



# Department of Defense INSTRUCTION

NUMBER 1400.25, Volume 610

November 28, 2014

Incorporating Change 2, September 20, 2024

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USD(P&R)

SUBJECT: DoD Civilian Personnel Management System: Hours of Duty

References: See Enclosure 1

## 1. PURPOSE.

a. Instruction. This instruction is composed of several volumes, each containing its own purpose. The purpose of the overall instruction, in accordance with the authority in DoD Directive 5124.02 (Reference (a)), is to establish and implement policy, establish procedures, provide guidelines and model programs, delegate authority, and assign responsibilities regarding civilian personnel management within the DoD.

b. Volume. This volume:

(1) Reissues DoD Instruction 1400.25, Volume 610 (Reference (b)) in accordance with the authority in Reference (a).

(2) In accordance with DoD Directive 1400.25 (Reference (c)); Chapter 61 and Section 6329c of Title 5, United States Code (U.S.C.) (Reference (d)); and Parts 610 and 630 of Title 5, Code of Federal Regulations (Reference (e)), updates established procedures and delegates authority to implement hours of duty within the DoD.

2. APPLICABILITY. This volume applies to OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this volume as the "DoD Components").

3. POLICY. In accordance with References (b) through (d) and Executive Order 11582 (Reference (f)) it is DoD policy that, when authorizing and processing hours of duty, the DoD Components will comply with all procedures established in Enclosure 3.

4. RESPONSIBILITIES. See Enclosure 2.
  
5. PROCEDURES. See Enclosure 3.
  
6. RELEASABILITY. **Cleared for public release.** This volume is available on the Directives Division Website at <https://www.esd.whs.mil/DD>.
  
7. SUMMARY OF CHANGE 2. This change:
  - a. Incorporates procedures regarding firefighter trading time as authorized by Section 5542(h) of Reference (d) and implemented in Office of Personnel Management (OPM) Compensation Policy Memorandum 2022-21 (Reference (g)).
  
  - b. Defines new terms in the Glossary.
  
  - c. Updates references and organizational titles for accuracy.
  
8. EFFECTIVE DATE. This volume is effective November 28, 2014.

  
Jessica L. Wright  
Under Secretary of Defense for  
Personnel and Readiness

Enclosures

1. References
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Glossary

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ENCLOSURE 1

REFERENCES

- (a) DoD Directive 5124.02, “Under Secretary of Defense for Personnel and Readiness (USD(P&R)),” June 23, 2008
- (b) DoD Instruction 1400.25, Volume 610, “Hours of Duty,” December 1, 1996 (hereby cancelled)
- (c) DoD Directive 1400.25, “DoD Civilian Personnel Management System,” November 25, 1996
- (d) United States Code, Title 5
- (e) Code of Federal Regulations, Title 5
- (f) Executive Order 11582, “Observance of Holidays by Government Agencies,” February 11, 1971
- (g) Office of Personnel Management, Compensation Policy Memorandum 2022-21, “Firefighter Trading Time Policy,” December 14, 2022
- (h) DoD Instruction 1035.01, “Telework and Remote Work,” January 8, 2024
- (i) The Office of Personnel Management Handbook, “Governmentwide Dismissal and Closure Procedures,” December 2022
- (j) United States Code, Title 31, Section 3711
- (k) Code of Federal Regulations, Title 31
- (l) United States Code, Title 29, Chapter 8 (also known as the “Fair Labor Standards Act”)

ENCLOSURE 2

RESPONSIBILITIES

1. ASSISTANT SECRETARY OF DEFENSE FOR MANPOWER AND RESERVE AFFAIRS (ASD(M&RA)). Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)), and in accordance with Reference (a), the ASD (M&RA) has overall responsibility for the development of DoD civilian personnel policy covered by this volume.
  
2. DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR CIVILIAN PERSONNEL POLICY (DASD(CPP)). Under the authority, direction, and control of the ASD(M&RA), the DASD(CPP) supports the development of civilian personnel policy covered by this volume and monitors its execution by DoD Components, ensuring consistent implementation and continuous application throughout DoD.
  
3. DIRECTOR, DEPARTMENT OF DEFENSE HUMAN RESOURCES ACTIVITY. Under the authority, direction, and control of the USD(P&R), the Director, Department of Defense Human Resources Activity, provides support to the DASD(CPP), as appropriate, in the execution of the duties and responsibilities in this volume.
  
4. DoD COMPONENT HEADS. The DoD Component heads implement and measure the use of the policies and procedures described in this volume within their areas of responsibility.

ENCLOSURE 3

PROCEDURES

1. HOLIDAYS. References (d) and (e) and Part 610 of Reference (f) provide guidance on the identification and determination of holidays.

a. When a DoD employee's regularly scheduled tour of duty includes two shifts that begin within the same 24-hour period, holiday benefits apply to the calendar day on which the first shift begins.

b. Part-time DoD employees are not entitled to "in-lieu-of" holidays. However, when a part-time employee is prevented from working because the activity is closed to provide full-time employees an in-lieu-of holiday, the part-time employee may either be placed in an appropriate leave category or be excused and placed on administrative leave for the number of hours they are regularly scheduled to work on that day. While part-time employees are not entitled to in-lieu-of holidays, they are entitled to holidays that occur on their scheduled workdays.

c. Employees who are regularly scheduled to work on a holiday within their basic workweek due to special duty assignments may request annual leave or other appropriate leave if they wish to be off duty on a holiday. Firefighters are not entitled to holiday pay if they are not working. If employees are required to work on a holiday and are compensated for the holiday work, they should be required to report to work or request annual leave.

2. WEATHER AND SAFETY LEAVE. This section covers situations in which a commander or head of activity uses their authority to close all or part of an activity based on extreme weather, natural disasters, or unforeseen interruptions of building services that prevent employees from safely traveling to or performing work at an approved location.

a. General.

(1) The USD(P&R) has responsibility for managing the DoD response to emergencies, severe weather conditions, natural disasters, and other incidents that cause disruptions of operations performed by DoD employees.

(2) It is within the administrative authority of a commander or head of activity to close all or part of an activity and to grant weather and safety leave to non-emergency DoD employees during such closure. This authority is not intended to cover extended periods of interrupted or suspended operations that can be anticipated sufficiently in advance to permit arranging for assignment to other work or scheduling of annual leave, compensatory time earned, credit hours, or leave without pay (LWOP). In such events, employees covered by approved telework agreements, in accordance with DoD Instruction 1035.01 (Reference (h)), who are not prevented from working safely at an approved telework site are ineligible for weather and safety leave.

(3) OPM will determine when activities in the Washington, D.C. metropolitan area are closed. DoD employees in the Washington, D.C. metropolitan area follow the OPM Handbook “Governmentwide Dismissal and Closure Procedures” (Reference (i)). This ensures coordination with municipal and regional officials and will both reduce traffic congestion and treat affected employees as consistently as possible.

(4) In geographical areas where the conditions affect more than one defense activity, the commander or head of activity employing the largest number of civilian employees will make the determination whether an emergency exists and assess the appropriateness of authorizing administrative dismissal of non-emergency employees. Decisions by other commanders and heads of activities within the geographical area in question that are at variance with the decision of the major geographical area commander or head of activity must be coordinated with that commander or head of activity. DoD activities occupying non-DoD controlled space should coordinate with Federal Executive Boards or similar organizations of Federal officials in the area for guidance regarding administrative dismissals.

b. Criteria.

(1) Group dismissal should be rare and authorized only when conditions are severe or normal operations would be significantly disrupted. This authority may not be used to create the effect of a holiday (to include activity down days and training days).

(2) Group dismissal authority may be used for short periods. Group dismissals will normally not exceed 3 consecutive workdays in a single period. When approving group dismissals, commanders or heads of activities must consider the practices of private employers in the area and the severity of working or commuting conditions. Employees approved for regular and situational telework who are not able to report to their assigned office location due to office closure or dismissal as a result of adverse weather or other emergencies must telework when the capability to telework is available at an approved telework site.

c. Responsibilities. Annually, DoD activities and installations will publicize written procedures for emergency situations that indicate the means of DoD employee notification, reiterate early release and late arrival practices including policies for approving absences, and identify emergency employees who are expected to report for or remain at work in emergency situations unless otherwise notified. DoD will also regularly publicize References (h) and (i).

d. Charging Leave in Emergency Situations.

(1) Emergency DoD Employees. Designated emergency DoD employees who do not report for work as required may be charged annual leave, sick leave, credit hours, compensatory time earned, LWOP, or absence without leave if appropriate.

(2) DoD Employees in Special Situations. DoD employees on LWOP pending disability retirement or while in receipt of workers’ compensation, on military leave, suspension, or in a nonpay status the workday before and after a closure will be continued in that status.

(3) Emergency Situations Occurring Before the Start of the Workday.

(a) When an activity is open and DoD employees are expected to report to work on time, employees may be authorized the use of annual leave, credit hours, LWOP, or compensatory time earned or they may be excused for reasonable tardiness when they experience commuting delays. If an employee is telework ready under an approved telework agreement, telework may be authorized depending on the individual circumstances.

(b) When the activity is open but some DoD employees might be prevented from reporting to work or returning home safely, an unscheduled leave or unscheduled telework policy for approved employees may be instituted. For the Washington, D.C. metropolitan area, OPM will make this determination in accordance with Reference (i).

(c) When a Washington, D.C. metropolitan area activity is closed, all affected non-emergency DoD employees should be granted weather and safety leave for the number of hours they were scheduled to work, except as provided in this paragraph.

1. Telework-ready Employees. Telework-ready employees who are able to perform work at an approved telework site must telework the entire workday or request leave, or a combination of both, in accordance with their Component's policies and procedures, subject to any applicable collective bargaining requirements. More information on unscheduled telework options can be found in Reference (i).

2. Employees on Pre-approved Paid Leave.

a. If an employee is on pre-approved annual leave and the emergency impacts the purpose for which the employee had requested the leave, the supervisor may cancel the leave at the employee's request. For example, if the emergency prevents the employee from engaging in planned travel, the supervisor may cancel the employee's leave at the employee's request.

b. If an employee is on pre-approved sick leave for medical appointments and the emergency results in the appointment being cancelled, the employee's sick leave must be cancelled.

c. Upon cancellation of annual or sick leave, telework-ready employees must telework the entire workday or request leave, or a combination of both. Employees not required to telework should be granted weather and safety leave.

d. If the employee is on sick leave for illness, the employee remains on sick leave because they are unable to work.

3. Employees in a Nonpay Status. Employees on LWOP, LWOP for military duty, workers' compensation, suspension, or in another nonpay status are not granted weather and safety leave when Federal offices are closed. These employees should remain in their current status. Employees in a nonpay status have no reasonable expectation of working and



receiving pay for a day during which Federal offices are closed and therefore will not be granted weather and safety leave.

4. Employees Working From Remote Locations. Employees who work from remote locations may be required to work during any closure of their Component's home office, consistent with their agencies' policies, procedures, and any applicable collective bargaining requirements. If Federal offices in the remote location are closed (e.g., a snow emergency), affected employees follow their agency's procedures concerning weather and safety leave.

5. Employees on Official Travel. If non-emergency employees are on official travel at an unaffected location on a workday when their Component's offices are closed, they are not eligible for weather and safety leave.

6. Employees on an Alternative Work Schedule (AWS) Day Off. If Federal offices are closed on the employees' regular AWS day off, they are not entitled to an additional day off. Employees cannot be granted weather and safety leave on a non-workday and may not change their AWS day off to obtain weather and safety leave.

(4) Emergency Situations Occurring During the Workday.

(a) When an activity remains open and DoD employees are expected to complete the day's tour of duty, they may be granted annual leave, credit hours, compensatory time earned, or LWOP.

(b) When an activity suspends operations, to the extent practical, all non-emergency DoD employees on duty at the affected worksite should be granted weather and safety leave for the remainder of the day. Employees on pre-approved leave, other accrued time off, or any other nonpay status for the entire workday, or employees who have requested unscheduled leave before an early departure status is announced, should remain in their current status for the entire workday or remainder of the workday, as applicable, and are not eligible for weather and safety leave. Telework employees must continue to telework.

(c) When an employee leaves after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval) annual leave, credit hours, compensatory time earned, or LWOP may be charged, as appropriate, for the remainder of the workday. The employee is not eligible for weather and safety leave in this situation.

(d) Telework program participants working in the office when an early departure is announced may receive weather and safety leave only for the amount of time required to commute home (excluding the period of time for an unpaid lunch break, if applicable). Telework program participants must complete the remaining time (if any) in their workday by either teleworking or taking leave (paid or unpaid) once they arrive home unless one of the exceptions in Section 630.1605(a)(2) of Reference (e) applies.

(e) When a DoD employee was scheduled to return from leave during the dismissal period, the employee should remain on leave until the time they were scheduled to return from

leave and then should either telework, if eligible, or be granted weather and safety leave for the remainder of the workday.

(f) Non-emergency DoD employees who were not scheduled to work on the day of the emergency as a result of pre-approved paid leave, should generally remain on that leave if the affected DoD activity is closed, unless an exception in paragraph 2.d.(3)(c)2. applies.

### 3. FLEXIBLE AND COMPRESSED WORK SCHEDULES.

a. General. The authorities assigned to agencies in Chapter 61 of Reference (d) and Sections 610.401 through 610.407 of Reference (e), which define “agency” as any Executive agency or any Military Department, are delegated to the DoD Component heads.

#### b. Flexible Work Schedules.

(1) Plans for the administration of flexible work schedules must address the occurrence of more than one holiday in a single pay period. Flexible work schedules should be administered so as to allow DoD employees to fulfill the biweekly work requirement during those days when they are typically available for work (e.g., not a holiday or flexible day off) so that employees may enjoy holidays without charge to leave or loss of pay.

(2) In accordance with Section 6126 of Reference (d), the maximum biweekly carryover is 24 credit hours for DoD employees on flexible work schedules. This is not intended to prohibit activities from approving credit hour accumulation or carryover limitations of less than 24 hours.

c. Hybrid Work Schedules. Individual work schedules that combine the unique attributes of flexible and compressed work schedules are not authorized.

### 4. FIREFIGHTER TRADE-OF-TIME.

a. General. Pursuant to Section 5542 of Reference (d), eligible Federal firefighters are authorized to voluntarily exchange scheduled hours of work (i.e., “trading time” or a “trade of time arrangement”).

#### b. Eligibility.

(1) A firefighter is eligible to trade time with another eligible firefighter if both have work schedules including 24-hour duty shifts and satisfy the other requirements under the definition of “firefighter” in Section 5542(h)(2)(A) of Reference (d).

(2) Both firefighters involved in a trade-of-time arrangement must be subject to the supervision of the same fire chief and must be capable of performing the core duties that could be required during traded hours. If one firefighter who would be covered by an arrangement is at

a lower grade than the other firefighter under that arrangement, the fire chief may withhold approval if the affected unit would not have the necessary skills among those assigned to an affected shift to effectively accomplish its mission.

c. Elements of a Qualified Trade-of-Time Arrangement.

(1) Tradeable Hours. Firefighters may trade only hours within the firefighter's regular tour of duty established for leave-charging purposes. However, trading time is not restricted to the same pay period.

(2) Full Shifts and Partial Shifts. Firefighters may agree to substitute either entire shifts or a portion of a shift.

(3) Written agreement. All trading time agreements must be in writing and signed by both firefighters and the fire chief before a trade can occur. Trading time agreements must contain the elements required by Reference (g).

(4) Conditions for Approval. Proposed trade-of-time arrangements are not entitlements and reasons for disapproval may include, but are not limited to:

(a) The proposed arrangement would result in either of the involved firefighters having a balance of hours committed (but not yet executed) for substitution under one or more pending-completion qualified trade-of-time arrangements in excess of 144 hours;

(b) A proposed substitution would occur more than 1 year after the date of the approval of the qualified trade-of-time arrangement;

(c) Either of the involved firefighters owes a debt of hours to the DoD Component, as described in paragraph 4.d.;

(d) Either of the firefighters does not meet a requirement or eligibility condition established under DoD Component policies, including policies established via collective bargaining. Examples of such policies could be a requirement that an arrangement not result in: a firefighter being on duty for consecutive hours in excess of an established limit (including duty hours as a substituting firefighter and excluding hours as an excused firefighter); a condition that the employee has served as a firefighter for at least 90 days; or a condition that the firefighter has a fully successful performance rating; or

(e) The arrangement involves the trading of hours for which pay is computed using a different methodology (e.g., a firefighter with a 40 plus 16 regular tour of duty has 40 basic workweek hours computed using a General Schedule hourly rate based on a 2,087-hour divisor and 16 overnight overtime hours computed using a 2,756-hour divisor). In other words, the pay of both firefighters must be determined using the same methodology.

d. Uncompleted Trades.

(1) If a substituting firefighter fails to work during the agreed-upon substitution period, the excused firefighter will be entitled to credit for hours and pay as if the substitution had been made. The substituting firefighter will become indebted to the agency and will be required to later perform work outside the firefighter's tour of duty to satisfy the debt of hours, as assigned by an authorized agency official.

(a) Those debt-repayment hours are not credited as hours of work in determining the firefighter's pay entitlements in the pay period in which they are performed.

(b) A substituting firefighter who, without authorization, fails to report to duty when scheduled to substitute for another firefighter under a qualified trade-of-time arrangement will be considered absent without leave (AWOL) and subject to appropriate discipline, unless the DoD Component decides to retroactively approve the absence after reviewing the circumstances.

(c) A firefighter who owes a debt of hours and, without authorization, fails to report to duty when scheduled to perform work to satisfy that debt will be considered AWOL and subject to appropriate discipline, unless the DoD Component decides to retroactively approve the absence after reviewing the circumstances.

(2) A firefighter with a debt of hours may not enter into a new trade-of-time arrangement until the debt is eliminated.

(3) A firefighter who owes a debt of hours may be allowed to reduce or eliminate the debt by agreeing to adjustments in the firefighter's balances of annual leave, compensatory time off (for overtime work, travel, or religious observances), or paid time-off awards, if allowed by DoD Component policies.

(a) If a firefighter owes a debt of hours when separating from Federal service, when transferring to a different DoD Component or agency, or when moving to a position in the same DoD Component in which the employee is no longer an eligible firefighter, the debt of hours must be recovered to the extent possible by offsetting any balances of annual leave, compensatory time off (for overtime work, travel, or religious observances), or paid-time-off awards.

(b) Any remaining amount of the hours debt must be converted to a monetary debt owed to the DoD Component. The amount of the monetary debt will be determined based on the firefighter's pay entitlements at the time of separation and the hourly value of the hours using the same method used to compute the cash value of hours of annual leave, except that no increase to the value of annual leave based on pay rate increases that would have applied post-separation (i.e., pay increases that would otherwise have applied in calculating the lump-sum payment for annual leave based on projection of the lump sum leave period in accordance with Section 550.1204 of Reference (e)) is considered.

(c) Any remaining monetary debt is subject to the standard provisions that govern Federal debt collection, such as:

1. Federal Claims Collection Standards, Section 3711 of Title 31, U.S.C. (Reference (j)) and Parts 900 through 904 of Title 31, Code of Federal Regulations (Reference (k)).

2. Salary offset procedures, Section 5514 of Reference (d) and Subpart K of Part 550 of Reference (e).

3. Compensation overpayment waiver provisions, Section 5584 of Reference (d).

e. Treatment of Hours for Pay and Other Purposes.

(1) General. Except as specifically provided in this volume, credit for hours and associated pay for an excused firefighter must be determined as if the excused firefighter performed the work performed by the substituting firefighter; likewise, a substituting firefighter may not receive credit for hours and associated pay based on periods of substitution. For example, any hours worked by a substituting firefighter under a qualified trade-of-time arrangement must be disregarded when determining that firefighter's eligibility for overtime pay or calculating the amount of such pay under the provisions of Chapter 8 of Title 29, U.S.C., also known as the "Fair Labor Standards Act" (Reference (l)), and Section 5542(h)(1)(A) of Reference (d). Instead, the excused firefighter must be credited with hours worked by the substituting firefighter in determining the excused firefighter's overtime pay entitlements.

(2) Service Credit. Hours worked by a substituting firefighter under a qualified trade-of-time arrangement will be included in creditable service for leave accrual, retirement, and other purposes for the excused firefighter, not the substituting one.

(3) Workers' Compensation.

(a) The fact that a firefighter is injured while substituting for another firefighter under a qualified trade-of-time arrangement has no bearing on the substituting firefighter's possible entitlement to workers' compensation benefits.

(b) A substituting firefighter is considered to be in the performance of duty during a period of substitution for workers' compensation purposes, except that any payments (e.g., continuation of pay) for the remainder of the affected biweekly pay period must be based on pay to which the substituting firefighter is entitled, without regard to pay for hours worked on behalf of an excused firefighter.

(c) Excused firefighters are not considered to be in the performance of duty during the period when a substituting firefighter is working on their behalf.

(d) If an employee had been scheduled (before the work injury) to work as a substituting firefighter during a future period when the firefighter is receiving continuation of

pay or wage-loss compensation, the employee's leave status will be considered to satisfy the firefighter's work hours obligation, but only if the other firefighter under the affected qualified trade-of-time arrangement had already completed their part of the trade.

(e) If neither firefighter had completed their respective parts of the trade before the work injury leading to workers' compensation benefits, the trade-of-time arrangement will be automatically cancelled.

f. Recordkeeping.

(1) DoD Components must keep records of a qualified trade-of-time arrangement (including uncompleted arrangements) for 4 years after the last substituted work performed under the arrangement.

(2) DoD Components must keep current records that show pending-completion qualified trade-of-time arrangements for each firefighter, including the current balance of hours committed (but not yet executed) for substitution, as required to apply the rule in paragraph 4.c.(4)(a).

## GLOSSARY

### PART I. ABBREVIATIONS AND ACRONYMS

ASD(M&RA)	Assistant Secretary of Defense for Manpower and Reserve Affairs
AWOL	absent without leave
AWS	alternative work schedule
DASD(CPP)	Deputy Assistant Secretary of Defense for Civilian Personnel Policy
LWOP	leave without pay
OPM	Office of Personnel Management
U.S.C.	United States Code
USD(P&R)	Under Secretary of Defense for Personnel and Readiness

### PART II. DEFINITIONS

Unless otherwise noted, these terms and their definitions are for the purposes of this volume.

agency. Defined in Section 5541 of Reference (d) (includes the DoD Components).

annual leave. Leave that may be used by a DoD employee for personal reasons. An employee has a right to take annual leave, subject to the right of the supervisor to schedule the time at which annual leave may be taken. Employees may elect to use annual leave and have the option to use sick leave.

AWOL. A nonpay status that covers an unapproved absence from duty.

compensatory time earned. Time off with pay in lieu of overtime pay for irregular or occasional overtime work. When permitted under an agency's flexible work schedule program, compensatory time earned may also be time off with pay in lieu of overtime pay for regularly scheduled, irregular, or occasional overtime work.

compressed work schedule. Fixed work schedules that enable full-time DoD employees to complete the basic 80-hour biweekly work requirement in less than 10 workdays.

credit hours. Hours that a DoD employee elects to work, with supervisory approval, in excess of the employee's basic work requirement under a flexible work schedule.

flexible work schedules. Consists of workdays with flexible hours in which employees provide mission coverage. Flexible hours are the part of the workday when employees may (within limits or “bands”) choose their time of arrival and departure. Within limits set by their agencies, flexible work schedules can enable employees to select and alter their work schedules to better fit personal needs and help balance work, personal, and family responsibilities.

geographical areas. Areas within which DoD employees normally commute to work.

in-lieu-of holidays. A substitute holiday available to all full-time DoD employees, including those on flexible or compressed work schedules, when a Federal holiday falls on a non-workday. In such cases, the in-lieu-of holiday is the basic workday immediately preceding or following the non-workday.

LWOP. A temporary nonpay status and absence from duty that, in most cases, is granted at the DoD employee’s request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy.

telework-ready. An employee participating in a program that enables the employee to work from an approved alternate work location, thereby allowing the employee to maintain productivity during severe weather or emergency situations.

weather and safety leave. Defined in Section 6329c of Reference (d).