

Nationwide Agreement between
Consumer Finance Protection Bureau
and
National Treasury Employees Union

**CONTRACT SUMMARY
& HIGHLIGHTS**

Article 1: Coverage

- This contract applies only to bargaining unit employees and positions in CFPB.
- Bargaining unit employees covered by this agreement include all “professional” and “non-professional” employees nationwide, including Headquarters and the field.
- All bargaining unit employees – those not in managerial or supervisory positions - are covered by the Agreement, and CAN join NTEU!

Article 2: Precedence of Law and Regulation

- CFPB and its employees are governed by future and existing laws.
- If there's a conflict between this Agreement and any Bureau rules and regulations (including policies), ***this Agreement governs.***
- Any government-wide regulations in effect on the effective date of this Agreement must be followed. However, if there is a conflict between any government-wide regulation issued after that date and this Agreement, this Agreement governs.

Article 3: Employee Rights

- Bargaining unit employees have the right to form, join or assist any labor organization, or to file grievances or participate in the collective bargaining process, without fear of penalty or reprisal.
- No employee will be adversely affected as a result of carrying out lawful assignments and instructions of a supervisor, or when an employee acts in good faith in carrying out instructions. A process is provided for an employee to question the legality of a supervisor's order.
- An employee will be provided with a reasonable amount of duty time to confer with a union representative about any matter that can be grieved or bargained under the contract.
- An employee who is the subject of an investigation or reasonably believes that an interview may result in disciplinary action may request a Union representative accompany him/her to the interview.

Article 4: Employer Rights

- Management rights under the federal labor relations statute, including the right to assign work, are outlined in this Article.
- The Union has the right to bargain over the procedures that will be followed in the exercise of management's statutory rights, and appropriate arrangements for employees who would be adversely affected.

Article 5: Union Rights

- NTEU is the exclusive representative of bargaining unit employees and is entitled to act for and negotiate collective bargaining agreements for all employees in the unit.
- NTEU has the right to attend any formal meeting or discussion between any CFPB official and any employee concerning any grievance, any personal policy or practice or other general conditions of employment.
- NTEU may refuse to represent employees in proposed disciplinary matters and statutory appeals (for example, Adverse Actions, Unacceptable Performance Actions, RIFs and EEO complaints).

Article 6: Equal Employment Opportunity

- The Employer and the Union affirm their commitment to the principles of equal employment opportunity and workplace fairness. The Employer will promote a workplace environment that is free of discrimination and one which capitalizes on respect, inclusion, dignity and integrity, and values the diversity of its workforce.
- As provided in Article 44 (Grievance Procedure), any EEO claims may be raised through the EEO statutory procedure or through the grievance procedure, but not both.
- An employee may be accompanied by a Union representative to meetings that occur throughout the EEO process.

Article 7: Employee Personnel Files

- Upon request, each employee is entitled to a copy of any document in his/her Official Personnel Folder. Employees are notified by email when a document is placed in his/her eOPF.
- Managers may not maintain any employee personnel file in violation of any law or regulation, including the Privacy Act. Managers may maintain a file containing personal notes and emails relating to an employee solely for the purpose of making a contemporaneous record regarding an employee's performance and/or conduct. Personal notes may not be disseminated in any form and will remain in the exclusive possession of the originator.

Article 8: Health and Safety

- This article includes provisions regarding annual safety inspections and evacuation drills, and routine testing of indoor air quality. A Union representative can accompany management on any health and safety inspections.
- If an employee raises a reasonable concern of possible injury or harm from conditions in his/her workplace, the Employer and the Union will promptly discuss appropriate arrangements for the affected employee(s), which may include temporary relocation to another workspace, telework or administrative leave.

Article 8: Health and Safety (continued)

- The CFPB will provide employees at home Duty Stations with an allowance (such as through the P-card program) of \$200 for a desk and \$200 for a chair, every four years. Additional expenses may be approved in advance by management in conjunction with the Reasonable Accommodations Coordinator as appropriate.
- The CFPB will update any examiner-in-charge checklists to include a reminder to obtain information on security and evacuation procedures and safety supplies available for each exam site, and the location of nearest emergency room or urgent care facility. Employer will also make available first aid kits and flashlights to regional offices, so that Examiners in Charge may request these items be sent to exam sites.

Article 9: Work Schedules

- This Article explains the requirements for Alternative Work Schedules, including Flexible 5-4/9, Gliding Schedule and Credit Hours.
- Core Hours, during which all employees must be present on regularly scheduled workdays, are between 10:00 a.m. and 2:30 p.m. For employees on an 8-hour Gliding Schedule, and 9:30 – 2:30 for employees on a Flexible 5-4/9.
- Each employee may select a fixed work schedule with starting times between 6:00 a.m. and 9:30 a.m. (for a 5-4/9) or 10:00 (for a 8-hour Gliding Schedule), which may include different starting times on different days. Work schedules will be determined in advance, and will be approved absent interference with mission, staffing or workload requirements.

Article 10: Part-time Employment

- Part-time work schedules must contain no fewer than 32 and no more than 64 hours per pay period.
- Part-time work schedules may be permanent or temporary. Temporary part-time schedules are normally for a period of time not to exceed one year and may be extended for up to an additional year.
- The CFPB and NTEU recognize that employees may desire part-time employment for personal, medical or business-related reasons. The Employer encourages supervisors and managers to be receptive to the use of part-time schedules.

Article 10: Part-time Employment (cont.)

- Before an employee is assigned to a part-time work schedule, the Employer shall provide the employee with access to information, on the impact of part-time employment on the following: retirement; health, life and disability insurance; promotion; pay issues; leave; holidays; benefits; and reductions in force.
- Employee requests will be handled fairly and equitably. The Employer's decision to approve or deny an employee's requested part-time schedule will be based on an evaluation of position, work group, employee-related factors and the impact on the Employer's workload, staffing, mission, budget and other business needs.

Article 11: Overtime and Premium Pay

- Entitlement to overtime pay is governed by the Fair Labor Standards Act (for non-exempt employees) and the Federal Employees Pay Act (for exempt employees).
 - Under FEPA, overtime must be officially ordered and approved, and pay rates are capped.
 - Under FLSA, an employee may receive overtime pay even if not ordered if it was “suffered and permitted,” and employees are paid time and a half.

Article 11: Overtime and Premium Pay (cont.)

- When overtime is required for an existing or ongoing project, the overtime will be assigned to the employees working on the project unless the Employer determines otherwise.
- When overtime is required on an assignment that is not of an ongoing nature, overtime may be assigned to employees determined by the Employer to be best qualified to perform the work necessary to be completed, taking into consideration the knowledge, skills and abilities of the employees and the nature of the work to be performed.

Article 11: Overtime and Premium Pay (cont.)

- Except when overtime must be worked by a specific employee or employees, management will solicit expressions of interest to work the overtime from among qualified employees.
 - If there are a greater number of qualified volunteers than are needed to perform the work, overtime will be ordered to be performed by qualified employees based on seniority.
 - If there are insufficient qualified volunteers and the Employer determines the overtime work needs to be completed, then the work will be ordered to be performed by qualified employees based on inverse seniority.

Article 11: Overtime and Premium Pay (cont.)

- An employee will, upon request, be released from an overtime assignment if a fully-qualified replacement is available and willing to work. However, if granting such a release would result in a severe disruption of existing work assignments, and/or significant increase in costs, the request may be denied.
- When an employee must perform work or duties that are not consistent with the employee's primary duties for a period exceeding 30 consecutive calendar days, the employee's exemption status will be determined by the EMPLOYER in accordance with the provisions of 5 C.F.R. 551.211 and applicable law.

Article 12: Telework

- All positions and employees are eligible to be considered for telework.
- Management will determine whether telework is appropriate on a position-by-position or case-by-case basis by evaluating each situation to determine the optimum work arrangement and ensure that telework does not diminish employee performance or CFPB operations. At a minimum, an employee approved to telework must be assigned to a position where it is feasible to perform officially assigned duties away from the official worksite for the time approved for telework. This includes consideration of information security and portability or availability of work materials.
- Employees may appeal denial of telework through the negotiated grievance process.

Article 12: Telework (continued)

- Criteria used to determine an employee's **suitability** for participation
 - The proposed telework arrangement is consistent with the operational needs of the Bureau.
 - can perform official duties from a site other than his/her official worksite.
 - has sufficient portable work to perform on any assigned and authorized telework day to cover duty hours and has equipment necessary to perform the work.
- 1. occupies a position whose duties do not require:
 - a. Daily face-to-face contact with the supervisor, other employees, or customers;
 - b. Daily access to material that may not be removed from the official duty station or is not accessible by computer;
 - c. Special facilities or equipment to perform the job and that cannot be made available at the alternate site;
 - d. Compliance with Privacy Act, security, or health/safety requirements that cannot be adequately addressed at an alternative worksite.
- 2. performs independently with little to no direct supervision once the supervisor has relayed overall guidance on expectations and objectives.
- 3. can satisfy home work-site requirements related to, for example, safety and protection of records, or has a remote workstation available.
- 4. does not create an increase in workload for other employees because of his/her absence from the employee's official worksite.
- 5. whether the telework schedule would result in the need to deny requests from similarly-situated employees to also engage in reasonable telework.
 - performing at a minimum at the Acceptable level on all assigned competencies and objectives.

Article 12: Telework (continued)

An employee **is not eligible** for telework under this Article if the employee:

- Has been officially disciplined for conduct not conducive to successful performance under a telework agreement within the 2 years prior to the telework agreement, including, but not limited to, being absent without permission for more than 5 days in any calendar year; or
- Has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch governing misuse of position, including misuse of Government property (e.g., for reviewing, downloading, or exchanging pornography, including child pornography, or operating a for-profit business enterprise, on a Federal Government computer or while performing official Federal Government duties).

Article 12: Telework (continued)

Types of Telework:

- Situational Telework, also called “episodic” telework, occurs when an employee teleworks on an ad hoc basis to accommodate employee requests for occasional telework (whether for regular work or short-term projects), or non-recurring circumstances such as a temporary medical condition, severe weather or emergency conditions, or Continuity-of-Operations Plan (COOP) requirements. Employees must request advance supervisory approval for each instance of situational telework, except when the Bureau’s operating status announcement states that unscheduled telework is authorized. When such an announcement is made, employees must notify their supervisors prior to the start of the employee’s regular workday.
- Extended Situational Telework occurs when an employee teleworks continuously for an extended period of time (30 days – 6 months) as a result of a particular medical or personal situation.

Article 12: Telework (continued)

Routine Telework occurs when an employee teleworks on a recurring basis on a set schedule.

- Employees within the first 60 days of assuming a new position are not eligible for routine telework. They may be considered for situational or extended situational telework only.
- Routine telework arrangements generally range in frequency from one to two days per week. Employees may also request a less frequent routine arrangement. Employees who have routinely teleworked for two days per week for a period of one year may request approval for routine telework for three days per week.
- All full-time employees who are approved for situational telework under this Article will be approved for routine telework of a minimum frequency of one day per week, if the employee requests such an arrangement; employees in the Division of External Affairs may work a maximum of one day per week.
- Employees approved for routine telework remain eligible to request additional instances of situational telework.

Article 12: Telework (continued)

- Unscheduled Telework may occur when the Office of Personnel Management or a local Federal Executive Board issues a government operating status indicating that employees in the local commuting area may take advantage of unscheduled telework. Only employees who have approved telework agreements may participate in unscheduled telework.
- Dismissals and Closures:
For employees whose official permanent worksite is Headquarters or a CFPB Regional Office.
 - When an emergency closes the employee's official worksite, employees who have an approved telework agreement in place will be granted one day of administrative leave for the first day the office is closed.
 - If the employee's official worksite is closed for more than one consecutive day, employees with a Telework Agreement in place will be required to work from the alternate worksite designated on their Telework Agreement beginning the second day of the closure.
 - If the teleworking employee's alternate worksite is also affected by an emergency, the employee may be excused from work in accordance with CFPB operating status instructions.
 - When an emergency affects only the teleworker's alternate worksite, management may require the teleworker to report to the official worksite, or the employee will be allowed to take leave.

Article 12: Telework (continued)

- Daily Work Schedule: Generally, the employee's work schedule at the official worksite should apply while teleworking. Any change to the regular work schedule must be approved by the supervisor. The employee must account for any time not engaged in work through use of appropriate, approved leave (e.g., annual leave, sick leave, credit hours).
- Teleworkers will receive the same treatment and opportunities as non-teleworkers with regard to awards and recognition, development opportunities and promotions.
- Work Assignments and Performance: Teleworking employees must complete all work assignments according to guidelines and standards set forth in their performance plans. **Teleworkers will be evaluated consistent with the CFPB performance management program and will be treated the same as non-teleworkers with regard to performance management.**

Article 13: Workload Management

- Management will assign work **fairly and equitably**, taking into consideration workload, staffing and mission-related factors such as: opportunities for career development and expertise enhancement; promotion of collaboration and knowledge transfer; fostering work life balance; and rotation of assignments among interested and qualified employees. **Work assignments will not be made to reward or punish an employee.**

Article 13: Workload Management (continued)

Management will notify employees of examinations or other assignments requiring overnight travel as far in advance as practicable, generally at least two weeks in advance. For examinations and targeted reviews, employees will also be notified of the Examiner-in-Charge when the assignment is made, or if there are any changes in the EIC assignment.

- An employee may request a meeting with his/her immediate supervisor to discuss the employee's request for a workload adjustment.
- Changes in employee workload or work assignments which have more than a *de minimus* impact are subject to the requirement to provide the Union with notice and the opportunity to bargain prior to implementation.

Article 14: Travel

- Travelers who meet the eligibility criteria will be granted authority to approve eligible non-local Authorizations in lieu of their AO. The AO coordinates this approval with the Travel Office. The auto-approval of non-local travel will be valid for a full fiscal year and automatically renews for travelers who meet the eligibility criteria.
- ***Eligibility Criteria*** - Travelers must:
 - Have a government travel card in good standing; and
 - Have not received a reprimand or suspension for travel-related conduct reasons within the previous 12 months; and
 - Have completed required training.

Article 14: Travel (continued)

Trusted Traveler Programs TSA PreCheck and Global Entry

- Travelers who meet the eligibility criteria below may seek reimbursement for the application fee (initial and renewal) for Global Entry or TSA Pre✓. Travelers may use one duty hour to complete the application process.
- **Eligibility Criteria. Travelers:**
 - Must have a government travel card in good standing;
 - Must have paid the application fee after their official start date at CFPB; and
 - May not be reimbursed for application fees more than once every five years.

Article 14: Travel (continued)

■ **Intervening Weekend Travel**

- On intervening weekends, travelers have the option to remain at the TDY (“Stay”) or leave the TDY (“Go”). When choosing to Go, transportation costs to and from the TDY are reimbursable. Travelers are not eligible for per diem expenses once they leave the TDY, until they return to the TDY.
- If the traveler chooses to leave a TDY on an intervening weekend, up to three hours of the travel time for the departure and up to three hours of the travel time for the return are compensable. This compensable time may be a combination of regular duty and compensatory time for travel. Any additional travel time must take place on the traveler’s own time, outside of regular work hours. The traveler is limited to the actual travel time for the trip or three hours per leg, whichever is less.
- If the traveler chooses to leave the TDY more than three hours prior to the end of the work day or return more than three hours after the start of the work day, the traveler must request approval for and use annual leave, compensatory time, credit hours, or leave without pay to cover the additional travel time, under normal leave procedures.
- Reimbursement for any taxable intervening weekend reimbursement will be grossed up at a 27.5% tax offset rate.

Article 14: Travel (continued)

Frequent Traveler Stipend Program (FTSP)

- Eligible travelers may receive:
 - \$40 per night for Eligible Temporary Duty Travel (ETDY) nights 51-70; and
 - \$50 per night for ETDY for nights 71 and beyond.

- ETDY excludes:
 - a) Nights incurred for personal reasons, rather than business reasons;
 - b) Nights on days where the traveler used more than two hours of annual leave, compensatory time, credit hours, or leave without pay;
 - c) Nights incurred so that an Employee may telework at the TDY;
 - d) Nights in violation of this Article;
 - e) Overnight travel of a new hire prior to that individual's first day of employment; or
 - f) Other travel not required by the CFPB.

Article 14: Travel (continued)

Local Travel Waivers for Home Duty-Stationed Employees

- Home Duty-Stationed employees may obtain **four** local travel waivers per fiscal year of which two may only be used for SEFL or OSE all-hands training conferences within the defined local travel area. Each local travel waiver applies only to one Authorization. The employee's supervisor or AO must approve the waiver in advance in writing.

Article 14: Travel (continued)

POV Travel

- The Bureau does not require or encourage any employee to use a POV in conjunction with official travel. Where common carriers or rental cars are not available or do not meet business needs, travelers may seek approval to use a POV.
- If the Bureau determines that another means of transportation is more advantageous to the government, but the employee nonetheless elects to travel by POV, then the employee will be required to complete a cost comparison and indicate that the use of POV was by personal choice.
- When pricing use of a common carrier, the traveler must use the travel itinerary he or she would otherwise select based on the requirements of the work assigned, and the employee should submit the travel authorization two weeks in advance, when possible, to take advantage of discount contract fare when available for cost comparison.

Article 14: Travel (continued)

Rental Cars:

- Travelers assigned to the same TDY must coordinate use of rental cars to share rides and avoid incurrence of unnecessary costs. Travelers are normally expected to share rental cars at a ratio of two to three travelers to one rental car. In order to facilitate such sharing, travelers should coordinate travel plans as much as practicable, and travelers tasked with securing rental cars are expected to coordinate and help transport team members at the same hotel and those at other nearby hotels.
- Travelers must select an economy, compact or intermediate vehicle unless a different class of car is required for business reasons.

Article 15 - Training

- The Bureau will, in alignment with its training policies and within budgetary constraints and workload considerations, make training available to permanent employees in accordance with merit systems principles and applicable laws, rules, regulations, and the provisions of this Article.
- The training policies of the CFPB will be administered in a **fair and equitable** manner in accordance with the provisions of this Article and the mission requirements of the CFPB.
- Required training shall include all training that is a requirement of the employee's position. It is understood that Attorneys (0905 Series) are required to be licensed by a state bar as a condition of employment. It is also understood that many states require compliance with annual continuing legal education (CLE) requirements.

Article 15: Training (continued)

- The Bureau agrees to provide professional and career development training resources and funding to its employees in accordance with existing policies, procedures, and programs, within budgetary constraints, workload considerations, and the provisions in this Article.
- The Employer will consider the following factors in evaluating employee requests for external training including but not limited to:
 - Whether the training's structure and performance objectives are valid for the employee's needs and will enable the employee to increase his or her knowledge/skills to perform his or her current official duties.
 - Whether comparable training is available through EMPLOYER developed courses or it would be too costly and/or inefficient for the EMPLOYER to develop a comparable course at this time.
 - Whether the course meets the needs of the employee and the EMPLOYER as well as or better than other courses of its nature which may also be available at that time.
 - Whether sufficient funds are available in the training budget.
 - Whether the course is being taken solely for the purpose of obtaining a degree or certification.

Article 16: Performance Management

Performance plans will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Performance plans will be:

- Aligned with the Agency's strategic objectives and priorities, as well as those of the specific business unit;
- Compliant with the Bureau-wide competencies, standards, and critical elements established for performance management purposes;
- Realistic, reasonably within the control of the employee; and
- Reflective of the "Accomplished Performer" performance level at the employee's current pay band (not "stretch" standards).
- Amended, as needed, if the employee changes pay band or in certain changes in of occupational code or position.

Article 16: Performance Management (continued)

The Rating Official should provide the employee with his or her performance plan generally within 30 days at the beginning of the rating period, or whenever there is a change in performance objectives or competencies.

- The Rating Official and the employee will meet to discuss all performance standards set forth in the employee's performance plan, and any expectations regarding the quality, quantity or timeliness of work assignments required to meet the “Accomplished Performer” standard. The employee may request clarification from the Rating Official concerning the meaning of performance elements and measurements. The Rating Official should be able to explain how the performance plan for the position relates to the specific duties, responsibilities, or major projects assigned to the employee on a recurring basis.

Article 16: Performance Management (continued)

- Employees will be rated under a two levels system as either an “Accomplished Performer” or as “Unacceptable.”
- Critical Elements in employee performance plans are organized into three competency families, with each weighted equally in the annual rating:

Team Member Performance Standards (Critical Elements)		
Getting the Work Done Providing High Quality Results Work Management Accountability	Investing in Yourself and Others Building Inclusive Relationships Building Capability	Leveraging Expertise Demonstrating and Sharing Subject Matter Expertise Analytic Thinking Oral Communication Written Communication

Article 16: Performance Management (continued)

Feedback:

- Rating Officials are expected to maintain an ongoing dialogue with employees about work assignments and performance, providing feedback and coaching guidance to employees on a regular and recurring basis throughout the year in order to ensure employee accomplishments are routinely recognized, expectations are clearly understood, employees are engaged in learning and enhancing their own performance, and any concerns are identified and addressed at the earliest possible time.
- In order to provide regular feedback and coaching and to promote open and honest dialogue, the Rating Official and the employee should have monthly "check-in" discussions to share information on work status and issues, share ongoing instructive and constructive feedback, jointly problem-solve, and build a strong relationship.

Article 16: Performance Management (continued)

Counseling:

- If the Bureau determines that an employee's performance is at risk of falling below the acceptable level, but not yet unacceptable, the manager will counsel the employee.
 - The Rating Official shall identify specific actions or steps the employee must take in order to avoid an unacceptable rating.
 - Assistance provided by the Rating Official may include, but is not limited to, closer supervision, on-the-job training, or formal training.

Article 16: Performance Management (continued)

Performance Documentation:

- Rating Officials will provide employees with copies of any documentation containing performance-related feedback that the Rating Official determines will have a significant impact on an employee's performance evaluation. This includes any documentation that is referenced or relied upon in the evaluation.
- The Rating Official will share this documentation with the employee as soon as possible, normally within 15 workdays of when the documentation is received or prepared by the Rating Official, or the date that the Rating Official determines that it will have significant impact on the employee's performance rating.

Article 16: Performance Management (continued)

Performance Improvement Plan (PIP):

- When the Rating Official identifies that an employee's performance level on any critical element(s) is at the Unacceptable level, the employee must be informed of this unacceptable performance on a timely basis and informed about the performance standards that he or she must reach to attain performance at the Accomplished Performer level.
- The Rating Official, with the assistance of OHC, is responsible for developing a Performance Improvement Plan (PIP) and placing the employee on the PIP. A formal rating of record of Unacceptable or prior counseling is not required before informing an employee about performance deficiencies, and Rating Officials should not delay informing employees about unacceptable performance until a formal rating of record is given.

Article 16: Performance Management (continued)

Performance Improvement Plans: Each PIP must be in writing and must:

- Identify the specific critical element(s) in which the employee is deficient.
- Describe the types of improvements (e.g., specific work or projects to be completed, steps or procedures to be followed, changes in display of expertise in specific competencies) that the employee must demonstrate to meet expectations of his or her performance plan.
- Offer assistance to the employee in improving performance to reach the Solid/Accomplished Performer level. This assistance may include formal training, on-the-job training, counseling, peer/team lead review, closer supervision, and/or other support.
- Provide the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position. Employees will be given a minimum of 90 days to do so. If 90 days is not sufficiently long to allow the employee to demonstrate the required performance, then the Rating Official may decide to extend the initial PIP period, in coordination with OHC, if it is determined that additional time would be beneficial for the employee to attain the required performance level.
- Inform the employee that, at the conclusion of the PIP, if performance has been unacceptable, the employee may be reassigned, assigned to a position of lower pay band, or removed from CFPB. The PIP must state that any improvement in performance above the Unacceptable level for the identified critical elements must be maintained by the employee for a period of one year from the start of the PIP, or a performance-based removal, reassignment, or reduction in pay band action may be initiated without offering another opportunity to improve.

Article 16: Performance Management (continued)

- If the annual evaluation of the employee's performance is at the Unacceptable level, the reasons for this rating must be explained in a narrative to support this rating. The narrative will identify and discuss specific performance deficiencies in direct relation to the performance standards set forth in the performance plan.
- If the Rating Official determines that an employee should be rated as Unacceptable, the rating official will notify the employee of the intended rating and provide the employee with an opportunity to meet and discuss the preliminary evaluation. This notification will occur no later than two (2) days before the submission of the rating to the Reviewing Official.

Article 16: Performance Management (continued)

Year-end Performance Summary:

- The Year-End Performance Summary will be completed in a **fair, objective, and equitable manner**. Rating Officials will assess actual job performance in relation to the performance standards set forth in the Performance Plan.
- Rating Officials will also consider **factors outside the employee's control** that may have impacted his/her performance, such as heavy workload, changes in priorities, changes in assignments and travel (if applicable), business exigencies, etc.

Article 16: Performance Management (continued)

- Employees will have the opportunity to submit written comments to the final Year-End Performance Summary. Employees will be provided with a reasonable amount of duty time, not to exceed three (3) hours, to prepare written comments concerning the Rating Official's final determination of performance.
- Bargaining unit employees may utilize the Grievance Procedure in the Collective Bargaining Agreement to request review of their Year-End Performance Evaluation rating.

Article 17: Employee Awards and Recognition Program

- All award determinations should encourage employee excellence and recognize employee contributions. Management will apply the eligibility criteria outlined in this article fairly and consistently when making award determinations, without regard to any non-merit factor (for example, race, color, sex (including pregnancy, sexual stereotyping, and gender identity/expression)), religion, national origin, age (40 or over), disability, uniformed status, sexual orientation, genetic information, parental status, political affiliation, marital status, membership in a labor organization or union activities, or prior EEO or whistleblower activity).

Article 17: Awards and Recognition (Continued)

- The Bureau will establish an annual budget for all monetary and non-monetary awards for all Bureau employees. The Bureau has determined that it will establish an annual budget of 0.5% of all employee salaries (not including locality).
- Each Division will receive a pro rata share based on headcount of the annual budget for monetary awards and is responsible for managing awards within this budget across the Division's offices and assigned staff. Each Division's awards budget will be further allocated on a pro rata basis between bargaining unit and non-bargaining unit employees.

Article 17: Awards and Recognition – Table of Awards

Award Type	Award	Amount	Comments
Monetary Awards	CFPB Spot Award ¹	\$50 - \$500	Assistant Director approves & manages budget
	Superior Achievement Award	\$750 - \$2500	Assistant Director approves & manages budget
	Team Achievement Award	\$250 - \$1,500 (per employee)	Assistant Director approves & manages budget
	Director's Mission Achievement Award	Up to \$7,500	<ul style="list-style-type: none"> • Director selects award recipients² • Awards budgeted centrally • Awards given after program year end
Time Off Award	Time-off Award	0-40 hrs	Assistant Director approves & manages usage
		41-80 hrs NTE 80 hrs/yr	Division's Assoc. Dir. and Chief of Staff, or his/her designee approves
Non-Monetary Recognition	Certificate of Appreciation	Non-monetary	N/A
	Retirement Recognition	Non-monetary	<ul style="list-style-type: none"> • Initiated by OHC • Presented by Supervisor
	Federal Length of Service Recognition	Non-monetary	<ul style="list-style-type: none"> • Initiated by OHC • Presented by Supervisor

Article 17: Awards and Recognition (Continued)

- Any employee may nominate any other employee for the Director's Mission Achievement Award.
- For all other awards, bargaining unit employees are encouraged to submit recommendations to the appropriate supervisor or manager, who have authority and responsibility to submit nominations.

Article 18: Merit Promotion

- This article applies to all promotion and placement actions to bargaining unit positions, and selection for a training program when that training is a requirement for promotion. Exceptions are listed in Section 2, including career ladder promotions, promotions due to an accretion of duties, application of new classification standards, temporary promotions of less than 120 days, and lateral reassignments.
- Merit promotion procedures apply when filling positions in the competitive service; they do not apply when filling positions in the excepted service. Promotions for Attorneys in the excepted service are covered in the separate agreement and policy covering Attorney Hiring and Promotion.
- Vacancy announcements are required to be open a minimum of seven (7) workdays.

Article 18: Merit Promotion (continued)

- Applicants who meet the minimum qualification requirements of the position and any selective placement factors (identified in the job announcement) will be further assessed based on criteria outlined in the job analysis developed prior to the vacancy announcement. To the extent possible, assessments, including but not limited to questions or writing samples, will be described in terms of observable, objective, and measurable criteria.
- If subject-matter experts (SMEs) are used to review and evaluate applicants, the assessment of each candidate by SMEs will be based solely on the documentation before the SMEs and not on the personal knowledge or opinion of the SMEs.

Article 18: Merit Promotion (continued)

- The “best qualified” applicants will be referred to the selecting official on a best qualified (BQ) certificate. The determination of the number of BQ applicants that are referred will be made using a natural break point in scores that allows for the referral of an adequate number of applicants. If there is not an adequate number of best qualified applicants in the highest scoring group, the hiring manager may request that applicants from the next lower category be referred for consideration.
- The names of the best qualified applicants will be sent to the selecting official in alphabetical order. The application materials of the referred applicants will be provided to the hiring manager.
- If the selecting official interviews any of the referred CFPB applicants, all referred CFPB applicants must be interviewed. The Employer will use structured interviews (i.e., the same questions for all applicants) to the maximum extent possible.

Article 18: Merit Promotion (continued)

- Upon request, each employee will be provided the following information regarding his or her application for a position announced under this Article if he or she has applied in a timely manner:
 - Whether or not his or her application was received;
 - Whether he or she met the minimum qualifications for the position, including selective placement factors;
 - Whether he or she was referred to the selecting official; and
 - If he or she was selected for the position.

Article 18: Merit Promotion (continued)

- On a quarterly basis, a Selection Report shall be sent to the Chapter President and will also be posted on the OHC intranet (or SharePoint site) for each BU position filled under the competitive merit promotion procedures. At a minimum, that report shall contain the following information:
 - Announcement number for each position filled.
 - Number of vacancies identified in the announcement and number of vacancies that were filled under each announcement.
 - Number of candidates referred under each announcement.
 - Selection action (i.e., a clear indication of whether or not a selection was made) for each announcement.
 - Date of each selection action (if a selection was made).

Article 18: Merit Promotion (continued)

Grievances involving non-selection for a promotion:

- If the employee was erroneously omitted from the best qualified list, he or she will receive priority consideration for the next appropriate vacancy for which he or she is qualified. An appropriate vacancy is one at the same band level and the same promotion potential as the position denied, and for which the employee is minimally qualified.
- Priority consideration involves, in addition to the above, the submission of the employee's name along with his or her application and performance appraisal alone on a certificate to the selecting official before the selecting official reviews the qualifications of all other competitive applicants.

Article 19: Career Ladder Promotions

- In order to be eligible to advance to the next level on a career ladder, there must be sufficient work at the next higher band level and the employee must meet the following three requirements:
 - Meet the qualification requirements of the next higher band;
 - Demonstrate an ability to perform the work required at the next higher level of the career ladder. If a Division or Office establishes job-specific standards or competencies for advancement through each level of the career ladder, then these standards will be uniform for all employees in the position and must be published or otherwise made available during the development of the employee's annual performance objectives (typically within 30 days after the employee begins work). If no specific standards are established by a Division or Office, then an ability to perform at the higher level will be demonstrated by the employee performing at the "Accomplished Performer" level.
 - Perform at the overall "Accomplished Performer" level and be rated as "Accomplished Performer" on any critical element that is also a critical element for the next higher band.
- Management normally will conduct the review and decide whether to promote an employee at least 30 days in advance of the employee's anniversary date provided that the employee is performing at the "Accomplished Performer" level.

Article 19: Career Ladder Promotions (continued)

- Employees in career ladder positions will receive a copy of the position description of the next higher level as they progress through each level of the career ladder. Management will identify and explain any job-specific standards or competencies established for the position, and what is expected from the employee to move through the ladder.
- Management will discuss the requirements for career band promotion during the discussion of the employee's annual performance plan (typically within 30 days after the employee begins work). Management will provide feedback on progress toward the next higher band during the employee's midyear and annual performance review. Management will also document the result of either conversation, in writing, at the employee's request.
- If Management determines that an employee on a career ladder is not to be promoted, the supervisor will meet with the employee to develop a written plan to achieve promotion in the future. This written plan will include the type of work assignments that if successfully completed would demonstrate the ability to perform at the higher level.

Article 20: Details

- A detail is the temporary assignment of an employee to perform the duties of a different position or perform a different set of job duties (including special projects or other assignments that are not covered by the employee's position description for a specified period with the employee returning to his or her permanent duties at the end of the assignment.

Article 20: Details (continued)

- Details to duties at the same or lower band may be made without competition for up to 120 calendar days, with extensions in 120-day increments up to a maximum of one year.
- Details to higher band duties (or duties with higher promotion potential than the employee's current position) may be made without competition for up to 120 calendar days. Details to higher band duties beyond 120 days within any twelve (12) month period require the use of merit promotion procedure. If the employee is selected for a detail to higher band duties of more than 30 days and less than 120 days and meets the OPM qualification standards, they will be temporarily promoted.
- Details to unclassified duties may be made without competition for up to 120 calendar days, with extensions in 120-day increments up to a maximum of one year.
- Details will not be extended without the employee's consent, except when necessary to complete work currently underway on an assignment.

Article 20: Details (continued)

- The Employer will solicit employee interest for details of more than 30 days; however, such solicitation is not required when there is a business need for the work to be performed by a specific employee due to specialized skills or experience, or based on a business exigency (e.g., need for work on the project to begin immediately).
- Solicitation may be made through an expression of interest announcement on the CFPB Intranet, or by email to the group of employees eligible to participate.
- The Employer will consider expressions of interest and make selections from among these employees in a fair and equitable manner.

Article 20: Details (continued)

Selection for details:

Consistent with the Employer's right to assign work and/or employees pursuant to 5 USC § 7106(a), its mission, staffing and workload requirements, and the terms of this Agreement, the Employer will consider such factors as:

- The mission-related needs requiring the detail assignment;
- Employee knowledge, skills, abilities, experience and relevant competencies;
- The extent to which workload would be interrupted in the office to which the potential detailee is permanently assigned;
- Other relevant job qualifications; and
- Developmental needs of the employee.

Article 21: Reassignments

- This Article addresses the non-competitive reassignment of permanent bargaining unit employees from one bargaining unit position to another where the Employer has decided not to fill the position through a competitive vacancy announcement. Competitive reassignments are covered by the Merit Promotion article.
- This Article does not apply to requests by employees under the Employee-Initiated Relocation Article.
- Employees in the Office of Supervision Examinations may request to relocate their Home Duty Station within their current region under separate procedures negotiated by the Parties.

Article 21: Reassignments (continued)

- The provisions of this Article do not apply to any reassignment resulting from a major reorganization, realignment or restructuring of a Division and/or Office, that involves the relocation of employees outside the commuting area or the closing of an office and in which the impact of the reassignments is more than de minimis.
- In such cases, the EMPLOYER agrees to provide the UNION with advance notice and an opportunity to bargain.

Article 21: Reassignments (continued)

Selection Process:

Unless a reassignment is directed for a specific Employee, the Employer will use the following reassignment procedures:

- The Employer will issue a notice of interest soliciting volunteers, listing the area of consideration, and the qualifications required for the position. In the event there are more volunteers than the Employer needs, selection from among qualified volunteers will be based on the longest length of continuous Bureau service.
- The Employer will compare the knowledge, skills, and abilities of the volunteers against the following criteria: 1. the grade(s) of the position(s) to be filled; 2. the duties to be performed; 3. the knowledge, skills, and abilities required by the position
- If there are insufficient volunteers to meet the needs of the Bureau, the Employer will determine the area of consideration and qualifications required for the position and select from among qualified employees based on shortest length of continuous Bureau service.

Article 22: Employee Initiated Relocation

- This article defines the process for employees to initiate a voluntary request to permanently change duty stations within the continental United States without a change in position. It is used to retain staff who may otherwise leave the Bureau, when the loss of the employee would result in a significant adverse impact on carrying out the mission of the organization.
- Employees in the Office of Supervision Examinations may request to relocate their Home Duty Station within their current region under separate procedures negotiated by the Parties.

Article 23: Position Classification

- The position description for each position will accurately reflect the duties, responsibilities, and the supervisory controls of the position. Employees will perform the duties enumerated in the position description for the position they are encumbering. Employees will be provided a copy of their position description (paper or electronic).
- New position descriptions will be prepared within sixty (60) calendar days (but no longer than ninety (90) calendar days) of assigning employees to do the work of the position in those instances where no classified position description exists which accurately describes the duties to be performed.
- When major duties are assigned on a regular and recurring basis which are not in the current position description, the EMPLOYER agrees to revise or amend the position description generally within sixty (60) calendar days but no longer than ninety (90) calendar days.

Article 23: Position Classification (continued)

- An employee may submit to his/her supervisor a written request for review of his/her position if he/she believes the duties he/she is performing are not consistent with the position description. The request must include a rationale in support of any changes to his/her position description along with a revised (edit mode) description of duties and responsibilities.
- The supervisor will review the material provided and discuss the position description and proposed changes with the employee. The supervisor's review and determination will normally be completed within forty-five (45) calendar days from receipt of a complete request from the employee.
- If unresolved, the employee may request a classification review by OHC. OHC will make the final determination as to whether the submitted rationale and revised description of duties and responsibilities constitute the need for an interview, fact finding, review of written material or a desk audit. To the maximum extent possible, OHC's classification review shall be conducted in a timely manner, generally no more than ninety (90) days from the receipt of the complete review request in OHC.

Article 24: Outside Employment

- Employees are responsible for consulting with an ethics official in regards to the outside employment request. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within twenty-five (25) calendar days of receipt. The EMPLOYER's decision will be made in accordance with the provisions of 5 C.F.R. Parts 2635 and applicable law.
- If approved outside employment is subsequently found to violate 5 CFR part 2635 or Bureau regulations, the Employer will give the employee a fifteen-day (15) notice to cease the activity. If the outside employment is specifically prohibited by law, such activity must cease immediately. **If the employee's outside employment activity was consistent with the outside employment activity that was requested and approved, and the employee ceases the outside employment activity as directed, then no disciplinary or adverse action will be taken.**

Article 24: Outside Employment (continued)

Employees may engage in the following types of outside employment without obtaining prior approval:

- Membership in and providing personal services (including holding of office or other leadership position) to non-profit organizations and associations formed to serve certain purposes/groups, so long as the membership or service does not include: the management of expenditures, budget or assets of the entity or entail the operation of a business-type activity for the entity (e.g., commercial clubhouse; operation of independent schools or institutions of higher education; sales of products/services). Employees may, however, engage in fundraising activities for nonprofit organizations, including the solicitation of funds or sale of items outside the workplace, consistent with 5 CFR 2635.808.
- Membership or service that does include management of expenditures, budget, or assets (other than fundraising activities) is subject to the regular pre-approval process.

Article 24: Outside Employment (continued)

- This article also includes rules concerning pro bono work by CFPB attorneys

Article 25: Employee Assistance Program

- The CFPB will offer an Employee Assistance Program (EAP) to help employees effectively address and overcome personal and professional problems or concerns. The details of an employee's discussions with a counselor may not be released to anyone, including the **Bureau**, without the employee's written consent, except as authorized by law, rule or regulation.
- The employee may receive up to two (2) hours of administrative leave for the initial session with an EAP counselor during duty time, and will use his/her own leave such as sick leave, annual leave, LWOP, earned credit hours, or earned comp time for any additional sessions.
- The Bureau and any other party involved will treat requests for meetings with EAP counselors as confidential.

Article 26: Transportation Subsidies

- The CFPB will provide eligible employees who use covered public transportation to commute to and from work an employer-provided fare subsidy to apply toward their monthly transit costs.
- Employees may receive transit subsidy benefits only for that part of their commute for which they use covered public transportation.
- The transit subsidy benefit is equal to the participant's actual monthly commuting cost, **up to the current tax-free limit allowed by law per month.**
- **Bikeshare:** CFPB will provide eligible employees with one-year membership to Capital Bikeshare in Washington, D.C. In other metropolitan areas in which the CFPB has a regional office, the CFPB will establish a similar program to reimburse or pay for employee bikeshare memberships where such bikeshare programs are available.

Article 27: Annual Leave

- The Employer will approve an employee's request for annual leave unless the employee's absence would have an adverse effect on staffing, workload or mission requirements.

Article 27: Annual Leave (continued)

- Annual leave, once approved, will not be rescinded unless the rescission is necessitated by a severe impact on workload, staffing, or mission requirements, or is required by applicable law or regulation.
- If the leave rescission will result in a monetary loss to the employee, the employee shall immediately notify the supervisor in writing of the actual amount of unavoidable loss that will be caused directly by the rescission. If the leave rescission remains in effect, the CFPB will reimburse the employee up to \$1250 for actual and unavoidable loss caused directly by the rescission.
- If an employee's previously approved leave is rescinded due to staffing, workload or mission requirements, the rescinded leave, up to 40 hours, will be restored, not to exceed the established ceiling of 360 hours.

Article 28: Sick Leave

- Sick leave for absences required by medical, dental or optical appointments, illness, injury, certain circumstances involving communicable diseases of an immediate family member.
- In accordance with the law and regulations, an employee may use sick leave to provide care for a family member as a result of a physical or mental illness, injury, pregnancy, or childbirth; due to medical, dental, optical examination or treatment of a family member; or, to make arrangements necessitated by the death of a family member or to attend the funeral of a family member, or for adoption.
- Sick leave records will not be made public and will be kept confidential. If an employee is absent due to illness then co-workers or other non-CFPB personnel will only be advised that the employee is absent and on leave.

Article 28: Sick Leave (continued)

Family and Medical Leave Act (FMLA): A statute that entitles eligible employees to up to 12 administrative workweeks of unpaid leave during any 12-month period for certain family and medical reasons, including a birth, adoption, the serious health condition of the employee or certain family members of the employee, and military-related situations as defined in the FMLA.

Family member includes individuals with any of the following relationships to the employee:

- Spouse/domestic partner and his/her parents;
- Sons and daughters, and their spouses/domestic partners;
- Parents and their spouses/domestic partners;
- Brothers and sisters, and their spouses/domestic partners;
- Grandparents and grandchildren, and their spouses/domestic partners;
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Article 28: Sick Leave (continued)

Requesting Sick Leave:

- Unexpected need for sick leave: When the need to use sick leave is sudden and unexpected, the employee should notify the leave-approving official as soon as possible before the beginning of the workday and no later than one hour after the normal reporting time unless the degree of illness, injury, or other difficulties prevents compliance with the one-hour requirement. If the employee is unable to comply with the one-hour requirement, the employee (or a representative) must report the absence as soon as possible. The employee must also notify the leave-approving official no later than one hour after the normal time for reporting to work on each subsequent day that sick leave is requested, unless the initial request was specifically approved for multiple days.
- Prearranged appointments: Employees should request the use of sick leave for prearranged appointments (e.g., medical, dental, or optical examination or treatment for the employee or his/her family member) or other scheduled events as far in advance as possible. Supervisors can deny requests for sick leave for non-emergency appointments for self or family members if business needs require the individual to work.

Article 28: Sick Leave (continued)

Documentation:

- Employees must be prepared to support requests for sick leave with administratively acceptable evidence in accordance with Section 2.E or 2.F of this Article. When an employee is absent for more than three consecutive workdays, or in other appropriate circumstances, the leave approving official may require that the employee submit a medical certificate or, medical documentation, to support the absence. Medical documentation is confidential and will only be shared on a need to know basis. Leave approving officials will request medical documentation in an equitable manner, as appropriate for the circumstances.
- Employees will not normally be required to furnish medical documentation to substantiate a request for approval of sick leave for sick leave periods of three consecutive workdays or less unless the Employer has given written notice to the employee that he or she is under a leave restriction for a stated period (generally six months), or there are specific circumstances that suggest the employee may be misusing sick leave.

Article 28: Sick Leave (continued)

- **Medical Certificate:** A brief note or form signed by a medical professional stating that the employee had a medical condition or required treatment, and the dates of absence. It does not include detailed medical information (diagnosis, prognosis, treatment received).
- **Medical Documentation:** A form or letter signed by a medical professional that provides detailed medical information about an employee. It must include diagnosis, prognosis, treatment plan, specific duration of absence out of office and expected date of return and affirmative statement by the medical provider that the employee is unable to work during the period of incapacity.

Article 28: Sick Leave (continued)

- When an employee is absent in excess of three consecutive workdays, the supervisor may accept an employee's written or oral statement as to the reason for the absence (for example, if the services of a physician were not required), or the supervisor may require the employee to submit medical certificate. If a medical certificate is not sufficient (for example, for extended leave, FMLA, donated leave, etc.), medical documentation may be required. If a medical certificate or documentation is required to support the use of sick leave, the supervisor will make this request before the employee returns to work, if practicable. The employee should provide an acceptable medical certificate or documentation no later than 15 calendar days after the request. If that time frame is impractical, the supervisor may extend it to a maximum of 30 calendar days.
- If the Employer requests medical documentation to support a request for sick leave, the employee must submit such medical documentation directly to the Office of Human Capital.

Article 28: Sick Leave (continued)

Confidentiality:

- The confidentiality of the employee's medical information will be maintained by the Employer. Agency officials who need to know may be told about necessary restrictions or limitations on the work or duties of the employee, but specific medical documentation (including diagnosis, prognosis and treatment) should only be disclosed if absolutely critical (e.g. information may be shared with LER staff or legal counsel who have a need to know in connection with providing advice to agency officials).

Article 28: Sick Leave (continued)

- Misuse of sick leave may warrant a letter of warning, a leave restriction notice, or other disciplinary or adverse action, up to and including removal from employment with CFPB. An employee who is on leave restriction with a questionable record may be required to submit medical documentation applicable to the specific instance to support any future sick leave absence, regardless of length. An employee required to submit medical documentation must be notified of the reasons in writing.

Article 29: Other Leave

This Article covers:

- Requests for Leave Without Pay (LWOP)
- Voluntary Leave Transfer Program
- Leave for religious holidays
- Military Leave
- Court Leave
- Leave for Organ and Bone Marrow Donors

Article 30: Employee Orientation

- NTEU has the right to make a thirty minute presentation to new employees at all orientation sessions.
- In the event an NTEU representative is not available to attend an orientation, the Union can use all or any part of the thirty (30) minutes of official time to meet with the employee(s) at his or her assigned office.
- If an employee will not be included in a group orientation upon hiring, or an employee previously in a position outside the bargaining unit is placed in a bargaining unit position, a Union representative will be afforded thirty (30) minutes to meet with the employee on the employee's first week in the position.

Article 30: Employee Orientation (cont.)

- During the first year of this contract, the Union may hold two (2) sessions of up to two (2) hours at headquarters with online/dial-in access to provide CBA training and other negotiated agreements. Upon request, the Employer will provide an on-site meeting room with online/dial-in access. Employees may attend or call in to only one (1) of these sessions. Travel, official time for travel, and per diem will not be authorized.
- The Union may hold similar sessions to of up to one (1) hour in alternate years.

Article 31: Meetings During Conferences

- To the extent management representatives address unit employees concerning any grievance, personnel policy, practice or other general conditions of employment (including any matter which has been or may be subject to collective bargaining, such as pay and benefits, reorganizations, or any other changes in working conditions), the Union has a right to be represented at any conference sessions.
- The Union will be provided notice of any conference involving more than 50 employees for more than two days, and may schedule a meeting with employees during non-duty hours.
- If other internal or external groups or organizations are permitted to set up booths or tables at such conferences, the Union will also be entitled to do so.

Article 32 – Official Time

- Union representatives receive “official time” (i.e., paid duty time) to perform a wide range of representational activities on behalf of bargaining unit employees, including
 - participating in negotiations,
 - preparing and presenting grievances,
 - attending meetings with management, and
 - meeting with employees to discuss grievances, potential grievances, negotiations, or other representational matters.

Article 32: Official Time

- NTEU may designate at least one Union Steward for every 40 bargaining unit employees at Bureau Headquarters and in each Region.
- Employees will seek approval, in writing from his or her supervisor to use a reasonable amount of time to confer with his or her Union representative concerning representational matters and to attend and prepare for any proceeding in which the employee is a proper participant (e.g., as a mutually agreed upon witness or if allowed to testify as a technical advisor in lieu of the Union representative). The employee will submit a request reasonably in advance, and the Employer will approve or deny the request in a timely manner, but no later than when the requested official time would begin. If the employee has provided reasonable advance notice, but the Employer fails to act on the request in a timely fashion, the request will be considered as approved for up to 2 hours per day until the supervisor or designee approves/denies the request.

Article 33 – Union Access to Employer Space, Services and Bulletin Boards

- NTEU is permitted to use the CFPB's intranet and e-mail systems to post or distribute materials or to communicate with bargaining unit employees regarding representational matters.
- The CFPB-NTEU Agreement will be available on the CFPB intranet.
- NTEU chapter will be provided a union office at CFPB Headquarter and access to conference rooms for meetings.
- The CFPB will provide a bulletin board for the Union's use in each building.
- Stewards may use Agency office equipment to perform representational activities.

Article 34: Dues Withholding

- All employees who are in the bargaining unit may become members of NTEU, and may pay dues by voluntary payroll deductions provided they are in good standing and have completed an 1187 form.
- Dues withholding will begin no later than one full pay period after Form 1187 is received.
- Dues withholding is not terminated when an employee moves to a new bargaining unit position.
- Dues withholding is terminated when an employee moves into a non-bargaining unit position, but if this is a temporary assignment, will be reinstated when the employee returns to the bargaining unit.

Article 35: Waiver of Overpayment

- An employee may request a waiver of an erroneous payment of pay or allowances or an erroneous payment involving travel, transportation or relocation expenses in whole or in part.
- Waiver of the obligation to repay such overpayment will only be granted if that overpayment occurred through administrative error and there is no indication of fraud, misrepresentation, fault or lack of good faith on the part of the employee
- These provisions also cover any attempt by the Agency to collect payment for Union dues that were not properly deducted by the Bureau.

Article 36: Retirement/Resignations

- The Employer will provide employee pre-retirement and financial planning seminars multiple times each year. At least one seminar each year will be a pre-retirement seminar tailored to employees planning for retirement. Topics to be covered in the various seminars will include, but are not limited to:
 - Employer and federal retirement benefits and retirement planning (including Federal Reserve System (FRS) retirement plan, FERS/TSP, CSRS, CSRS Offset and Social Security);
 - Health and life insurance issues-(including FEHB, Medicare and FEGLI); family/lifestyle adjustments;
 - Budgeting, including paying for college/paying off college debt;
 - Income tax issues, including estate and tax planning.

- An eligible employee may attend as many or as few retirement and/or financial planning seminars, as presented through the approved CFPB vendor, as they choose.

Article 36: Retirement/Resignations (cont.)

- An employee may request to withdraw a retirement application or resignation-at any time prior to its effective date in accordance with the applicable retirement plan and provided the withdrawal is communicated in writing to the Employer.
- The employee's request to withdraw a resignation prior to its effective date will generally be approved. The Employer may decline a request to withdraw a resignation before its effective date only when the agency has a valid reason and explains that reason to the employee. A valid reason includes, but is not limited to, administrative disruption, commencement of a financial retirement benefit, or the hiring or commitment to hire a replacement.

Article 37: Disciplinary Actions

- A disciplinary action is a reprimand or suspension of 14 days or less. Counseling letters and warnings are not disciplinary actions. This Article applies only to employees who have completed their probationary or trial period.
- This Article sets forth the procedures management must follow in taking disciplinary action against an employee, and the employee's rights to respond and to respond.

Article 37: Disciplinary Actions (cont.)

- All disciplinary actions must be for cause, and the Bureau has agreed to the concept of progressive discipline.
- The employee has a right to Union representation at any examination in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action and the employee so requests representation.
- There is no right to have representation present at discussions about performance-related matters or other topics about which the employee should not reasonably expect disciplinary or adverse action.

Article 37: Disciplinary Actions (cont.)

- Section 4 outlines the procedure the Agency must follow if it proposes to suspend an employee for 14 days or less, including providing the employee with the right to make an oral and/or written reply.
- Employees will not be disciplined for off-duty conduct unless a nexus is established between the conduct and the efficiency of the service. The notice of proposed disciplinary action must articulate the connection between the off-duty misconduct and the efficiency of the service.
- Employees may file a grievance over final decisions on disciplinary actions.

Article 38: Adverse Actions

- An adverse action is defined as a removal, suspension for more than 14 calendar days, a reduction in grade, a reduction in pay, or a furlough for 30 calendar days or less. This Article applies only to bargaining unit employees who have completed their probationary periods.
- All adverse actions will only be taken for such cause as will promote the efficiency of the service. The Agency subscribes to the concept of progressive discipline, designed primarily to correct and improve behavior rather than to punish.
- Employees may request Union representation at any meeting where the principle topic for discussion is actual or potential disciplinary or adverse action.

Article 38: Adverse Actions (continued)

- Section 2 lists the factors that may be taken into account by the Agency in deciding what action may be appropriate, including:
 - The nature and seriousness of the offense;
 - The employee's past disciplinary record;
 - The consistency of the penalty with those imposed upon other employees for the same or similar offenses;
 - Mitigating circumstances.
- Section 3 outlines the procedures that the Agency must follow when proposing to take an adverse action against an employee.
- The employee has the right to make an oral and/or written reply to any notice of proposed action.

Article 38: Adverse Actions (continued)

- Final decision letters by the CFPB regarding adverse actions must include the reasons for the decision and address any factual disputes raised by the employee.
- Employees will not be disciplined for off-duty conduct unless a nexus is established between the conduct and the efficiency of the service. The notice of proposed adverse action must articulate the connection between the off-duty misconduct and the efficiency of the service.
- Final decisions may be appealed to the Merit System Protection Board, or, alternatively, and with the consent of the Union, may be appealed directly to binding arbitration.

Article 39: Unacceptable Performance Actions

- This Article contains the procedures for actions (downgrades or removals) based on unacceptable performance, including complying with the requirement of the Performance Management article to provide the employee a written performance improvement plan.
- The employee will be provided a reasonable amount of duty time, normally up to eight hours, but more time may be reasonable based on the complexity of the case, to prepare his/her response to the proposed action.
- The employee will be provided the opportunity to reply to the notice orally and/or in writing within ten (10) workdays from the date the employee receives notice of the proposed action.
- Final decisions may be appealed to the Merit System Protection Board, or, alternatively, and with the consent of the Union, may be appealed directly to binding arbitration.

Article 40: Probationary and Trial Employees

- In accordance with law, employees in the competitive service will serve a probationary period of one (1) year. Employees in the excepted service will serve a trial period of two (2) years, unless the employee is a preference eligible veteran pursuant to 5 U.S.C. Section 2108, in which case the trial period will be one (1) year.

Article 40: Probationary and Trial Employees (continued)

During the probationary or trial period of the employee, the CFPB will strive to:

1. closely observe the employee's conduct and performance;
2. provide guidance in regard to work related problems. When it appears that the employee's performance or conduct may be lacking, the EMPLOYER will:
 - explain what is required of the employee in the position;
 - identify areas where the employee needs improvement; and,
 - suggest ways or means for the employee to improve his or her performance or conduct; and
 - evaluate the employee's potential and determine whether the employee is suited for continued employment with the EMPLOYER.

Article 40: Probationary and Trial Employees (continued)

It is the goal of the EMPLOYER to keep employees apprised of the status of their employment.

- The EMPLOYER will counsel the employee in those areas of concern to the EMPLOYER or those areas in which the employee has indicated he/she would like further guidance or knowledge.
- A probationary or trial employee will normally be advised of his or her progress toward successful completion of the probationary or trial period no later than 90 days prior to the end of that period.

Article 41: Reduction-in-Force

- Any RIF will be conducted in accordance with applicable laws and regulations and the terms of this Agreement.
- Although not require by law, CFPB has agreed to provide assignment (“Bump and Retreat”) rights to excepted service employees (i.e., CFPB employees in the 905 Attorney series).

Article 41: Reduction-in-Force (continued)

The Bureau will use to the maximum extent practicable a variety of tools to mitigate the need to conduct a reduction in force (RIF).

These include:

- Noncompetitive reassignment into other Employer vacancies for which an employee is qualified, absent just cause;
- Career transition assistance services;
- Retirement counseling;
- Up to twenty four (24) hours of administrative time to search for positions outside the Bureau;
- Requesting voluntary early out and separation incentive payment authority from the Office of Personnel Management and Federal Reserve Board, as applicable, when more than 12 employees are affected.

Article 41: Reduction-in-Force (continued)

- The Employer will consider to the maximum extent practicable the use of strategies, such as job swapping between an employee who wants to leave and one whose position can be filled with a qualified employee who will otherwise be subject to a RIF.
- The Employer will use RIF only as a last resort, when efforts to avoid it using one or more of the above tools are not successful.
- Where practicable the Employer will issue Career Transition Assistance Plan letters far enough in advance of a RIF so that the affected employees have this benefit for six months prior to the effective date of the RIF.

Article 41: Reduction-in-Force (continued)

- When the Employer reaches a final decision involving a RIF, it will provide National NTEU with a written notice at the earliest practicable date but-not later than 90 calendar days prior to the planned effective date, unless the circumstances leave the employer no choice but to give less notice.
- The notification will include
 - the reason for the RIF,
 - approximate number and types of positions affected,
 - geographic location, and
 - anticipated date of the planned action. I
- In recognition that some of the information provided to National NTEU is considered private and personal to employees, National NTEU will maintain the confidentiality of that information.

Article 42: Contracting Out

- The Employer will notify the Union regarding any anticipated review of a function currently being performed by bargaining unit employees, undertaken for the possibility of contracting out that function.
- The Union shall be advised prior to any decision by the Employer to contract out work.
- If the Employer makes a final decision to contract out, the Union shall have the opportunity to engage in impact and implementation bargaining concerning any adverse personnel actions for employees resulting from the contracting out of work.
- The Employer will make reasonable efforts to minimize any adverse impact on employees if a function is contracted out.

Article 43: Grievance Procedure

- A grievance is any complaint by an employee concerning any matter relating to his/her employment, by NTEU concerning any matter related to employment of any employee or by an employee, the Union or the Agency concerning interpretation or breach of this agreement or any claimed violation of any law, rule or regulation affecting conditions of employment.
- Section 1 includes a list of matters that are excluded from the grievance procedure (generally, these are matters excluded by statute).

Article 43: Grievance Procedure (continued)

- The affected employee will be allowed reasonable amount of duty time to discuss prepare and present a grievance, or to consult with a union representative about a potential grievance.
- **Grievances must be filed within 20 working days of the incident which gave rise to the grievance or 20 working days after the employee becomes aware of the action that caused the grievance.**

Article 43: Grievance Procedure (continued)

- Every grievance must be in writing and present the name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the UNION.
- The grievance must present an account of the incident giving rise to the grievance, reference the appropriate contractual provision, law, rule, regulation or policy alleged to have been violated, and a statement of the remedy sought

Article 43: Grievance Procedure (continued)

- Grievances are normally filed with the employee's first level supervisor as Step One. However, Grievances involving a group or groups of 5 or more employees within a work unit (such as an office or division) with different first line supervisors may be filed directly at Step Two of this grievance procedure with the appropriate management official.
Grievances involving a group or groups of employees in more than one (1) work office or division with different second line supervisors may be filed directly at Step Three of this grievance procedure with the appropriate management official.

Article 43: Grievance Procedure (continued)

- A grievance involving travel exemptions and/or waivers that can only be approved by the CFO's office must be filed with the Lead, Employee and Labor Relations who will forward to the Office of the Chief Financial Officer (OCFO). There will then be a two-step grievance process.

Article 43: Grievance Procedure (continued)

- Failure of the Employer to observe the time limits where no extension has been agreed to shall entitle the grievant to advance the grievance to the next Step.
- Failure of the grievant or Union to observe the time limits contained in this procedure, where no extension has been granted, will result in termination of the grievance with no option to refile on the same matter. In cases where the Employer's response is late, the time limits for the grievant's response shall begin on the date the Employer's response is received by the Union.

Article 43: Grievance Procedure (continued)

- In lieu of the regular step-by-step procedures, the Union may submit a written grievance to the General Counsel, Legal Division or designee with a copy to the Lead, Labor and Employee Relations, Office of Human Capital when it alleges that the Employer has violated terms and conditions specifically granted to the Union by statute or under this Agreement (e.g., failure to provide formal notice and the opportunity to bargain over a change in working conditions).
- These “Institutional Grievances” by the Union will be submitted in writing within twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the Union became aware of the action.

Article 44: Arbitration

- Any unresolved grievance may be appealed by the Union to an independent, third-party arbitrator.
- The Union may also appeal employee removals and other adverse actions to arbitration.
 - Employees may not themselves appeal matters to arbitration, but have their own independent statutory right to appeal adverse actions to the Merit Systems Protection Board.

Article 44: Arbitration (continued)

- Arbitrators' decisions are final and binding, and have the authority to make an aggrieved party whole to the extent that such remedy is not limited by statute or regulations.
- Arbitrator panels will be established for Headquarters and for each region of qualified arbitrators selected by the parties.
- The arbitrator's fees and the expenses of arbitration are paid one-half by the CFPB and one-half by NTEU.

Article 44: Arbitration (continued)

- Expedited arbitration may be invoked for the certain types of grievances listed in Section of this Article, including:
 - Admonishment and reprimands;
 - Details and reassignments;
 - Denial of leave requests, and requests for official time, and work schedules issues;
 - Travel reimbursement issues.
- Fees are still split equally between FDIC and NTEU. No briefs may be filed.
- If possible, arbitrators will issue bench decisions, otherwise all decisions will be issued and confirmed in writing within 10 work days of the close of the hearing.

Article 45: Labor-Management Relations

- The Bureau and the Union have agreed to establish a Labor-Management Forum.
- The Forum will be a mechanism to provide the UNION with **pre-decisional input** in workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining. Workplace matters include substantive and operational issues, including those covered by the CFPB Strategic Plan and performance objectives, such as staffing, budget, reorganizations, work processes and procedures, and other changes to conditions of employment.
- CFBP management will endeavor to bring all significant workplace issues for which changes are being contemplated to the Forum to provide the opportunity for Union and employee input before decisions are made.

Article 45: Labor-Management Relations (continued)

- The Forum may utilize data from the CFPB Annual Employee Survey (AES), the annual Federal Employees Viewpoint Survey (FEVS) and other mutually agreed upon sources of employee feedback to identify opportunities for workplace improvements.
- All bargaining unit employees participating on any other working groups established by the Agency to consider possible changes in working conditions will be selected by the UNION.

Article 46: Midterm Negotiations

- NTEU has the right to negotiate with the Agency regarding all matters affecting conditions of employment for bargaining unit employees.
- Except in cases of emergency, the CFPB shall provide the UNION with reasonable advance notice of intended changes in personnel policies or practices or conditions of employment.

Article 46: Midterm Negotiations (continued)

- If the Union would like to request an official briefing from the Employer, it must request the briefing within five (5) working days of receipt of the official notice.
- If the Union wishes to negotiate concerning the implementation or impact on employees of the proposed change(s) and substance when permitted by law, the Union will submit written proposals to the Employer within ten (10) working days after notification of the proposed change(s) affecting bargaining unit employees, or ten (10) working days after providing a briefing to the Union, whichever is later.

Article 46: Mid-Contract Negotiations (continued)

- On matters within the scope of the statutory “management rights,” such as the right to assign work, or to determine its organizational structure (including the location of offices), the Union may not legally bargain the substance of these decisions, but only the procedures used to implement these decision, or “appropriate arrangements” for employees adversely affected by these decisions. This is commonly referred to as “impact and implementation” bargaining.

Article 47: Duration and Termination

- This Agreement becomes effective no later than thirty (30) days following ratification, except for those articles where management identifies a need to provide training to managers prior to implementation.
- The Agreement will remain in effect for four years, and will be automatically renewable for additional one year periods unless either party gives notice of intent to reopen, amend, modify or terminate the Agreement.
- Two years from its effective date, either Party may reopen negotiations on any two (2) existing Articles.