



FINANCIAL CRIMES ENFORCEMENT NETWORK

Check one: Issuance Bulletin Manual Supplement Amendment Revision

SUBJECT: **ALTERNATIVE WORK SCHEDULE (AWS) PROGRAM**

1. PURPOSE:

The Financial Crimes Enforcement Network (FinCEN) leadership supports programs that strengthen the strategic management of human capital, foster cooperation between all employees, increase employee productivity, and support FinCEN's ability to attract and retain a diverse and talented workforce. Alternative work schedules directly benefit mission accomplishment and provide employees with flexibility to balance work and personal activities. We recognize that while federal employees are required to fulfill a basic work requirement in a pay period, there are significant operational benefits to allowing managers and employees flexibility in the scheduling of these hours over the course of the pay period. Consequently, it is FinCEN's policy to approve requests for alternative work schedules, where such requests are consistent with the operational needs of the agency.

The AWS Program refers to both Compressed Work Schedules (CWS), which include the "5/4-9" or "4/10" CWS options and Flexible Work Schedules (FWS) which include a Flexitour, Gliding, or Maxiflex options. This policy does not create any right to an alternative work schedule. The decision to execute an Alternative Work Schedule Agreement or Biweekly Schedule Request is at the sole discretion of an employee's immediate manager. Managers shall base all decisions on requests for an alternative work schedule on the operational needs of the organization and the employee's overall performance (minimal level for participation is Fully Successful). The nature of work by some employees may generally preclude the approval of an alternative work schedule. Additionally, managers may, at their discretion, alter, suspend or terminate an employee's approved request for an alternative work schedule agreement or biweekly schedule.

2. AUTHORITIES:

5 U.S.C. Chapter 61; Title 5 CFR, Part 610

3. SCOPE:

This policy applies to all full-time employees of FinCEN, except for GS-1811 Criminal Investigators.

4. OFFICE OF PRIMARY INTEREST:

Management Programs Division, Office of Human Resources.

/s/

James H. Freis, Jr.
Director

ALTERNATIVE WORK SCHEDULE PROGRAM

1. PROGRAM DEFINITIONS:

- A. Alternative Work Schedule. AWS includes both Compressed Work Schedules (CWS) and Flexible Work Schedules (FWS).
- B. Alternative Work Schedule Request and Agreement. The form that is used to establish the agreement to an AWS and outlines the responsibilities of the employee and the first line manager. (Fin030)
- C. Basic Work Requirement. It includes hours, excluding overtime hours, an employee is required to work or to account for by the charging of leave, excused absence, holiday hours, compensatory time off, or time off award. The basic requirement is 80 hours biweekly.
- D. Biweekly Pay Period. The two (2) week period that an employee is scheduled to perform work. The biweekly pay period begins on a Sunday and ends on the Saturday of the following week.
- E. Biweekly Schedule Request. The form that outlines an employee's biweekly work schedule. The form provides a matrix that enables an employee to request the days of the week he or she will work and the proposed duty hours. (Fin030A)
- F. Compressed Work Schedule. A basic work requirement for each pay period scheduled for less than 10 workdays. This is a fixed schedule with a predetermined arrival and departure time for each workday in the payperiod, and the same day off each pay period. "5-4/9" is a CWS that includes 8 workdays of 9 hours each, 1 workday of 8 hours and 1 non-workday within the biweekly pay period. "4/10" is a CWS that includes 4 workdays of 10 hours each and 1 non-workday, in each administrative workweek of the biweekly pay period.
- G. Core Hours. The hours of each workday during which an employee covered by a flexible (not compressed) work schedule must normally be on duty. At FinCEN the core hours are 10:00 am to 2:00 pm, Monday through Friday, unless management or organizational needs require otherwise.
- H. Credit Hours. Any hours within the FWS that are in excess of an employee's basic 80 hour work requirement and that the employee elects to work so as to vary the length of a workday or workweek. The opportunity to earn credit hours is available only to employees who elect to work the FWS option. Employees who work the CWS cannot earn credit hours. The employee's manager must approve the earning and using of credit hours. A maximum of 24 credit hours may be accumulated during each pay period. Credit hours earned may be carried forward and utilized during subsequent pay periods. Credit hours may be earned and used in increments of one-half hour and there is no time limit in which credit hours must be used. Credit hours cannot be earned on non-work

days. Employees in the Senior Executive Service may not accumulate credit hours under an AWS.

- I. Flexible Work Hours. The times during the workday, workweek or pay period within the tour of duty during which an employee covered by FWS may choose to vary his or her times of arrival and departure from the worksite consistent with the duties and requirements of the position. At FinCEN these hours are normally 6:00 AM to 7:00 PM Monday through Friday.
- J. Flexible Work Schedule. An 80-hour biweekly basic work requirement that allows the employee to determine his or her own schedule within the limits set by the employee's manager.
- K. Flexitour. A FWS in which an employee is allowed to select his or her workday arrival and departure time within the flexible work hours. Once selected, the hours are fixed and employees must be scheduled for a minimum of 8 hours per workday, which include the core hours. (Ex: Instead of working 8:30 am to 5:00 pm, an employee could request to work 6:00 am to 2:30 pm or perhaps 9:00 am to 5:30 pm.)
- L. Gliding. A FWS in which an employee has a basic work requirement of 8 hours in each day and 40 hours in each week. The employee may select a workday arrival and departure time each day and may change workday arrival and departure times daily within the established flexible work hours. A predominant pattern of arrival should be indicated initially and after that the employee should communicate with his or her manager as to anticipated arrival and departure times. (Ex: An employee might request a predominant pattern of arrival of 8:00 am, with a departure time of 4:30 pm. If approved, the arrival and departure times could then vary by day, as long as the 8 hour work requirement is met each day.)
- M. Maxiflex. A FWS that allows an employee to choose his or her time of arrival and departure each day, the days of the pay period he or she will work, or both. An employee may vary the number of hours per day and the number of days per week within the limits established by the employee's manager. The nature of the employee's work and the operational needs of FinCEN must lend itself to this type of schedule.
- N. Regular Working Hours. The hours within a workday during which an employee is regularly scheduled to be on duty. Lunch periods are not hours of work and are excluded from the total regular working hours.
- O. Standard Hours. The business operating hours of FinCEN are 8:30 AM to 5:00 PM, Eastern Time, Monday through Friday.
- P. Standard Work Schedule. The traditional federal work schedule in which an employee works 8.5 hours (including non-paid one-half hour for lunch) per day, 40 hours per week, for his or her scheduled regular working hours.
- Q. Time Reporting. AWS participants will use WebTA to reflect the number of hours worked each day as a means of recording time. Employees should ensure their profile in WebTA correctly reflects their work schedule.

- R. Tour of Duty. Under a FWS, tour of duty means the limits set by FinCEN within which an employee must complete his or her basic work requirements. Under a CWS, tour of duty is synonymous with basic work requirements.
- S. Workday. The period of time between the commencement and cessation of the employee's principle FinCEN business activities for the day. This period of time encompasses the regular working hours as well as the lunch period.

2. PROGRAM PROCEDURES:

- A. Participation. To participate in FinCEN's AWS Program employees must submit the Alternative Work Schedule Request and Agreement (Fin030, Attachment 2) to their first line managers for approval. Employees must possess and maintain performance at the fully successful level to participate in the program. Prior to receiving a performance review, performance may be assumed to be fully successful. After management approval, the AWS will be effective at the beginning of the next pay period.
- B. Scheduling. First line managers will communicate AWS procedures to employees and maintain records that document AWS requests, Biweekly Schedule requests and changes for internal control purposes. First line managers must ensure appropriate employee coverage during standard hours.
- C. Premium Pay. If an employee elects an AWS and begins work before 6 a.m. or works after 6 p.m., he or she is not entitled to receive premium pay for night work; which is from 6 p.m. to 6 a.m., solely because the employee elects a time of arrival or departure, at a time of day for which premium pay is otherwise authorized.
- D. Holidays. An employee on CWS is entitled to the number of scheduled hours of pay for each holiday when he or she does not work. An employee on FWS is limited to 8 hours of pay when he or she does not work and may need to adjust his or her biweekly work schedule to account for 80 hours of work.

When a holiday falls on the off-day of an employee who works an AWS, the employee receives an in-lieu of holiday as follows: (1) When a holiday falls on other than a Sunday, the in-lieu of holiday normally is the preceding workday (e.g., when a holiday coincides with an off-day on a Monday, the preceding Friday would be the employee's in-lieu of holiday), and (2) When a holiday falls on a Sunday, the in-lieu of holiday is normally the following workday.

- E. Leave. Leave may be granted in excess of 8 hours per day for employees on AWS.
- F. Teleworking. An AWS will not affect an employee's eligibility for teleworking.
- G. Training. Every employee is required to attend and complete all of the training for which he/she is registered. When an employee on a CWS is enrolled in a 5-day or longer training program, he or she should revert to working a standard work schedule of 40 hours per week in the biweekly pay period (i.e., employees will not be allowed to use the CWS schedule during the pay period in which they are involved in training). Training of

shorter duration also requires the employee's full attendance which may require an adjustment to his/her schedule. This applies to travel or jury duty as well.

The employee is responsible for notifying his/her manager so that appropriate arrangements can be made for the employee to complete 80 hours in the pay period, or 40 hours per week. The employee's manager should assess the event's time requirements to determine whether the employee should remain on the CWS or revert to a standard work schedule through the end of the pay period(s) encompassing the event. Any rescheduling should be done at least one administrative workweek before the work schedule change takes effect. Because a temporary work schedule change can disrupt an employee's work/life balance, managers should require such a change only when necessary to fulfill the employee's obligation.

- H. Overtime/Compensatory Time. AWS does not affect the existing overtime and compensatory time policy; managers and employees will submit requests for approval in accordance with the existing policy.

3. **PROGRAM RESPONSIBILITIES:**

A. Managers are responsible for:

1. Communicating procedures to employees and maintaining records that document signed Alternative Work Schedule Request and Agreements, Biweekly Schedule Requests and changes for internal control purposes.
2. Completing an Alternative Work Schedule Request and Agreement form (Attachment 2) for employees approved and/or disapproved for the AWS program, providing written explanation for not executing an AWS Agreement.
3. Ensuring their employees adhere to the procedures and direction contained in this Directive.
4. Taking appropriate action if an individual employee is unable to comply with this Directive, including removing the employee from the AWS Program and/or imposing an appropriate disciplinary action in accordance with Directive 950.02: FinCEN Adverse and Disciplinary Action with Table of Penalties. Managers are encouraged to consult with the Office of Human Resources before taking action in such situations.
5. Establishing work schedules to ensure adequate employee and supervisory coverage during FinCEN's standard hours of operation or to meet agency needs.

B. Employees are responsible for:

1. Understanding and complying with the procedures and direction contained in this policy.
2. Completing a request to participate in the AWS Program by completing the Alternative Work Schedule Request and Agreement form (Attachment 2).
3. Observing agreed upon hours of work in accordance with the approved schedule; following procedures developed by the first line manager to request and obtain changes in accordance with this policy.
4. Requesting removal from an AWS and requesting to work a standard work schedule at any time, effective the pay period after approval of the request.

5. Maintaining accurate records including: Work Schedule Request and Agreements, Biweekly Schedule Requests and time and attendance.

C. The Management Programs Division, Office of Human Resources is responsible for:

1. Oversight of the AWS Program.
2. Providing advice and guidance on the administration of the AWS Program.

4. **REVOCATION OF THE ALTERNATIVE WORK SCHEDULE PROGRAM:** Based on the needs or requirements of the organization, managers may terminate the AWS Program for his or her staff at any time. The Director may terminate the AWS Program bureau-wide at any time.

Financial Crimes Enforcement Network (FinCEN)
ALTERNATIVE WORK SCHEDULE REQUEST AND AGREEMENT

The following constitutes an agreement of the terms and conditions of the Alternative Work Schedule agreed to between:

Employee: _____ Office: _____

and First Line Manager: _____

1. The Employee:
 - a. Volunteers to participate in the Alternative Work Schedule Program and understands and agrees to adhere to the guidelines and policies.
 - b. Has read the AWS Program Directive and understands and agrees to adhere to the guidelines and principles therein and herein.
 - c. Understands participation in this program is subject to management approval; work schedules must be consistent with the needs of the Financial Crimes Enforcement Network.
 - d. Understands that the first level manager will approve scheduling requests to the extent possible; however, he or she retains the right to limit the degree of personal choices available in order to meet the mission.
 - e. May request removal from an Alternative Work Schedule and work a standard work schedule at any time, effective the pay period after the request is granted.
 - f. Will accurately maintain records including: Work Schedule Request and Agreement, Biweekly Schedule Requests and time and attendance.

2. The First Line Manager:
 - a. Approves/disapproves the employee's participation; approves/disapproves and monitors work schedules to meet mission requirements established in the guidance.
 - b. Provides written explanation for disapproval of agreement and/or schedules.
 - c. Agrees to adhere to the applicable guidelines and policies.
 - d. Will remove an employee from the Alternative Work Schedule program, and/or take other appropriate action, if the employee is unable to adhere to the directions and guidelines contained in the policy.
 - e. Communicates procedures for employees to request work schedules, record approval/disapproval of schedules.
 - f. Will ensure time and attendance records are accurate and certify time and attendance in accordance with the employee's approved biweekly schedule.
 - g. Must ensure adequate office and supervisory coverage to meet mission requirements.

The signatures below indicate that both the employee and the First Line Manager are aware of and will follow the guidelines and policies of the FinCEN AWS Program.

Employee: _____
Signature Name/Date

First Line Manager: _____
Signature Name/Date

Financial Crimes Enforcement Network (FinCEN)
BIWEEKLY SCHEDULE REQUEST

Work Schedule For: _____
Employee Name Office

I have elected the following Work Schedule:

- Standard (Fixed) Eight Hour Schedule: Monday- Friday 8:30 am- 5:00 pm.
- Compressed Work Schedule (With fixed start and end times and same day off each pay period)
- Flexible Work Schedule Flexitour Gliding Maxiflex

Indicate desired days and hours of duty for those days (including a one-half hour non-paid lunch period).
 Indicate a predominate pattern of arrival for Gliding or Maxiflex schedules.

WEEK 1	Monday	Tuesday	Wednesday	Thursday	Friday
Tour of Duty Begin					
Tour of Duty End					
WEEK 2	Monday	Tuesday	Wednesday	Thursday	Friday
Tour of Duty Begin					
Tour of Duty End					

The Financial Crimes Enforcement Network operates under an Alternative Work Schedule Policy. I understand my responsibilities as an employee and I know what is expected of me to fulfill my commitment to account for an 80-hour pay period under this work schedule arrangement.

I have completed this form, which indicates my preference for a work schedule. I realize that this work schedule requires approval from my first line manager before it is authorized. I also understand that if I move to another position I will need to submit a new Alternative Work Schedule Request and Agreement and a Biweekly Schedule Request.

This form reflects my standard biweekly work schedule. When approved deviations from this schedule occur due to work requirements or personal request, those changes will be approved and documented by means of the certification process within the Web T&A System. I also understand that this schedule may be changed by Management or me to meet the operational needs of the organization.

Employee's Signature

Date

First line Manager's Signature

Date

APPROVED
 DISAPPROVED