

**DISTRICT OF COLUMBIA
FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT**

BULLETIN NO. 37

March 1, 2015

ALTERNATIVE/FLEXIBLE WORK SCHEDULE

I. Introduction

- A. The D.C. Fire and Emergency Medical Services Department ("Department") non-uniform civilian staff ("Employee") are committed to providing the highest quality administrative and programmatic services to the District and its citizens. Department management recognizes that its employees may be more productive and serve their clients, customers, and the public better when they are permitted to structure their work schedules in a manner that permits them to attend to their needs outside of the Department.
- B. This Bulletin establishes an Alternative Work Schedule Program ("AWS Program") that permits Employee to meet their obligation of working eighty (80) hours per pay period in a manner other than the traditional eight (8) hour per day schedule, subject to the needs of the Department and certain practical and policy limitations. With this AWS Program, the Department hopes to continue attracting and retaining a high-quality workforce by allowing Employees greater flexibility during their work weeks.
- C. It is the policy of the Department to implement the AWS Program in a manner that is fair to the Employee, while ensuring the Department meets the District's administrative and programmatic needs.

II. Eligibility for AWS Program and Procedures

- A. Full-time Non-Uniformed Employees and Uniformed employees assigned to administrative positions are eligible to participate in the AWS Program, subject to the terms, conditions, and the discretion of management as described in this Order, with the exception of Employees who:
 - 1. have received a leave restriction letter within the previous three month period,
 - 2. are currently on leave restriction, or
 - 3. are under any other pending disciplinary action or investigation.

- B. To participate in the AWS Program, the work performance of a participating Employee must “Meet Expectations,” “Satisfactory,” or the equivalent as provided in the District Personnel Manual or applicable Collective Bargaining Agreement and cannot be serving under a Performance Improvement Plan (“PIP”) or equivalent.
- C. Participation in the AWS Program is completely voluntary. An Employee may withdraw from or opt out of the AWS Program at any time.
- D. To participate in the AWS Program, an Employee must submit an application (*see* attached Request for Alternative Work Schedule) to his or her supervisor for approval. An eligible employee may participate in the AWS Program only upon written approval of his/her Division head and supervisor.
- E. An AWS schedule may be terminated at any point if, in the opinion of the supervisor or senior management, there is a change in circumstances which may include, but is not limited to, a change in staffing needs, changes in the volume or nature of the employee’s work, or an increased demand for the employee’s presence in the office.
- F. To ensure adequate staffing is present during the work day, a supervisor may limit the number of employees within a particular Unit, Section, or Division who may participate in the AWS Program. The Division head may also limit the number of employees who, pursuant to an Alternative Work Schedule (“AWS”), may be off on the same AWS day or during the same AWS period. For the same reason, a supervisor may limit the number of staff within a particular Unit, Section, or Division who, pursuant to an AWS, may be off on the same AWS day or during the same AWS period. In the event that two or more employees in the same Unit, Section, or Division seek to schedule the same day or time off, first preference shall be given to the most senior employee. Seniority refers to the length of an employee’s continuous service in the Department.
- G. If an employee participating in the AWS Program (“participating AWS employee”) needs to change his or her approved work schedule, a change may only be made at the beginning of a pay period and must be requested on the Request For Alternative Work Schedule form. An AWS work schedule may only be modified with supervisory approval.
- H. Any participating AWS employee who wishes to withdraw from the AWS Program must notify his or her supervisor and timekeeper in writing. The date of termination from the AWS Program must be at the **end of a pay period**. If the AWS Program itself is terminated, the termination shall take place upon completion of a pay period.

III. General Principles

- A. The first priority of non-uniform management and staff is to always meet the administrative and programmatic needs of the Department and the District. The added personal flexibility of an AWS cannot interfere with the timely completion of duties and responsibilities. Given the limited resources of the Department and the variety of administrative and programmatic responsibilities of the Department, every Unit, Section and Division will not be able to support the AWS Program in the same fashion.
- B. If a participating AWS employee cannot take his or her regularly scheduled time off during a bi-weekly pay period because of workload demands, another day or part thereof may be substituted within the same pay period with a supervisor's written approval. An email is sufficient for written approval.
- C. The presumptive standard tour of duty for most non-uniform employees is 8:15 a.m. to 4:45 p.m. Division supervisors may require employees to report earlier than 8:15 a.m. or stay later than 4:45 p.m. if their programmatic or administrative responsibilities warrant the earlier arrival, or later departure times. Notwithstanding this management prerogative, the earliest an employee's workday can officially begin is 6:30 a.m. and the latest it can officially end is 7:15 p.m.
- D. If a participating AWS employee needs to use sick or annual leave, he or she will be charged sick or annual leave for each hour taken. For example, if a participating AWS employee takes a full day of sick leave or annual leave on a 10-hour day, he or she will be charged ten (10) hours leave. If a participating AWS employee takes a partial day, his or her leave will be charged based on the number of scheduled work hours he or she is not on duty.
- E. If a District government holiday falls on a participating AWS employee's AWS day, the AWS day will be the next full business day. For example, if an AWS employee's assigned AWS day is Monday and Monday is a holiday, the AWS day for that pay period will be the following Tuesday. The total number of hours worked during that pay period cannot exceed 80 hours, including the holiday.
- F. If an employee's AWS day off is scheduled on a day when the District government is administratively closed, the employee shall treat the relevant day as their AWS day. Employees under an AWS agreement are not entitled to an additional "in lieu of" day off because of an administrative closing.
- G. A participating AWS employee may not take a lunch break that exceeds 30 minutes unless approved by a supervisor.

- H. Participating AWS employees (described below) are subject to strict arrival and departure requirements. If a participating AWS employee arrives beyond his or her AWS scheduled arrival time, he or she must make up that time that day in order to complete the AWS day. If an employee is 15 or minutes late three or more times during a one month period and the tardiness is not excused, the AWS schedule may be revoked.
- I. Participating AWS employees must adhere to District, Department, Division, Section and Unit standards relating to work performance and customer service.

IV. Alternative Work Schedules

The permissible Alternative Work Schedules are as follows: (1) a Flexible Work Schedule and (2) a Compressed Work Schedule.

A. Flexible Work Schedule (FWS). Under an FWS, the employee works five eight (8) hour days each week where the established tour of duty begins earlier or later than the standard 8:15 a.m. to 4:45 p.m. tour. The schedule chosen must include a total of 8.5 hours each day to comprise eight (8) hours of work and a thirty (30) minute lunch break and must be within the parameters set forth in III C above. The following are example work schedules under an FWS:

1. The participating AWS employee works from 6:30 a.m. until 3:00 p.m.
2. The participating AWS employee works from 7:30 a.m. until 4:00 p.m.
3. The participating AWS employee works from 9:30 a.m. until 6:00 p.m.

V. Management Rights, Duties, and Responsibilities

- A. Division Heads shall submit in writing to the Fire/EMS Chief a request for their office to participate in the AWS program. Supervisors shall carefully consider the request of each individual covered by this Office Order for AWS participation.
- B. In deciding whether to grant an AWS request or to permit a participating AWS employee to continue on an AWS schedule, a supervisor shall consider the following factors:
 1. The demands of the requesting individual's work;
 2. The need to maintain adequate staffing to handle unanticipated matters or cover matters that are handled by the Unit, Section, or Division, even if that assignment is not being handled by the requesting employee;
 3. The needs of the work unit, including the need to ensure sufficient staffing levels

during core hours and availability of support staff;

4. Whether granting an AWS request results in the denial of annual or sick leave to other members of the Unit, Section, or Division;
 5. The past performance of the requesting individual;
 6. Equitable sharing of office functions;
 7. Whether work assignments can be performed effectively and efficiently by an employee on the type of AWS being requested;
 8. Whether the requested AWS places an undue burden on others covered by this Order within a particular Unit, Section, or Division; and
 9. Any other factor that may affect the quality or quantity of work accomplished by the Unit, Section, Division, or Department.
- C. If an AWS request is disapproved, the supervisor shall provide a written explanation to the requesting employee. If the first-line supervisor approves the request, it must then be sent to the Division head or equivalent, if different than the first-line supervisor. A decision denying an employee's participation in, or removing an employee from, the AWS Program may be appealed directly to the Fire & EMS Chief.
- D. A manager **may require** a participating AWS employee to record that employee's arrival and departure times on a sign-in sheet, via e-mail, other electronic means, or by voicemail.
- E. Participating AWS employees may be required to work beyond their assigned hours to meet the needs of the Department, however, the entire period cannot exceed 10 hours per day. Requiring additional work on a particular day shall not affect or alter the remaining work hours required during the AWS bi-weekly pay period unless approved in writing by the supervisor.
- F. A participating AWS employee may be removed from the AWS Program with advance notice of one (1) pay period where:
1. In the judgment of his or her supervisor, the participating AWS employee's continued participation is inconsistent with the needs of the Department or Division;
 2. The participating AWS employee has had a disciplinary action taken against him or her; or

3. The participating AWS employee has been placed on a PIP (or equivalent) or the supervisor has other concerns about the participating AWS employee's work performance.

G. As needed, the Department's Office of Human Resources shall provide training for time keepers and/or interested employees on how to implement the AWS Program.

H. The Department's Director of Human Resources shall be responsible for answering any questions regarding the implementation of the AWS Program.

VI. Participating AWS Employee Rights, Duties and Responsibilities

A. Participating AWS employees must adhere to the approved AWS schedule and must work a total of eighty (80) hours during each bi-weekly pay period.

B. On the days a participating AWS employee works longer than eight (8) hours, he or she must accomplish productive work during the entire longer work day.

C. Participating AWS employees must anticipate their workload in such a way that they do not leave matters to be completed by others who work a standard tour of duty. A participating AWS employee's AWS work schedule shall not create an undue burden on non-AWS participants. This includes, but is not limited to, submission of written work for supervisory review prior to completion and meeting project deadlines. Participating AWS employees may not request additional time from clients, customers, or other employees to accommodate AWS days (*e.g.*, program or project deadlines).

D. When a participating AWS employee is required by his or her supervisor to appear at a meeting or other work function (*e.g.* mandatory training) on his/her AWS day, he or she must appear. In the event that a participating AWS employee is required to appear at a meeting or other work function on his or her AWS day, the AWS employee can arrange to take a different AWS day(s) within the same pay period with supervisory approval.

E. A participating AWS employee may not switch AWS days or schedule **except with prior written supervisory approval**.