridays. This is an acceptable example of a Flexitour schedule. Part-time employees may utilize this schedule to the extent their basic work requirement permits and subject to supervisory approval.

Flexitour option with a 30 minute lunch	Flexitour option with a 45 minute lunch	Flexitour option with a one hour lunch
6:00 - 2:30	6:00 - 2:45	6:00 - 3:00
6:15 - 2:45	6:15 - 3:00	6:15 - 3:15
6:30 - 3:00	6:30 - 3:15	6:30 - 3:30
6:45 - 3:15	6:45 - 3:30	6:45 - 3:45
7:00 - 3:30	7:00 - 3:45	7:00 - 4:00
7:15 - 3:45	7:15 - 4:00	7:15 - 4:15
7:30 - 4:00	7:30 - 4:15	7:30 - 4:30
7:45 - 4:15	7:45 - 4:30	7:45 - 4:45
8:00 - 4:30	8:00 - 4:45	8:00 - 5:00
8:15 - 4:45	8:15 - 5:00	8:15 - 5:15
8:30 - 5:00	8:30 - 5:15	8:30 - 5:30
8:45 - 5:15	8:45 - 5:30	8:45 - 5:45
9:00 - 5:30	9:00 - 5:45	9:00 - 6:00

SECTION 7: DAILY FLEXIBLE SCHEDULE (DFS)

A. Purpose and Description

This section provides a new work schedule option for employees called the Daily Flexible

Schedule (DFS) and sets forth the procedures to be followed for employees who elect to and are approved to participate in this option. No employee may combine the DFS and CWS. Employees are not required to use Flexible Band hours for medical or dental appointments or other personal matters in place of leave.

A full-time employee electing DFS must account for eight hours of work each day. The employee may vary the time of arrival and/or departure on a daily basis in accordance with this agreement. A flexible work schedule includes Core Hours and is supplemented by portions of the Flexible Bands. "Flexible Bands" are the specific periods of the workday during which employees may opt to vary their arrival and departure times. In EPA Region 8 the Flexible Bands are 6:00 A.M. to 9:00 A.M. and 2:30 P.M. to 6:00 P.M.

B. DFS Basic Work Requirement

A full-time employee on DFS must work or account for eight hours per day, five days per week (Monday through Friday) for a total of 40 hours per week and 80 hours a biweekly pay period. The basic work requirement is composed of two different types of time: core hours and flexible bands. Employees working a DFS must inform their immediate supervisor of their "anticipated" schedule two days prior to the beginning of each pay period if the anticipated schedule is different from the previously submitted schedule. Employees should post their "anticipated" schedule near the entrance to their work space. Employees' schedules may vary from the posted schedule, but employees should continue to update their posted schedule to reflect their anticipated schedule, to the greatest extent possible. Employees are encouraged to contact their supervisor and/or lead if they will be significantly later than their anticipated schedule. Employees are required to contact their supervisor or lead if they will be starting duty more than two hours later than their anticipated schedule. A part-time employee may request a DFS schedule. Specific hours will be worked out with the immediate supervisor to meet the needs of the organization and basic work requirement of the individual.

C. Timekeeping Procedure

1. All employees shall manually sign in/sign out each day for the period worked on a sequential sign in/sign out log which is located in a location within an organizational unit as designated by a supervisor. Each employee is required to enter his or her name, time of arrival and departure, and other exceptions to the normal workday.
2. Failure to follow the procedures identified in C1 above that result in frequent late entries on the log may result in removal from the DFS. Legitimate reasons for late entries such as going directly to a meeting are not considered late entries. Forgetting to sign in is not a legitimate reason for frequent late entries on the log. An employee who fails to sign in immediately upon arrival must note in the comment area the reason for deviating from the established procedure.

3. Employees in travel status will submit their daily hours of work with their travel voucher.
4. Employees who are telecommuting, must submit the hours worked with the Employee Certification of Time & Attendance Report.
5. Each supervisor shall designate one clock as the “official clock.”
6. If an employee arrives at the office prior to beginning of the flexible band, his/her sign-in time will be considered the time the Flexible Band is scheduled to start. If an employee departs the office after the end of the flexible band, his/her sign-out time will be considered the time the Flexible Band is scheduled to end.

SECTION 8. CREDIT HOUR PROVISIONS

A. General Provisions

1. All full-time and part-time employees who have elected and been approved for participation in the Flexitour or DFS may accrue credit hours, up to a maximum of 24 hours, consistent with the provisions and requirements of this supplement. Credit hours may not be earned under any other work schedule.
2. Credit hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by management. Credit hours may only be accrued within the Flexible Bands; i.e., 6:00 - 9:00 A.M. and 2:30 -6:00 P.M.
3. Employees with accrued credit hours may not change to a work schedule not permitting the accrual of credit hours until all credit hours have been expended or forfeited at the employees election.
4. When the supervisor determines that an employee is no longer subject to a Flexitour or Daily Flexible Schedule or when an employee leaves the agency, or when Federal employment ends, the employee must be paid for accumulated credit hours at his or her current hourly rate of pay. Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee. 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.
5. When an employee uses credit hours, 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, and credit hours may not be used by an employee to create or increase entitlement to overtime pay.

B. Authorization of Credit Hours

The supervisor's approval of an employee's election to work a Daily Flexible Schedule or Flexitour constitutes authorization for the employee to work credit hours. Thereafter, credit hours are worked at the election of the employee consistent with this supplement. Credit hours may only be accrued at a flexiplace location with specific advance supervisory approval.

C. Earning Credit Hours

1. Under normal circumstances, an employee may earn a maximum of two credit hours per workday. Supervisors may authorize up to an additional one and one-half (1 ½) hours per day, for a total of 3 ½ hours in one day, provided that no credit hours are earned outside of the Flexible Bands.
2. Full-time employees may not accrue a balance in excess of 24 hours. Part-time employees may not accrue a balance in excess of one-fourth of their bi-weekly work requirement.
3. Credit hours are earned in increments of one-quarter hour.
4. Credit hours must be earned in advance of their use.

D. Using Earned Credit Hours

1. Credit hour use will be requested in the same manner as annual leave, via the Leave Slip on Eforms or the appropriate leave requesting mechanism in place at the time. Approval/disapproval will utilize the same standard as for approving annual leave requests in accordance with the collective bargaining agreement.
2. Employees may use credit hours in increments of one-quarter hour. Employees shall not be subject to any mandatory time period for using credit hours.
3. In the event of an agency closure or early dismissal, an employee will only be charged for credit hours used or are scheduled to be used at the time of the closure or dismissal. This condition is consistent with Article 24, Section 8 of the Master Collective Bargaining Agreement (MCBA). In the event the provision of MCBA is revised, this condition shall be superceded by the revision to the MCBA.

SECTION 9. ABUSE

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

- A. Prohibition from participating in any form of Alternate Work Schedule Program and

the supervisor determining the employee's work schedule; and/or,

B. Appropriate disciplinary action (up to and including removal).

SECTION 10. IMPLEMENTATION/ANALYSIS

The parties agree to establish an Implementation/Evaluation Team with Union and Management representatives. The Team shall have the following responsibilities.

- A.** Prepare and offer joint training for all employees and supervisors on the requirements and provisions of this Supplement.
- 1.** Training shall be mandatory for timekeepers and supervisors and employees electing to work DFS or Flexitour. It is highly encouraged for all others.
 - 2.** Training sessions will be conducted at least four times initially. A training package will be established within 6 months for employees opting to work DFS after the initial training sessions have been conducted.
 - 3.** Publish a Desk Guide outlining the provisions of this Supplement.
- B.** Developing Data Gathering Procedures necessary to track the implementation and progress of the Daily Flexible Schedule option.
- C.** After one year, the team will conduct an analysis and provide an assessment of the DFS. The bargaining team will reconvene to review the report and take appropriate action.
- D.** The provisions of this Supplement are effective as of the date of signature by both parties. The parties agree that the DFS option will be made available to employees no later than 8 weeks after signature.

SECTION 11. REOPENER

Management does not intend to discontinue any of the options expressed in this Supplement unless adverse agency impact can be demonstrated. The parties will reconvene after receipt of the analysis identified in Section 10 above to evaluate whether the Daily Flexible Schedule provisions described herein should be continued as written or modified. This agreement in total, minus any adverse impact, shall remain in full force and effect up until and for three (3) years from the date of approval of the Master Collective Bargaining Agreement between EPA and AFGE and may be extended in one (1) year increments by mutual consent thereafter. However, if additional flexibilities within an approved work schedule are identified in the new national contract, one party may request negotiations only to consider those additional flexibilities. It is likewise understood that should the new national contract require the adoption of the national contract language with no means of exception, in whole or in part, this agreement is null and

void.

The parties agree to the Supplement as written above.

Signature/Date:

FOR AFGE 3607:

FOR MANAGEMENT:

Kevin Orendorf
AFGE Local 3607

Dean W. Teasdale
EPA Management Team

Margaret Collins
AWS Chief Negotiator