

# CFPB FLEX

## WORK WHERE WE WANT

### **TENTATIVE AGREEMENT OVERVIEW**

# Work Types & Locations

	Management	NTEU	Tentative Agreement
<b>Locality Pay</b>	<p><b>Office Primary:</b> locality of assigned CFPB Facility</p> <p><b>Telework Primary:</b> locality of assigned CFPB Facility</p> <ul style="list-style-type: none"> <li>In order to telework 100%, employee must live within the locality of your assigned office.</li> <li>If employee lives outside the office locality, they must report to the office 2 days per pay period</li> </ul> <p><b>Remote:</b> Locality of approved remote duty station</p>	<p><b>Office Primary:</b> locality of assigned CFPB Facility</p> <p><b>Telework Primary:</b> locality of assigned CFPB Facility – including 100% teleworkers who live outside the office locality.</p> <p><b>Remote:</b> Locality of approved remote duty station</p>	<p><b>Office Primary:</b> locality of assigned CFPB Facility</p> <p><b>Telework Primary:</b> locality of assigned CFPB Facility</p> <ul style="list-style-type: none"> <li>In order to telework 100%, employee must live within the locality of your assigned office.</li> <li>If employee lives outside the office locality, they must report to the office 2 days per pay period</li> </ul> <p><b>Remote:</b> Locality of approved remote duty station</p>
<b>Remote Work Options</b>	Remote duty station must be within the contiguous United States.	Remote duty station can be located anywhere in the United States, Puerto Rico, or any US territory.	Remote duty station must be within the contiguous United States <b>*employees may have a situational or extended situational that allows them to work in Alaska, Hawaii, or Puerto Rico.*</b>
<b>Locations for Remote Duty Stations</b>	Contiguous US only	Entire United States, Puerto Rico, and all US Territories	Contiguous US only

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<b>“Work Location” Options</b>	<p><b>Office Primary:</b> in office 50% or more of the time</p> <p><b>Telework Primary:</b> telework more than 50% of the time up to 100%</p> <p><b>Remote:</b> Home duty stationed</p>	<p><b>Office Primary:</b> in office 50% or more of the time</p> <p><b>Telework Primary:</b> telework more than 50% of the time up to 100%</p> <p><b>Remote:</b> Home duty stationed</p>	<p><b>Office Primary:</b> in office 50% or more of the time</p> <p><b>Telework Primary:</b> telework more than 50%</p> <ul style="list-style-type: none"> <li>• 100% Telework is a distinct subset of telework primary</li> </ul> <p><b>Remote:</b> Home duty stationed</p>
<b>Work Location Eligibility</b>	<p>At management’s discretion. No clear objective criteria. Requires supervisor approval.</p> <p>*Employees eligible for a remote designation who live in the locality area of their assigned office, will only be permitted to choose 100% telework as long as the live in the locality. With the exception of travel to the office, those employees will receive the same treatment as Remote employees.</p>	<p>All positions are eligible for Remote</p>	<p><b>Work Location Designation will be determined by the duties of the job as identified in the position description and the extent to which those duties must be performed in person at a Bureau facility.</b></p> <p>*Employees eligible for a remote designation who live in the locality area of their assigned office, will only be permitted to choose 100% telework as long as the live in the locality. With the exception of travel to the office, those employees will receive the same treatment as Remote employees.</p>

**Telework**

	Management	NTEU	Tentative Agreement
<b>Types of Telework Available</b>	<p><b>Routine:</b> employee teleworks on a recurring basis on a set schedule up to 100% of the time.</p> <p><b>Situational:</b> employee teleworks on an ad hoc basis to accommodate employee requests for occasional telework, or non-recurring circumstances such as a temporary medical condition, severe weather or emergency condition, or Continuity-of-Operations Plan (COOP) requirements. (1 – 29 days)</p> <p><b>Extended Situational:</b> employee teleworks continuously for an extended period (30 days – 6 months) as a result of a particular medical or personal situation.</p>	<p><b>Routine:</b> employee teleworks on a recurring basis on a set schedule up to 100% of the time.</p> <p><b>Situational:</b> employee teleworks on an ad hoc basis to accommodate employee requests for occasional telework, or non-recurring circumstances such as a temporary medical condition, severe weather or emergency condition, or Continuity-of-Operations Plan (COOP) requirements. (1-30 days)</p> <p><b>Extended Situational:</b> employee teleworks continuously for an extended period (31 days – 6 months) as a result of a particular medical or personal situation.</p>	<p><b>Routine:</b> employee teleworks on a recurring basis on a set schedule up to 100% of the time.</p> <p><b>Situational:</b> employee teleworks on an ad hoc basis to accommodate employee requests for occasional telework, or non-recurring circumstances such as a temporary medical condition, severe weather or emergency condition, or Continuity-of-Operations Plan (COOP) requirements. (<b>1-30 days</b>)</p> <p><b>Extended Situational:</b> employee teleworks continuously for an extended period (<b>31 days – 6 months</b>) as a result of a particular medical or personal situation.</p>
<b>Telework Eligibility - Disqualifiers</b>	<p>An employee is not eligible for telework if the employee:</p> <ol style="list-style-type: none"> <li>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 AWOL for more than 5 days in any calendar year; or</li> <li>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</li> </ol>	<p>An employee is not eligible for telework if the employee:</p> <ol style="list-style-type: none"> <li>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 AWOL for more than 5 days in any calendar year; or</li> <li>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</li> </ol>	<p>An employee is not eligible for telework if the employee:</p> <ol style="list-style-type: none"> <li>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 AWOL for more than 5 days in any calendar year; or</li> <li>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</li> </ol>

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<b>Telework Eligibility</b>	<ol style="list-style-type: none"> <li>1. Proposed telework arrangement is consistent with the operational needs of CFPB</li> <li>2. Employee can perform official duties from an alternate worksite</li> <li>3. Employee has sufficient portable work to cover duty hours and has equipment necessary to perform the work</li> <li>4. The employee occupies a position whose duties do not require: <ol style="list-style-type: none"> <li>a. Daily face-to-face contact with the supervisor, other employees, or customers;</li> <li>b. Daily access to material that may not be removed from the official duty station or is not accessible by computer;</li> <li>c. Special facilities or equipment to perform the job and that cannot be made available at the alternate worksite;</li> <li>d. Compliance with Privacy Act, security, or health/safety requirements that cannot be adequately addressed at an alternate worksite.</li> </ol> </li> <li>5. Employee performs independently with little to no direct supervision.</li> </ol>	<ol style="list-style-type: none"> <li>1. <u>Performance</u>: The employee must be currently performing at the a “Accomplished Performer” (3) performance level</li> <li>2. <u>Location</u>: The proposed location must satisfy home work-site requirements such as safety and protection of records. The employee will ensure a safe, viable workstation to perform required duties.</li> </ol>	<p><b>Basic eligibility criteria:</b></p> <ol style="list-style-type: none"> <li>1. Proposed telework arrangement is consistent with the operational needs of the Bureau.</li> <li>2. Nature of the work to be performed is suitable for a work-at-home or alternative work site setting and normal workflow requirements are not disrupted.</li> <li>3. Materials and information necessary to perform the duties of the position are capable of being moved to and from the office with data and systems security requirements, including data sensitivity and Privacy Act concerns, being adequately addressed.</li> <li>4. Work activities are portable and not dependent on the employee being at the Bureau facility. Interaction with co-workers, subordinates, superiors and customers can be performed electronically or by telephone.</li> </ol>

	Management	NTEU	Tentative Agreement
<p><b>Telework Eligibility (cont.)</b></p>	<p>6. Employee can satisfy alternate worksite requirements related to, for example, safety and protection of records</p> <p>7. Employee’s telework schedule does not create an increase in workload for other employees</p> <p>8. Employee’s telework schedule would not result in the need to deny requests from similarly situated employees to also engage in reasonable telework</p> <p>9. Employee is performing, at a minimum, at the acceptable level on all assigned competencies and objectives. If the employee has been notified in writing of performance concerns that, if not corrected, would constitute the basis for a performance rating of less than acceptable on any assigned critical element (e.g., competency or performance objective or other similar measure) then the employee may not be suitable for telework.</p>	<p>N/A</p>	<p><b>Frequency of telework will be determined by the extent to which the employee’s position requires them to perform job duties in-person at a Bureau facility or other location. Examples of such job duties or responsibilities include:</b></p> <ul style="list-style-type: none"> <li>• Compliance with Privacy Act, security, or health/safety requirements that cannot be adequately addressed at an alternate worksite (e.g., access to material that is only available at a Bureau Facility, may not be removed from the Bureau Facility, and/or is not accessible by computer from the alternate worksite);</li> <li>• Responsibility for security or building operations of CFPB Facilities;</li> <li>• Facilities or equipment to perform the job that cannot be made available at the alternate worksite (e.g., hands-on contact with machinery, high-volume printing or photocopying);</li> <li>• Face-to-face contact (with other employees, internal Bureau customers, external stakeholders, etc.).</li> </ul>



	Management	NTEU	Tentative Agreement
<b>Requirements for Situational Telework</b>	<ul style="list-style-type: none"> <li>Employee must request advance approval each time, except when unscheduled telework authorized</li> <li>Max 29 consecutive days</li> <li>If for a medical situation (personal or family member), supervisor can ask employee to submit medical documentation from a physician to WorkLife team</li> </ul>	<ul style="list-style-type: none"> <li>Employee must request advance approval each time, except when unscheduled telework authorized</li> <li>Max 30 consecutive days</li> <li>If for a personal medical situation exceeding 1 week, supervisor can ask employee to submit documentation from an appropriate healthcare professional OR the employee can submit a sign attestation</li> <li>If for a family member’s medical situation, it will be treated as a request for personal reasons &amp; no documentation required.</li> </ul>	<ul style="list-style-type: none"> <li>Employee must request advance approval each time, <b>except when unscheduled telework authorized or exigent circumstances make an advance request impossible.</b></li> <li>Max 30 consecutive days</li> <li><b>No special requirements for medical situations if the request is for 30 days or less</b></li> </ul>
<b>Requirements for Extended Situational Telework</b>	<ul style="list-style-type: none"> <li>May be requested for a personal reason or a medical situation</li> <li>30 days – 6 months duration</li> <li>If for a medical reason (personal or family member), employee must submit medical documentation from a physician to WorkLife team</li> <li>Requests for a personal reason will be evaluated by OHC on a case-by-case basis.</li> </ul>	<ul style="list-style-type: none"> <li>May be requested for a personal reason or a medical situation</li> <li>31 days – 6 months duration</li> <li>If for a personal medical situation, employee must submit documentation from an appropriate healthcare professional verifying the existence of a medical reason.</li> <li>If for a family member’s medical situation, employee may be required to sign a certification attesting to the need to telework due to a family member’s medical situation</li> <li>Requests for a personal reason will be evaluated by OHC on a case-by-case basis</li> </ul>	<ul style="list-style-type: none"> <li>May be requested for a personal reason or a medical situation</li> <li>31 days – 6 months duration</li> <li>If for a medical reason (personal or family) <b>must submit documentation from a health care or rehabilitation professional**</b> supporting the request. <ul style="list-style-type: none"> <li>Personal: documentation must include recommendation that the employee perform telework and the dates needed</li> <li>Family: documentation must say the family member will require care. Does not need to disclose the medical condition.</li> <li>Requests for a personal reason will be evaluated by OHC on a case-by-case basis</li> </ul> </li> </ul>

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<b>Verification of the Employee's or their Family Member's Medical Situation &amp; Need for Telework</b>	<ul style="list-style-type: none"> <li>Must be from a physician</li> </ul>	<ul style="list-style-type: none"> <li>Can be from an appropriate healthcare professional including, but not limited to, doctors (including psychiatrists), psychologists, nurses, physical therapists, occupational therapists, speech therapists, vocational rehabilitation specialists, and licensed mental health professionals, or</li> <li>An attestation signed by the employee</li> </ul>	<ul style="list-style-type: none"> <li>Can be from any health care or rehabilitation professional</li> <li>Health Care or Rehabilitation Professional has the same meaning as it does under EEOC law and guidance governing reasonable accommodations and includes, but is not limited to, doctors (including psychiatrists), psychologists, nurses, physical therapists, occupational therapists, speech therapists, vocational rehabilitation specialists, and licensed mental health professionals</li> </ul>

# In-Person Requirements & Closures

	Management	NTEU	Tentative Agreement
<b>In-Person Requirements</b>	<p><b>Advanced Notice</b></p> <p>Supervisors will endeavor to give 2 business day’s notice when requiring a Remote or 100% telework employee to report to the office or when requiring an employee to report on their regularly scheduled routine telework day.</p> <p><b>Travel Time &amp; Costs:</b></p> <p>Office Primary &amp; Telework Primary (including 100% telework) = employee bears cost of travel and time</p> <p>Remote = CFPB bears the cost of travel &amp; time</p>	<p><b>Advanced Notice</b></p> <p>Telework Primary &amp; Office Primary: 5 days – less if unforeseen mission necessity arises.</p> <p>Remote: 15 days – less if unforeseen mission necessity arises.</p> <p><b>Travel Time &amp; Costs:</b></p> <p>Office Primary &amp; Telework Primary less than 100% = employee bears cost of travel and time</p> <p>Remote &amp; 100% Telework = CFPB bears the cost of travel &amp; time</p>	<p><b>Advanced Notice</b></p> <p>Supervisors will give 2 business day’s notice when requiring a Remote or 100% telework employee to report to the office or when requiring an employee to report on their regularly scheduled routine telework day (less in exigent circumstances).</p> <p><b>Travel Time &amp; Costs:</b></p> <p>Office Primary &amp; Telework Primary (including 100% telework) = employee bears cost of travel and time</p> <p>Remote = CFPB bears the cost of travel &amp; time</p>
<b>Weather &amp; Emergency Closures</b>	<p><b>If a CFPB facility is closed:</b> anyone with a telework agreement must telework.</p> <p><b>If location of teleworker’s alternate site is affected by an emergency:</b> employee may be excused in accordance with CFPB operating status instructions.</p> <p><b>If emergency affects <i>only</i> a remote worksite:</b> management can: require employee to report to the office or give permission to use unscheduled leave.</p>	<p><b>Weather-related within locality pay area:</b> Employees who live within the locality pay area of the office announcing the closing will be granted 1 day of administrative leave on the first day of any weather event and will be expected to telework thereafter.</p> <p><b>Emergency at Employee’s home duty station:</b> If for a reason beyond their control (i.e., power failure, network failure, severe weather, or natural disaster), an employee work the supervisor will grant administrative leave, consistent with Bureau policy</p>	<p><b>If a CFPB facility is closed:</b> anyone with a telework agreement must telework.</p> <p><b>If location of teleworker’s alternate site is affected by an emergency:</b> manager can require employee to report to the office, allow them to take unscheduled leave, or excuse from work in accordance with Bureau policy</p> <p><b>If emergency affects <i>only</i> a remote duty station:</b> <b>manager can allow the use of unscheduled leave or excuse from work in accordance with Bureau policy</b></p>

# Work Schedules

	Management	NTEU	Tentative Agreement
<b>Bureau-Wide Provisions</b>	<p><i>**All times are in the employee's local time**</i></p> <p><b>Workdays:</b> Monday – Friday</p> <p><b>Business Hours:</b> 8:00 am – 5:00 pm</p> <p><b>Flex Bands:</b></p> <ul style="list-style-type: none"> <li>• For official Tour of Duty: 6:00 am – 10:00 am &amp; 2:30 pm – 8:30 pm</li> <li>• For earning Credit Hours: Mon-Fri 8:30 pm – 12:00 am; Sat &amp; Sun 6:00 am – 12:00 am</li> </ul> <p><b>Core Hours:</b> 10:00 am – 2:30 pm</p> <p><b>Lunch:</b> On any day in which an employee works 6 hours or more, they must take an unpaid 30-60 min lunch break <i>during Core Hours</i>.</p> <p><b>Credit Hours:</b> Can <i>only</i> be earned during the Flex time bands set aside for credit hours</p> <p><b>Flex Days:</b> Monday or Friday only</p>	<p><i>**All times are in the employee's local time**</i></p> <p><b>Workdays:</b> Monday – Friday</p> <p><b>Business Hours:</b> 8:00 am – 5:00 pm</p> <p><b>Flex Bands:</b></p> <p>None</p> <p><b>Core Hours:</b> None</p> <p><b>Lunch:</b> On any day in which an employee works 6 hours or more, they must take an unpaid 30-60 min lunch break <i>whenever employee wants</i>.</p> <p><b>Credit Hours:</b> Maintain the status quo on how &amp; when credit hours can be earned</p> <p><b>Flex Days:</b> Any day of the week</p>	<p><i>**All times are in the employee's local time**</i></p> <p><b>Workdays:</b> Monday – Friday</p> <p><b>Business Hours:</b> 8:00 am – 5:00 pm</p> <p><b>Flex Bands:</b></p> <ul style="list-style-type: none"> <li>• For official Tour of Duty: 6:00 am – 10:00 am &amp; 2:30 pm – 8:30 pm</li> <li>• <b>For earning Credit Hours: Mon-Thu 8:30 pm – 6:00 am the following day; Fri 8:30 pm – 11:59 pm; weekends 12:00 am Sat – 6:00 am Monday</b></li> </ul> <p><b>Core Hours:</b> Mon – Fri 10:00 am – 2:30 am</p> <p><b>Lunch:</b> On any day in which an employee works 6 hours or more, they must take an unpaid 30-60 min lunch break <b>whenever employee wants</b>.</p> <p><b>Credit Hours: Maintain the status quo on how &amp; when credit hours can be earned</b></p> <p><b>Flex Days:</b> Monday or Friday only, but <b>if required to work on a Flex Day, an employee may choose an alternate Monday, Wednesday, or Friday in the same period.</b></p>

	Management	NTEU	Tentative Agreement
<p><b>Schedule Options</b></p>	<p><b>Gliding Schedule:</b> : (No change from current CBA)</p> <ul style="list-style-type: none"> <li>• Full-time employee works 8 hours/day, 5 days/week;</li> <li>• Employee may select a starting &amp; stopping time for each day;</li> <li>• start &amp; stop times may vary day to day as long as they are the same each pay period;</li> </ul> <p><b>Custom Schedule:</b> (New)</p> <ul style="list-style-type: none"> <li>• Full-time employee works 80 hours per pay period</li> <li>• Number of hours worked can vary day to day and week to week and can be non-continuous within a day</li> <li>• Must work a minimum of 4.5 hours per scheduled workday</li> <li>• Hours must be completed during the official Tour of Duty flex bands and Core Hours</li> <li>• Schedule must be consistent pay period to pay period</li> <li>• May have scheduled “Flex Days;” must be a Monday or Friday and must use credit hours, comp time, administrative leave or leave without pay if they are not working during Core Hours</li> </ul>	<p><b>Gliding Schedule:</b> (No change from current CBA)</p> <ul style="list-style-type: none"> <li>• Identical to CFPB Next proposal</li> </ul> <p><b>Flexible 5/4/9:</b></p> <ul style="list-style-type: none"> <li>• Employee works eight 9-hour days &amp; one 8-hour day and has one Flex Day per pay period;</li> <li>• May select a starting &amp; stopping time for each day &amp; those times may vary day to day but must be the same each pay period</li> <li>• Choose any day of the week as a Flex Day</li> </ul> <p><b>4/10:</b></p> <ul style="list-style-type: none"> <li>• Employee works eight 10-hour days and has 2 Flex Days per pay period;</li> <li>• May select a starting &amp; stopping time for each day &amp; those times may vary day to day but must be the same each pay period</li> <li>• May choose any day of the week as their Flex Days</li> </ul> <p><b>Custom Schedule:</b></p> <ul style="list-style-type: none"> <li>• Like the CFPB Next Custom Schedule EXCEPT:</li> <li>• Employee may choose any day of the week as their Flex Days</li> <li>• Minimum of 4 hours in a workday (no core hours)</li> <li>• No need to use leave on Flex</li> </ul>	<p><b>Gliding Schedule:</b> (No change from current CBA)</p> <ul style="list-style-type: none"> <li>• Full-time employee works 8 hours/day, 5 days/week;</li> <li>• Employee may select a starting &amp; stopping time for each day;</li> <li>• start &amp; stop times may vary day to day as long as they are the same each pay period;</li> </ul> <p><b>Custom Schedule:</b> (New)</p> <ul style="list-style-type: none"> <li>• Full-time employee works 80 hours per pay period</li> <li>• Number of hours worked can vary day to day and week to week and can be non-continuous within a day</li> <li>• Must work a minimum of 4.5 hours per scheduled workday</li> <li>• Hours must be completed during the official Tour of Duty flex bands and Core Hours</li> <li>• Schedule must be consistent pay period to pay period</li> <li>• May have scheduled “Flex Days;” must be a Monday or Friday (<b>no requirement to use leave for flex days</b>)</li> <li>• <b>Explicitly includes 5/4/9 and 4/10</b></li> </ul>

# Equipment & Stipends



	Management	NTEU	Tentative Agreement
Equipment	<p><b>Standard Equipment for all employees:</b> laptop, laptop charger, laptop bag, mobile phone &amp; charger, mobile phone case, monitor(s), docking station</p> <p><b>Remote:</b> wired mouse and wired keyboard. Employee may request a home printer, shredder, &amp; locking file cabinet</p> <p><b>Telework Primary &amp; “Temporary Remote”:</b> wired mouse, &amp; wired keyboard</p> <p><b>Office Primary:</b> noise-cancelling headphones, headphone charger, wired mouse, &amp; wired keyboard. <i>No additional equipment will be provided for telework location</i></p>	<p><b>Standard Equipment for all employees:</b> laptop, laptop charger, laptop bag, mobile phone &amp; charger, mobile phone case, monitor(s), docking station</p> <p><b>Remote:</b> or wireless mouse (employee’s choice), and wired or wireless keyboard (employee’s choice), multifunction printer &amp; scanner, shredder, &amp; locking file cabinet</p> <p><b>At Telework Location:</b> wired or wireless mouse (employee’s choice), and wired or wireless keyboard (employee’s choice). Employee may request a shredder, locking file cabinet, and multifunction home printer/scanner</p> <p><b>At Office Location (including hoteling spots):</b> noise-cancelling headphones, headphone charger, wired mouse, &amp; wired keyboard.</p>	<p><b>Standard Equipment for all employees:</b> laptop, laptop charger, laptop bag, mobile phone &amp; charger, mobile phone case, monitor(s), docking station</p> <p><b>Remote:</b> mouse &amp; keyboard and, upon request, a multifunction home printer/scanner, shredder, and locking file cabinet.</p> <p><b>Telework Primary:</b> wired mouse and wired keyboard. <b>Employees approved for 100% Telework will also be provided with a multifunction home printer/scanner, shredder, and locking file cabinet, upon request.</b></p> <p><b>Office Primary:</b> noise-cancelling headphones, headphone charger, wired mouse and wired keyboard. <i>No additional equipment will be provided for the telework location.</i></p>
Stipend	<p><b>Remote:</b> Eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11 (\$200 for chair &amp; \$200 for desk).</p>	<p><b>Remote:</b> Annual stipend of \$1,000 per year. Eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11 (\$200 for chair &amp; \$200 for desk).</p> <p><b>Telework Primary:</b> Pro rata share of the \$1,000 annual stipend. Eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11 (\$200 for chair &amp; \$200 for desk).</p>	<p><b>Remote &amp; 100% Telework:</b> Eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11 (\$200 for chair &amp; \$200 for desk).</p>

# Office Space

	Management	NTEU	Tentative Agreement
<b>Seating</b>	<p><b>Office Primary:</b> will be assigned a seat in accordance with pay band and the space prioritization factors.</p> <p><b>Telework Primary &amp; Remote:</b> no assigned seat, hoteling space will be available in accordance with current pay band and the space prioritization factors. Lockers will be available at HQ for employees who are hoteling.</p>	<p><b>Office Primary:</b> will be assigned a seat in accordance with pay band and the space prioritization factors</p> <p><b>Telework Primary:</b> will be assigned a seat down one office class from what they would otherwise be assigned accordance with pay band and the space prioritization factors</p> <p><b>Remote:</b> no assigned seat, hoteling space will be available in accordance with current pay band and the space prioritization factors. Lockers will be available at all offices for employees who are hoteling.</p>	<p><b>Office Primary:</b> will be assigned a seat in accordance with pay band and the space prioritization factors.</p> <p><b>Telework Primary &amp; Remote:</b> no assigned seat, hoteling space will be available in accordance with current pay band and the space prioritization factors. Private lockers with an electronic code are available on days an employee is hoteling at HQ <b>or a regional office.</b></p>
<b>Seating Allocation by Pay Band</b>	<p><b>To the extent feasible:</b></p> <p>Pay bands CN-71 and above will be allocated single offices of at least 120 SF</p> <p>Pay band CN-60 will be allocated double offices of at least 150 SF</p> <p>Pay bands CN-53 and below will be assigned workstations (no minimum size requirement)</p>	<p>Pay bands CN-71 and above will be allocated single offices of at least 120 SF</p> <p>Pay band CN-60 will be allocated double offices of at least 150 SF</p> <p>Pay bands CN-53 and below to the extent feasible, will be allocated double offices of at least 150 square feet, and when not feasible will be assigned workstations of at least 60 square feet</p>	<p><b>To the extent feasible:</b></p> <p>Pay bands CN-71 and above will be allocated single offices of at least 120 SF</p> <p>Pay band CN-60 will be allocated double offices of at least 150 SF</p> <p>Pay bands CN-53 and below will be assigned workstations <b>of at least 60 SF</b></p>

	Management	NTEU	Tentative Agreement
<b>Space Prioritization Factors</b>	<ol style="list-style-type: none"> <li>1. Current pay band</li> <li>2. Length of time at the Bureau including:               <ol style="list-style-type: none"> <li>a. Time detailed from the Bureau to other agencies</li> <li>b. Prior tours of duty at the Bureau</li> <li>c. Pathways intern (but otherwise excluding time as a contractor, volunteer, or detailee to the Bureau while employed by another organization)</li> </ol> </li> <li>3. Length of time in current or higher pay band</li> <li>4. Tiebreaker (e.g., coin flip)</li> </ol>	<ol style="list-style-type: none"> <li>1. Full Performance Level</li> <li>2. Current pay band</li> <li>3. Length of time at the Bureau including:               <ol style="list-style-type: none"> <li>a. Time detailed from the Bureau to other agencies</li> <li>b. Prior tours of duty at the Bureau</li> <li>c. Pathways intern (but otherwise excluding time as a contractor, volunteer, or detailee to the Bureau while employed by another organization)</li> </ol> </li> <li>4. Length of time in current or higher pay band</li> <li>5. Tiebreaker (e.g., coin flip)</li> </ol>	<ol style="list-style-type: none"> <li>1. Current pay band</li> <li>2. Length of time at the Bureau including:               <ol style="list-style-type: none"> <li>a. Time detailed from the Bureau to other agencies</li> <li>b. Prior tours of duty at the Bureau</li> <li>c. Pathways intern (but otherwise excluding time as a contractor, volunteer, or detailee to the Bureau while employed by another organization)</li> </ol> </li> <li>3. Length of time in current or higher pay band</li> <li>4. Tiebreaker (e.g., coin flip)</li> </ol>
<b>Seating Changes &amp; Future Assignments</b>	<p>CFPB will allocate space when:</p> <ol style="list-style-type: none"> <li>1. New hires are onboarded</li> <li>2. Employees change their Work Location Designation (Office Primary, Telework Primary, or Remote)</li> <li>3. Office Primary employees request a change, in limited circumstances</li> </ol>	<p>CFPB will allocate space when:</p> <ol style="list-style-type: none"> <li>1. New hires are onboarded</li> <li>2. Employees change their Work Location Designation Office Primary employees request a change, in limited circumstances</li> <li>3. Quarterly seat selection</li> </ol>	<p>CFPB will allocate space when:</p> <ol style="list-style-type: none"> <li>1. New hires are onboarded</li> <li>2. Employees change their Work Location Designation</li> <li>3. <b>An Office Primary employee receives a promotion that changes their space allocation designation</b></li> <li>4. <b>Yearly seat selection</b></li> </ol>

# Parking & Amenities

	Management	NTEU	Tentative Agreement
<b>Parking</b>	<p><b>Office Primary:</b> may request subsidized parking in the HQ garage for \$140/month, space permitting.</p> <p><b>Telework Primary:</b> may request subsidized parking in the HQ garage for \$7/day, space permitting.</p> <p><b>Remote:</b> not eligible to park in the garage</p>	<p><b>Office Primary:</b> may request subsidized parking in the HQ garage for \$140/month, space permitting.</p> <p><b>Telework Primary:</b> may request subsidized parking in the HQ garage for \$7/day, space permitting, via an online reservation system. Reservations can be made no more than 1-week in advance.</p> <p><b>Remote:</b> may request subsidized parking in the HQ garage for \$7/day, space permitting, via an online reservation system. Reservations can be made starting at 12 pm Eastern Time the day before the space is needed.</p>	<p><b>Office Primary:</b> may request subsidized parking in the HQ garage for \$140/month &amp; will be given priority over employees who have not requested monthly parking.</p> <p><b>All Employees:</b> are eligible to park in the HQ garage at a rate of \$7/day, space permitting. Employees must <a href="#">reserve and pay for a daily parking spot in advance using the reservation system</a>.</p>
<b>Amenities</b>	<p><b>Fitness Center:</b> CFPB will maintain a fitness center at HQ</p> <p><b>Secure Cabinets:</b> Anyone assigned to a double office or a workstation will be provided with a file cabinet or similar piece of furniture that can be secured. No provision for secure cabinets for those in single offices.</p> <p><b>Lockers:</b> As needed, CFPB will provide a central location with securable lockers at HQ employees using hoteling space. CFPB will determine if securable lockers are needed in the region facilities.</p>	<p><b>Fitness Center:</b> CFPB will maintain a fitness center at HQ</p> <p><b>Secure Cabinets:</b> All employees with an assigned office will be provided with a file cabinet or similar piece of furniture that can be secured.</p> <p><b>Lockers:</b> CFPB will provide securable lockers at all CFPB offices for telework or remote employees that will be using hoteling space.</p>	<p><b>Fitness Center:</b> CFPB will maintain a fitness center at HQ</p> <p><b>Secure Cabinets:</b> <a href="#">Anyone assigned to a single office, double office, or a workstation</a> will be provided with a file cabinet or similar piece of furniture that can be secured.</p> <p><b>Lockers:</b> As needed, CFPB will provide a central location with securable lockers at HQ <a href="#">and all regional offices</a> for employees who have reserved hoteling space.</p>

**Employee Initiated Change  
in Duty Station**

# Employees NOT in a Remote-Eligible Position

	Management	NTEU	Tentative Agreement
<b>Process</b>	<ol style="list-style-type: none"> <li>1. Employee submits request to supervisor</li> <li>2. Supervisor reviews</li> <li>3. If supervisor approves, employee must sign a “Remote Work Agreement”</li> <li>4. Management will process the personnel action within 30 days of executing the Remote Work Agreement</li> </ol>	<ol style="list-style-type: none"> <li>1. Employee submits request to supervisor</li> <li>2. Within 10 days supervisor will provide a written decision to employee &amp; OHC</li> <li>3. OHC processes the request no later than the start of the 2nd pay period after receiving supervisor’s approval</li> </ol>	<ol style="list-style-type: none"> <li>1. Employee submits a request for a remote work location to their supervisor</li> <li>2. Supervisor will review and approve or deny <b>based on the eligibility criteria</b></li> <li>3. If approved, employee signs a Remote Work Agreement &amp; OHC changes duty station within 30 days</li> </ol>
<b>Eligibility Criteria</b>	<p>When management must determine a permanent change in duty station is necessary:</p> <ul style="list-style-type: none"> <li>• to retain an employee 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; or</li> <li>• to temporarily address a unique or personal circumstance of an employee on a temporary basis if determined by management that the request will not impede mission performance (but only for up to 2 years).</li> </ul>	<ul style="list-style-type: none"> <li>• Employee is currently performing at the a “Accomplished Performer (3)” passing performance level.</li> <li>• Employee has worked at the Bureau for at least 1 year of current consecutive service and 1 full performance cycle.</li> <li>• Proposed location must satisfies home work-site requirements.</li> </ul> <p><i>The provisions of this Article apply to all employees, regardless of job title or duty station (no frequent traveler exception).</i></p>	<p><b>For a Temporary (1-2 years) change to address a personal situation:</b></p> <ul style="list-style-type: none"> <li>• <b>Current CFPB Telework Program does not meet the employee’s needs</b></li> <li>• <b>Costs associated with the change are reasonable (travel, resources, etc.)</b></li> <li>• <b>Employee meets eligibility &amp; suitability Requirements in Sections 5C&amp;D of Remote, Telework, &amp; Hybrid Article.</b></li> </ul> <p><b>For a Permanent Change:</b> must meet all criteria above, and</p> <ul style="list-style-type: none"> <li>• loss of the employee would have a significant negative impact on the ability of the Bureau and/or work unit to achieve its goals. <ul style="list-style-type: none"> <li>• <b>Factors considered include (but not limited to): # of years at CFPB, specialized knowledge, institutional knowledge, employee has unique knowledge or skills not possessed by other CFPB employees</b></li> </ul> </li> <li>• the employee would likely choose voluntary separation if the relocation request is not approved.</li> </ul>



# Employees in a Remote-Eligible Position Who Are NOT Frequent Travelers

	Management	NTEU	Tentative Agreement
<b>Process</b>	<ol style="list-style-type: none"> <li>1. Employee submits request to supervisor</li> <li>2. Supervisor reviews</li> <li>3. If supervisor approves, employee must sign a “Remote Work Agreement”</li> <li>4. Management will process the personnel action within 30 days of executing the Remote Work Agreement</li> </ol>	<ol style="list-style-type: none"> <li>1. Employee submits request to supervisor</li> <li>2. Within 10 days supervisor will provide a written decision to employee &amp; OHC</li> <li>3. OHC processes the request no later than the start of the 2nd pay period after receiving supervisor’s approval.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remote-eligible employee completes a form requesting to change their duty station and providing the proposed new address</li> <li>2. Employee submits form via CFPB online system</li> <li>3. There will be no evaluation of the suitability of the proposed duty station outside of requirements in the article (i.e. located in the contiguous US)</li> <li>4. OHC will process request and change your official duty station within 30 days</li> </ol>
<b>Eligibility Requirements</b>	<p>When management must determine a permanent change in duty station is necessary:</p> <ul style="list-style-type: none"> <li>• to retain an employee 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; or</li> <li>• to temporarily address a unique or personal circumstance of an employee on a temporary basis if determined by management that the request will not impede mission performance (but only for up to 2 years).</li> </ul>	<ul style="list-style-type: none"> <li>• Employee is currently performing at the a “Accomplished Performer (3)” passing performance level.</li> <li>• Employee has worked at the Bureau for at least 1 year of current consecutive service and 1 full performance cycle.</li> <li>• Proposed location must satisfies home work-site requirements.</li> </ul> <p><i>The provisions of this Article apply to all employees, regardless of job title or duty station (no frequent traveler exception).</i></p>	<p><b>Employee must be in a position that has been designated as eligible for a Remote Work Location Designation.</b></p>

# Employees in a Remote-Eligible Position Who ARE Frequent Travelers

	Management	NTEU	Tentative Agreement
<b>Process</b>	<p>The employee must apply through USA jobs for an open position in a different region/at a different regional office.</p> <p>Employee must go through the review and selection process and be offered the open position</p> <p>Examiners moving within the region must get approval for the new location from regional management, who has total discretion to approve or deny.</p>	Same as for those who are not frequent travelers.	<ol style="list-style-type: none"> <li>1. Employee submits request to OHC</li> <li>2. OHC will process the change if the proposed duty station is: <ul style="list-style-type: none"> <li>• Under 60 miles from the employee's current duty station; and</li> <li>• Within 90 minutes commuting time of a Large or Medium Hub (as defined by FAA) or specified small hub airport</li> </ul> </li> <li>3. If criteria above are not met, additional evaluation is required</li> </ol>
<b>Eligibility Requirements</b>	Decisions about where remote duty stations for examiners can be located are made by leadership in the Region and entirely at their discretion.	Same as for those who are not frequent travelers	<p><b>Additional evaluation criteria</b></p> <ul style="list-style-type: none"> <li>• The proposed duty station must be within 90 minutes commuting time of a Large or Medium Hub (as defined by FAA) or specified small hub airports; and</li> <li>• For examination staff only: the airport must have flight options to 3 frequented destination airports within the employee's assigned region, as of the time of the employee's request. The flight options must: <ul style="list-style-type: none"> <li>• Not require employees to begin travel before 6:00 am or later than 10:00 am local time; and</li> <li>• Allow the employee to travel from the proposed remote duty station to the destination airport within six hours</li> </ul> </li> </ul>

# Examiner Requests for Change in Region and/or Duty Station Location

	Management	NTEU	Tentative Agreement
<b>General Requirements</b>	N/A	Duty Station change requirements are the same for all employees. No plan for changing regions	<p>An examiner can change regions with or without changing their duty station if:</p> <ul style="list-style-type: none"> <li>after the change, their current (or new) duty station meets the airport, number of flights, and flight time requirements.</li> <li>the receiving region has an examiner vacancy available <i>or</i> is not exceeding its authorized headcount by more than 5.</li> </ul> <p>Requirements related to a probationary period or working in the region for 2 years may be waived for:</p> <ul style="list-style-type: none"> <li>Long-term medical situation of a family member where services or care are more accessible from a specific location</li> <li>Specific situations related to a family member status, such as divorce (custody issues) or spousal placement (dual career)</li> </ul> <p>A regional transfer for personal medical situation or disability can be made as part of the reasonable accommodations process.</p>
<b>Eligibility Requirements</b>	N/A	N/A	<ul style="list-style-type: none"> <li>Must be an examiner</li> <li>Must not have been issued an At-Risk memo due to performance concerns within a year</li> <li>Must not have been on a Performance Improvement Plan within a year</li> <li>Must not be on a probationary period</li> <li>Must have been working in their current region for at least two years</li> <li>Must not have had any disciplinary action in the last two years</li> </ul>

# Other Provisions

	Management	NTEU	Tentative Agreement
<b>Surveillance &amp; Micro-management</b>	<ul style="list-style-type: none"> <li>Employees must use their Teams status light to show their availability <ul style="list-style-type: none"> <li>opens the door to using Teams for discipline &amp; performance management</li> </ul> </li> <li>Employees required to make their work schedules “visible to all colleagues”</li> <li>Management “may periodically audit the actual work patterns of employees against the parameters established for their work location designation to ensure compliance”</li> </ul>	<ul style="list-style-type: none"> <li>Removes management discretion in most cases</li> <li>No micro-management or surveillance provisions</li> </ul>	<ul style="list-style-type: none"> <li><b>Removes all the micro-management &amp; surveillance language in management’s proposal</b></li> <li><b>Creates objective criteria that managers must use when exercising discretion</b></li> <li><b>Centralizes decisions about Work Location Designation and changes to duty station in OHC – removing the risk of inconsistent application by supervisors &amp; division leaders</b></li> </ul>
<b>Working in Hawaii, Alaska, &amp; Puerto Rico</b>	Not Permitted	Treated the same as the rest of the US	Permanent duty station not permitted but: <ul style="list-style-type: none"> <li><b>Specifically allows situational &amp; extended situational telework</b></li> <li><b>Allows a longer-term stay if employee’s spouse is temporarily assigned to one of these locations by DOD or another government agency</b></li> </ul>
<b>Equity &amp; Fairness</b>	<ul style="list-style-type: none"> <li>Everything is at management’s discretion</li> <li>No objective criteria</li> <li>No requirement to document decision-making or provide employee with written reasons for denying their request</li> </ul>	<ul style="list-style-type: none"> <li>100% employee freedom &amp; choice</li> <li>Requires OHC to keep records of denials that include EEO data and share the data with NTEU on a regular schedule</li> <li>All denials must be documented in writing and a copy given to the employee</li> </ul>	<ul style="list-style-type: none"> <li><b>Management discretion is limited to ensuring certain objective criteria are met</b></li> <li><b>Requires OHC to keep records of denials that include EEO data and share the data with NTEU on a regular schedule</b></li> <li><b>All denials must be documented in writing and a copy given to the employee</b></li> </ul>

# Implementation Timeline

Within 45 days of agreement effective date



OHC Review & Determination of Work Location Designations (WLD)

No later than 10 days after finalizing designations



Management provides spreadsheet of all Work Location Designations to NTEU

Within 10 business days of finalizing designations



Management informs all employees of their eligibility for each type of WLD

20-day period after notification of employees



Employees submit their preferred WLD, work schedule, work location, Home Safety Checklist, & Remote/Telework Agreement through Service Now

Within 30 days of of employee selection



OHC reviews all employee selections and process duty station locations