

**BY ORDER OF THE
SECRETARY OF THE AIR FORCE**

AIR FORCE INSTRUCTION 36-807



21 JUNE 1999

**AIR UNIVERSITY
Supplement**

9 AUGUST 2012

Personnel

**WEEKLY AND DAILY SCHEDULING OF
WORK AND HOLIDAY OBSERVANCES**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements AFPD 36-8, Employee Benefits and Entitlements, by providing guidance and procedures supervisors need to schedule civilian employees (except non-US citizen employees employed outside the United States and the District of Columbia) for work and holiday observances. It tells how to establish work schedules, rest and lunch periods, make ready and clean-up time. It describes work subject to premium pay and shows how to get approval for holiday work.

(AU) This supplement implements and extends the guidance in AFI 36-807. It provides guidance for Flexible Work Schedules (FWS). Refer recommended changes and/or corrections to this publication to the Office of Primary Responsibility (OPR) using the AF Form 847, *Recommendation for Change of Publication*, through your chain of command. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS) located at <https://www.my.af.mil/afirms/afirms/afirms/rims.cfm>. This publication applies to all appropriated fund civilian employees of Air University (AU) and

the 42d Air Base Wing (ABW), who work an 8-hour per day, 40-hour per week daytime work schedule where the organization is not required to cover hours outside the 0730-1630 time frame in order to meet mission requirements; it does not apply to AFRC, ANG, or tenant units.

SUMMARY OF CHANGES

This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph 2.3, (re-numbering the remaining terms and definitions in paragraph 2), and authorizes MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para 3.3). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para 3.2). IC 99-1 assigns numbers to material in paragraphs 4.2, 4.3, and 4.4 which had previously been listed with bullets, and adds Attachment 2, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at Attachment 3.

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1. Scope of Applicability. This instruction applies Air Force-wide, to appropriated fund civilian employees, including US Air Force Reserve (USAFR) and Air National Guard Title 5, United States Code.

2. Terms and Definitions. The following terms and definitions are used in this instruction.

2.1. **Administrative Workweek.** The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the day of duty extends into the next calendar day or into the following administrative workweek.

2.2. **Alternative Work Schedules (AWS).** Work schedules made up of flexible or compressed schedules.

2.2. **(AU)** See Attachment 4 for guidance on Flexible Work Schedules.

2.3. **Alternative Workplace Arrangements (AWA).** Working under a flexiplace arrangement, either at home or other approved location(s), such as a telecommuting center (See [Attachment 2](#) for a sample agreement).

2.4. **Basic Workweek.** The days and hours of an administrative workweek which make up a full-time employee's regularly scheduled 40-hour workweek.

2.5. **Compressed Schedule.** Compressed schedule means for a full-time employee, an 80-hour biweekly basic work requirement which is scheduled in less than 10 workdays. In the case of a part-time employee, it is a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays.

2.6. **First 40-Hours.** The first 40 hours of duty performed within a period of no more than six days of the administrative workweek may be established as the basic workweek when it is impractical to prescribe a regular schedule of definite hours of duty each workday.

2.7. **Flexible Schedule.** Flexible schedule is that portion of the work day during which the employee has the option to select and vary starting and stopping times within established limits set by installation level approving officials for AWS.

2.7. **(AU)** See Attachment 4 for guidance on Flexible Work Schedules.

2.8. **Holiday Work.** Work performed on a legal holiday or the day observed as a holiday.

2.9. **Observed Day.** Observed day is a holiday in which employees are given time off on a day other than the date which the holiday actually falls on.

2.10. **Part Time.** In some circumstances it is not possible to obtain or use an employee's services for the full 40-hour workweek. Part time tours of duty may be authorized when service on a regular, repetitive basis is required at least one day during each administrative workweek, however, additional service may be required during the remainder of the administrative workweek.

2.11. **Regular Tour of Duty.** The regular tour of duty for Air Force employees is five 8-hour days, Monday through Friday.

2.12. Special Tour of Duty for Educational Purposes. A special tour of duty of no less than 40 hours in an administrative workweek which may be established by supervisors to permit employees to take courses at nearby educational institutions.

2.13. Standby. Certain types of work require employees to remain at their duty stations for long periods of duty, a substantial part of which is standby time. For example, the tour of duty for firefighters generally is a 72-hour workweek of three 24-hour days. The tour is scheduled so that the employee is on duty three alternate 24-hour shifts during each administrative workweek, and deviations from this tour are kept to a minimum. The basic weekly tour of duty for fire chiefs, assistant fire chiefs, fire prevention inspectors, and similar fire protection personnel is 40-hour workweek of five 8-hour days unless the duties of the position require substantial amounts of standby time.

2.14. Uncommon Tour of Duty. Any 40-hour basic workweek scheduled to include Saturday and or Sunday, for four workdays or less but not more than six days of the administrative workweek. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can thus be reduced without imposing undue hardship on employees.

3. Basic Authority:

3.1. Installation Commanders. Installation Commanders establish the hours for opening and closing the installation.

3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJCOMs/FOAs/DRUs approve AWS and AWA programs, unless they delegate this authority to installation commanders as provided in [3.3](#).

3.2.1. Organization and tenant commanders may also establish regularly scheduled tours of duty of more than 40 hours within the administrative workweek when such action is essential to mission accomplishment, and when other administrative action such as changes in authorized staffing or detail of personnel is neither feasible or desirable. Except under extraordinary circumstances, a tour of duty which includes regular overtime should not extend beyond 48 hours in an administrative workweek. Organization and tenant commanders may extend the regularly scheduled administrative workweek to any length exceeding 40 hours when emergency conditions exist and it is necessary for mission accomplishment. The extension of the tour of duty will be subject to the requirements of applicable laws and regulations.

3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU)

are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders

3.4. Supervisors. Supervisors will generally schedule employee's work on the same hours each day, and breaks in excess of one hour during a day will not be permitted. Supervisors must give a minimum of one week's notice to employees when they are to be assigned to a different tour of duty or to different hours of duty except as provided under AWS or for educational purposes.

3.4.1. Commanders may grant an exception to this requirement when circumstances preclude compliance, for example, when a change in shifts by a contractor requires immediate corresponding change in the tour of inspectors, or when normal operations are interrupted by events beyond the control of management, such as, fire, flood, breakdown of equipment. Commanders assure that changes in established work schedules are kept to a minimum and made only when necessary to resolve operational problems.

4. Tours of Duty:

4.1. Tours of Duty for Educational Purposes. Supervisors may establish special tours of duty for educational purposes.

4.1.1. Employees who are on special tours of duty for educational purposes cannot be paid premium pay solely because the rescheduling of his or her tour of duty causes him or her to work on a day, or during the hours of a day, when premium pay would otherwise be required.

4.1.2. Supervisors are not prohibited from assigning an employee to a regularly scheduled shift requiring premium pay, for example, night pay, since no additional costs are incurred. Supervisors must notify the civilian payroll office when an employee is assigned to or changed from a special tour of duty to prevent inadvertent payment of premium pay. Supervisors must maintain a record of these tours of duty for the purpose of responding to Office of Personnel Management (OPM) inquiries.

4.2. Posting Work Schedules. Supervisors must post copies of work schedules for all tours of duty, except regular Monday through Friday tours, which include the names of assigned employees in the work area. Supervisors must maintain a copy of employee's work schedules in their operating office. Supervisors:

4.2.1. Post a written statement of actual work requirements for standby tours of duty.

4.2.2. Give employees with regularly scheduled 60 or 72 hour standby tours of duty 30 calendar days notice of any reduction in the percentage of premium pay resulting from a change in work requirements.

4.2.3. Give employees with regularly scheduled 40-hour tours of duty plus scheduled standby time as much notice as possible when changing their duty schedule.

4.2.4. Review work requirements periodically for changes which may affect the payment of premium compensation and revise work schedules where necessary.

4.3. Scheduling Rest Periods. Supervisors may schedule short rest periods, not exceeding 15 minutes during each four hours of continuous work, when the supervisor believes the rest

periods will be of benefit to the service. (NOTE: Supervisors must adhere to applicable labor management agreements if they contain provisions for the granting of rest periods.)

4.3.1. Criteria to be followed by supervisors in determining the justification for granting rest periods are:

4.3.1.1. Protection of employee's health by relieving them from hazardous work or very physical work.

4.3.1.2. Reduce the accident rate by removing the fatigue potential.

4.3.1.3. Relieve those who work in confined spaces.

4.3.1.4. Increasing or maintaining a high quality or quantity production.

4.4. Scheduling Lunch Periods. When supervisors schedule lunch (or other meal) periods, during which the employee is entirely free of the duties of his or her position, the period is not considered as duty time for which compensation is paid.

4.4.1. Supervisors will generally schedule time for lunch apart from the hours of duty when one or two shifts are in operation.

4.4.2. When supervisors schedule more than one 8-hour shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, supervisors may authorize an on-the-job lunch period of 20 minutes or less. On-the-job lunch periods require that:

4.4.2.1. Employees spend their on-the-job lunch at or near their work stations. Under these conditions, the time covered by the 20 minute on-the-job lunch period is compensable.

4.4.2.2. Employees given duty free lunch periods during periods of overtime work will not receive compensation for that time.

4.5. Scheduling Make Ready and Clean-Up Time. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the employee's established tour of duty. Supervisors must arrange work shifts so that time required for incidental duties will be part of the 8-hour day.

4.5.1. When incidental duties cannot be part of the regularly scheduled workday, the extra time for which overtime may be paid to an employee, will not exceed 30 minutes a day.

5. Holiday Observances:

5.1. Holiday Duty. Supervisors must not require employees to work on holidays or days designated as observed days, unless the work is justified by unusual circumstances or if the maintenance of usual essential services is involved.

5.1.1. Supervisors will order holiday work when required and have it approved in writing by an official designated to authorize holiday work. Supervisors must obtain this approval before work is performed, except in cases of an emergency, because it constitutes authority for expenditure of funds and certification that funds are available to pay the employee. Supervisors ordering work on a holiday or employees required to

remain on duty during an emergency will not require advance approval for the work. Supervisors must record the reasons for the holiday and the hours worked by the employees no later than the following workday. This requirement does not apply to tours of duty regularly scheduled on a holiday or observed day for employees engaged in essential services such as firefighters, police, hospital employees, or other service personnel. The supervisor will record holiday work on an AF Form 428, Request for Overtime, Holiday Premium Pay, and Compensatory Time.

5.2. Observed Day. When a holiday falls on a regularly scheduled workday, observe that day as the holiday. If a holiday falls on Sunday and the employee has a regularly scheduled 40-hour basic workweek of Monday through Friday, the employee will observe the following Monday as the holiday. When the holiday falls on Saturday, the employee will observe the holiday on the proceeding Friday.

5.2.1. When a holiday falls on a Sunday and that Sunday is a nonworkday for employees with a regularly scheduled 40-hour basic workweek of other than Monday through Friday, observe the next regularly scheduled workday as the holiday.

5.2.1.1. When a holiday falls on the nonworkday designated as the day in-lieu-of Sunday, observe the next regularly scheduled workday as a holiday. When a holiday or a designated observed day falls on an employee's nonworkday (Monday through Saturday), the workday immediately preceding the day is observed as the holiday.

5.2.2. Deleted

5.3. Deleted

5.4. When full-time employees on a compressed work schedule are relieved or prevented from working on a day designated as a holiday, they are entitled to basic pay for the number of hours of the compressed work schedule on that day.

5.5. Holiday observances for employees who work a flexible schedule are the same as those for full-time employees with a regularly scheduled 40-hour basic workweek.

5.6. When a holiday falls on a part-time employee's regularly scheduled workday, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on the actual day of the holiday.

5.6.1. If full-time employees observe an "in-lieu-of" day instead of the actual holiday and that "in-lieu-of" day falls within a part-time employee's work schedule, the part-time employee will not get that day off with pay.

5.6.2. When a holiday is observed by full-time employees on a day within the part-time employee's regularly scheduled workweek and the part-time employee is prevented from working that day, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on that day.

5.6.3. When a holiday falls on a part-time employee's nonworkday and is observed by full-time employees that day, the employee is not entitled to the holiday.

5.6.4. When a part-time employee is on a flexible schedule and is relieved or prevented from working on a day designated as a holiday by a Federal statute or Executive Order

(E.O.), the employee is entitled to receive basic pay for the number of hours the employee would have worked on that holiday up to eight hours.

5.6.5. When a holiday falls on a nonworkday, the employee is not entitled to an "in-lieu of" day for that holiday.

5.6.6. When a part-time employee is on a compressed work schedule and is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or E.O., the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.

5.6.7. When a part-time employee is on a compressed work schedule and a holiday falls on a nonworkday, the employee is not entitled to an "in-lieu-of" day for that holiday.

5.7. Duration of Holiday. The full 24-hours of a calendar day are normally considered as the duration of a holiday. However, when an employee's regular workday begins on a holiday and extends into the next calendar day, the entire shift is considered as a holiday to determine the employee's entitlement to holiday premium pay or time off for observance of the holiday. If an employee's regularly scheduled tour of duty includes two shifts beginning on a holiday, the first shift is considered as a holiday to determine holiday benefits.

DONALD L. PETERSON, Lt General, USAF
DCS/Personnel

(AU)

DAVID S. FADOK, Lieutenant General, USAF
Commander and President

Attachment 1

INTERIM MESSAGE CHANGE TO AFI 36-807

PRIORITY

P 222005Z JUN 94

FM HQ USAF WASHINGTON DC//DPCE//

TO AIG 610

AIG 8106

AIG 10607

UNCLAS

SUBJECT: INTERIM MESSAGE CHANGE TO AFI 36-807, 22 MAR 94, WEEKLY AND DAILY SCHEDULING OF WORK AND HOLIDAY OBSERVANCES

1. THIS INTERIM CHANGE PROVIDES GUIDANCE AND PROCEDURES SUPERVISORS NEED TO SCHEDULE CIVILIAN EMPLOYEES (EXCEPT NON-US CITIZEN EMPLOYEES EMPLOYED OUTSIDE THE UNITED STATES AND THE DISTRICT OF COLUMBIA) FOR WORK AND HOLIDAY OBSERVANCES.

2. WRITE-IN CHANGES:

SUMMARY OF CHANGERS: CHANGE AFR 49-610 TO READ AFR 40-610

PAGE 3, PARAGRAPH 5.2.1. DELETE SECOND SENTENCE

PAGE 3, PARAGRAPH 5.2.2. DELETE

PAGE 3, PARAGRAPH 5.3. DELETE

IF YOU HAVE AN QUESTIONS, POC IS MR PHILLIP SENESCHAL, DSN 225-7425.

Attachment 1 (AU)**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****Adopted Forms***

AF Form 847, *Recommendation for Change of Publication*

AF Form 973, *Supervisor's Employee Brief*

Abbreviations and Acronyms

42 ABW—42d Air Base Wing

AU—Air University

FWS—Flexible Work Schedule

Attachment 2

ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)

A2.1. REASONS FOR AWA. Employers offer alternative workplace arrangements for many reasons. Such arrangements may:

A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;

A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;

A2.1.3. Increase customer access to needed services;

A2.1.4. Provide services when the regular office is closed;

A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;

A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;

A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and

A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.

A2.2. Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements.

A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis: The supervisor and employee should each keep a copy of the agreement for reference.

Organization _____ Employee _____

Voluntary Participation. (Name) _____, the employee, voluntarily agrees to work at the approved alternative workplace indicated below and to follow all applicable work-related policies and procedures. The employee recognizes that the flexiplace arrangement is not an employee benefit or entitlement, but an additional method the organization may approve to accomplish work.

Trial Period. The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

Salary and Benefits. Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace. The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State).
NOTE: All pay, leave and travel entitlements are based on the official duty station.

Official Duties. Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

Work Schedule and Tour of Duty. The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

Time and Attendance. The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

Leave. Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

Overtime. Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

Equipment/Supplies. Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

Security. If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

Liability. The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area. The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection. The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

Alternative Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Injury Compensation. The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's 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 be grounds for canceling the alternative workplace arrangement.

Disclosure. Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct. Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

Labor Relations. All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

Cancellation. The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

Other Action. Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date _____

Supervisor's Signature and Date _____

Organization Commander's Signature and Date _____

Installation Commander's Signature and Date _____

Attachment 3

TEXT OF IC 99-1

SUMMARY OF REVISIONS This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph **2.3**, (re-numbering the remaining terms and definitions in paragraph **2.**), and authorizes MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para **3.3**). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para **3.2**). IC 99-1 assigns numbers to material in paragraphs **4.2**, **4.3**, and **4.4** which had previously been listed with bullets, and adds **Attachment 2**, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at **Attachment 3**.

2.3. Alternative Workplace Arrangements (AWA). Working under a flexiplacement arrangement, either at home or other approved location(s), such as a telecommuting center (See **Attachment 2** for a sample agreement).

3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJCOMs/FOAs/DRUs approve AWS and AWA programs, unless they delegate this authority to installation commanders as provided in **3.3**

3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU) are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders.

Attachment 2**ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)**

A2.1. Reasons for AWA. Employers offer alternative workplace arrangements for many reasons. Such arrangements may

A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;

A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;

A2.1.3. Increase customer access to needed services;

A2.1.4. Provide services when the regular office is closed;

A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;

A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;

A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and

A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.

A2.2. Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements

A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis:

The supervisor and employee should each keep a copy of the agreement for reference.

Organization_____ Employee_____

Voluntary Participation. (Name)_____, the employee, voluntarily agrees to work at the approved alternative workplace indicated below and to follow all applicable work-related policies and procedures. The employee recognizes that the flexiplace arrangement is not an employee benefit or entitlement, but an additional method the organization may approve to accomplish work.

Trial Period. The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

Salary and Benefits. Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace. The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State).
NOTE: All pay, leave and travel entitlements are based on the official duty station.

Official Duties. Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

Work Schedule and Tour of Duty. The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

Time and Attendance. The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

Leave. Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

Overtime. Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

Equipment/Supplies. Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

Security. If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

Liability. The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area. The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection. The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

Alternative Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Injury Compensation. The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's 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 be grounds for canceling the alternative workplace arrangement.

Disclosure. Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct. Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

Labor Relations. All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

Cancellation. The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

Other Action. Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date _____

Supervisor's Signature and Date _____

Organization Commander's Signature and Date _____

Installation Commander's Signature and Date _____

Attachment 4 (Added-AU)

AIR UNIVERSITY AND 42D AIR BASE WING FLEXIBLE WORK SCHEDULES

A4.1. (Added-AU) Applicability. This Flexible Work Schedule (FWS) guidance is implemented for all appropriated fund civilian employees assigned to AU and 42 ABW, who work an 8-hour per day, 40-hour per week daytime work schedule where the organization is not required to cover hours outside the 0730-1630 time frame in order to meet mission requirements. Prior to approving an employee's request to work a FWS, the employee's supervisor must ensure that mission requirements will be met if the employee's request is approved.

A4.1.1. (Added-AU) The FWS described herein is the **only** Alternate Work Schedule authorized for AU and 42 ABW employees; therefore, use of any other Alternate Work Schedules, i.e., Compressed Work Schedules (four ten-hour days, eight nine-hour days with one eight-hour day and a day off every pay period, etc.), Maxiflex Schedule, Gliding Schedule, etc., is **prohibited**.

A4.1.2. (Added-AU) Forty-hour work week with an arrival time between 0600 and 0900.

A4.1.3. (Added-AU) Core hours are 0900 to 1500. All full-time employees **must** be present for duty during core hours except for during the employee's lunch break.

A4.1.4. (Added-AU) Lunch breaks may be either 30 minutes or one hour as long as mission requirements are met.

A4.1.5. (Added-AU) Once an employee's FWS is approved, the schedule will be the same each day of the pay period and will **not** change from day to day or week to week or pay period to pay period. The only time the employee's FWS may change is if the employee submits another request **and** the supervisor approves a new FWS, the supervisor determines it is necessary to change the employee's work schedule in order to meet mission requirements or the employee has conduct or performance issues.

A4.1.6. (Added-AU) Under this FWS, hours worked in excess of eight hours per day may be requested and approved as credit hours, but **must be approved by the supervisor prior to the employee working the hours**.

A4.1.7. (Added-AU) Credit hours may be used the pay period following the one in which credit hours are earned; however, a maximum of 24 credit hours may be carried over per pay period. Once 24 credit hours have been earned, the employee must use a portion of the credit hours before additional credit hours may be earned; however, the total credit hours may not exceed 24 credit hours at any given time. Once earned, employees must request and receive approval prior to using credit hours for time off.

A4.1.8. (Added-AU) The employee will be given a two-week notice if the supervisor determines it is necessary to change the employee's work schedule for reasons stated in A4.1.5.

A4.2. (Added-AU) Employees must request the schedule that he/she wants to work by submitting a written request to his/her first-level supervisor using a Request for Flexible Work Schedule memorandum; see Figure A4.1. If approved, the employee's request must be effective at the beginning of a pay period. The original letter requesting the FWS, that includes the

supervisor's decision, will be given to the employee and a copy of the same letter will be filed in the employee's AF Form 971, *Supervisor's Employee Brief*, file.

Figure A4.1. (Added) Request for Flexible Work Schedule Format

(LETTERHEAD)

(date)

MEMORANDUM FOR (Supervisor's organizational address and name/rank)

FROM: (Employee's full name)

SUBJECT: Request to Work Flexible Work Schedule

1. The FWS described in the FWS Policy is the **only** Alternate Work Schedule authorized for Air University and 42d Air Base Wing employees; therefore, use of any other Alternate Work Schedule, i.e., Compressed Work Schedules (four ten-hour days, eight nine-hour days with one eight-hour day and a day off every pay period, etc.), Maxiflex Schedule, Gliding Schedule, etc., is **prohibited**.
2. Request approval to work the following Flexible Work Schedule beginning __(date)__:

(State requested work schedule. Work schedule **must** be IAW approved FWS guidance for employees assigned to AU or 42 ABW, i.e., employee **must** be present for duty between 0900 and 1500, work day can begin **no earlier than 0600**, work day **can end no earlier than 1500** and **must** take either a 30 minute or 1-hour lunch break.) Examples are:

0600-1500 with one hour lunch

0630-1530 with one hour lunch — or — 0630-1500 with 30-minute lunch

0700-1600 with one hour lunch — or — 0700-1530 with 30-minute lunch

0730-1630 with one hour lunch — or — 0730-1600 with 30-minute lunch

0800-1700 with one hour lunch — or — 0800-1630 with 30-minute lunch

0830-1730 with one hour lunch — or — 0830-1700 with 30-minute lunch

0900-1800 with one hour lunch — or — 0900-1730 with 30-minute lunch

3. I understand that if approved, this FWS will remain in effect until either (1) I submit a request for a new FWS and receive approval to work a different work schedule or (2) this FWS is cancelled by the approval authority. I also understand that I will receive a two-week notice if my participation in the FWS is cancelled.

EMPLOYEE'S SIGNATURE BLOCK

1st Ind, (Supervisor's Organizational Address and Name/Rank)

TO: (Employee's Name)

Your request to work the FWS stated above is (approved) (disapproved).

SUPERVISOR'S SIGNATURE BLOCK