IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NATIONAL TREASURY EMPLOYEES UNION, *et al.*,

Plaintiffs,

v.

RUSSELL VOUGHT, in his official capacity as Acting Director of the Consumer Financial Protection Bureau, *et al.*,

Defendants.

No. 1:25-cv-00381-ABJ

DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION

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INTRODUCTION

Incoming Presidents of both parties have routinely issued directives that pause policy-related decision-making to allow the reevaluation of those policies that were under consideration or under development but not finalized by the prior administration.[1] Consistent with this practice, on January 20, 2025, President Trump ordered agencies across the government to freeze regulatory actions so that new agency leadership may reevaluate policies and enforcement priorities. The White House, *Regulatory Freeze Pending Review*, 90 Fed. Reg. 8249 (Jan. 20, 2025).

In line with these principles, on February 8, 2025, Russell Vought, Acting Director of the Consumer Financial Protection Bureau ("CFPB"), e-mailed all CFPB staff to direct that, unless "required by law" or "expressly approved by the Acting Director," staff were not to take substantive actions that might reflect policy decisions inconsistent with new leadership's views on the best way to meet the agency's statutory responsibilities. ECF No. 23-2. As Acting Director Vought explained, he was "committed to implementing the President's policies, consistent with the law, and acting as a faithful steward of the Bureau's resources." *Id*.

After this directive, Plaintiffs—two CFPB employee organizations, three consumer advocacy organizations, and an individual who has a meeting scheduled with CFPB staff regarding a program administered by the Department of Education—filed the present motion. They seek injunctive relief that is breathtaking in scope. That relief would essentially place the CFPB in a judicially managed receivership, with its day-to-day decision-making across a universe of issues superintended by the Court, rather than by the officer designated by the President.

[1] *E.g.*, Office of Management & Budget ("OMB"), *Memorandum for the Heads of Executive Departments & Agencies*, 86 Fed. Reg. 7424 (Jan. 28, 2021) (memorandum from President Biden's Chief of Staff); OMB, *Memorandum for the Heads of Executive Departments & Agencies,; Regulatory Freeze Pending Review*, 82 Fed. Reg. 8346 (Jan. 24, 2017) (memorandum from President Trump's Chief of Staff); The White House Office, *Memorandum for the Heads of Executive Departments & Agencies*,74 Fed. Reg. 4435 (Jan. 26, 2009) (memorandum from President Obama's Chief of Staff); 66 Fed. Reg. 7,702 (Jan. 24, 2001) (memorandum from President Bush's Chief of Staff); OMB, Regulatory Review, 58 Fed. Reg. 6074 (Jan. 25, 1993) (memorandum from Director of OMB).

In addition to petitioning this Court, CFPB employees have taken to the streets to protest any change in CFPB policy priorities. Declaration of Adam Martinez ("Martinez Decl.") ¶¶ 7-16, attached as Exhibit ("Ex.") 1. Those protests involve large and disruptive gatherings outside of the CFPB Headquarters building, even though the overwhelming majority of CFPB employees primarily telework rather than work in the office. *Id*. ¶¶ 8, 15, 17. Given these disruptive protests involving the CFPB's own staff, CFPB leadership has closed the CFPB Headquarters Building and tightened staff supervision, making sure that they are focused only on aspects of the mission that are, in fact, urgently required by law, as determined by the Chief Legal Officer. Martinez Decl. Exs. E, F. Under this internal procedure, work requests have been approved to allow the CFPB to maintain its statutory obligations. Martinez Decl. ¶ 21.

Remarkably, the CFPB employee groups and other Plaintiffs now spin these actions and others as being part of a "coordinated campaign by the new administration to eliminate the" CFPB. Mem. in Supp. of Pl.'s Mot. for Limited Administrative Stay & TRO, ("PI Mot.") at 1, ECF No. 14. But President Trump has nominated Jonathan McKernan—currently a Board Member of the Federal Deposit Insurance Corporation—to be the new CFPB Director, and the Senate Banking Committee will hold a hearing on his nomination this week[2]—actions that are inconsistent with Plaintiffs' view of current events. Similarly, as Acting Director Vought noted in a letter to the Federal Reserve, the "Bureau's new leadership will run a substantially more streamlined and efficient bureau[.]" Martinez Decl. Ex. G. The predicate to running a "more streamlined and efficient bureau" is that there will continue to be a CFPB. *See id.*

In all events, Plaintiffs fail to satisfy any of the criteria for a preliminary injunction. First, they fail to establish a likelihood of success on the merits of their claims. Because Plaintiff National Treasury Employees Union ("NTEU") has filed a separate lawsuit against Acting Director Vought seeking to preclude essentially the same adverse employment actions that it seeks to preclude here, it is improperly claim-splitting. Indeed, Judge Cooper has denied NTEU's motion

[2] *Nomination Hearing, Before the Comm. on Banking, Housing, & Urban Affairs*, 119th Cong. (Feb. 27, 2025), https://www.banking.senate.gov/hearings/02/20/2025/nomination-hearing

to preliminarily enjoin Acting Director Vought from taking adverse employment actions because its claims must be brought before the Federal Labor Relations Authority ("FLRA"). *NTEU v. Trump*, --- F. Supp. 3d ---, 2025 WL 561080 (D.D.C. Feb. 20, 2025). That same reasoning applies to all the employment-related claims in this suit. But this case provides no basis for this Court to reconsider Judge Cooper's analysis. Issue preclusion and comity principles preclude NTEU from taking a mulligan and seeking an inappropriate do-over before a new judge.

Plaintiffs are also unlikely to succeed because the claims they frame in their memorandum and their Amended Complaint are for precisely the type of wholesale supervision of agency management by court decree, as opposed to judicial review of a circumscribed and discrete agency action, that the Supreme Court has held the Administrative Procedure Act ("APA") does not allow—even in the face of allegations of "rampant" violations of law. *Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 891 (1990). And Plaintiffs cannot sidestep the traditional case-by-case approach involving review of discrete agency actions by invoking equitable causes of action.

Even putting aside these threshold flaws, Plaintiffs' claims still fail. Their claims that the agency is flouting statutory obligations—whether as framed in Count One or Three of the Amended Complaint—are baseless. Acting Director Vought's pause does not apply to agency activities "required by law[.]" Martinez Decl. Ex. D. And CPFB leadership remains committed to having CFPB perform its statutory obligations. *Id.* ¶ 19-23. Contrary to Plaintiffs' claims, Vought's designation as Acting Director is consistent with the Federal Vacancies Reform Act. And the Court should not substitute Plaintiffs' judgment for that of CFPB's properly designated officers regarding agency management. Nor are Defendants proceeding outside the zone of reasonableness permitted by the APA. Again, their actions are consistent with a longstanding tradition in which agencies reevaluate policies upon the commencement of a new administration. And agency decisions reflecting the ordering of its priorities are committed to agency discretion by law.

Finally, any finding of irreparable harm justifying an injunction would be misplaced. Although Plaintiffs argue that they will suffer irreparable harm if Defendants fail to carry out their statutory obligations, those fears are belied by the record. And because the public has an interest

in ensuring that an agency can carry out its statutory duties in line with the policy priorities of the democratically elected administration, the public interest and balance of the equities tip in Defendants' favor. As such, Plaintiffs have not established the criteria necessary for this Court to enter the extraordinary remedy of a preliminary injunction—especially this one.

BACKGROUND

I. Statutory Background

The Bureau was established as part of the Federal Reserve System by the Consumer Financial Protection Act of 2010 ("CFPA"), Pub. L. No. 111-203, Tit. X, 124 Stat. 1376, 1955. The Bureau is charged with implementing the federal consumer financial laws, principally for purposes of ensuring "consumers are protected from unfair, deceptive, or abusive acts and practices[.]" 12 U.S.C. § 5511.

II. Factual Background

After a brief period when Secretary of the Treasury Scott Bessent served as Acting Director of the CFPB, on February 7, 2025, President Trump designated Russell Vought to be the agency's Acting Director. Martinez Decl. ¶¶ 2, 10. Consistent with the Trump Administration's goals of reducing wasteful spending and streamlining efficiencies in the federal government, Acting Director Vought reviewed the sums available to the Bureau and sent a letter to the Federal Reserve on February 8, 2025, stating that CFPB would be requesting $0 for the Third Quarter of Fiscal Year 2025, having determined that the hundreds of millions of dollars in existing funds are sufficient to support the agency's operations and indeed that the current balance of funds are "more than sufficient—and are, in fact, excessive—to carry out" CFPB's duties. Martinez Decl. Ex. G. In the final paragraph of the Letter, Acting Director Vought stated that "[t]he Bureau's new leadership will run a substantially more streamlined and efficient bureau[.]" *Id.*

Later that evening, Acting Director Vought sent an e-mail to CFPB staff. *Id.* Ex. D. The e-mail directed that employees, contractors, and other personnel of the Bureau temporarily pause certain activities "unless expressly approved by the Acting Director or required by law[.]" *Id.* As reflected in that email, Acting Director Vought and others in agency leadership were, and continue

to be, engaged in ongoing decision-making to assess how to make the Bureau more efficient and accountable. *Id.* ¶¶ 11, 19.

Acting Director Vought's arrival at CFPB coincided with a series of episodes of an extraordinary and disruptive nature. First, on Friday, February 7, 2025, a CFPB employee disrupted a meeting between CFPB management and United States DOGE Service ("USDS") personnel. *Id.* ¶ 7. Later that day, CFPB employees began a protest outside of CFPB Headquarters. *Id.* ¶ 8. Several protestors followed and questioned other CFPB staff members, making them feel harassed. *Id.*

After the events of Friday, February 7, 2025, CFPB leadership decided to close the CFPB Headquarters Building for the week of February 10, 2025. *Id.* ¶ 12. Employees and contractors were expected to work remotely unless instructed otherwise by agency leadership. *Id.* And on the morning of Monday, February 10, 2025, Acting Director Vought sent another e-mail to CFPB staff. *Id.* ¶ 14. The e-mail instructed CFPB staff focus only on "urgent matters" as approved by the agency's Chief Legal Officer. *Id.* Ex. F.

Meanwhile, the protests continued on February 9, growing to a protest of hundreds of people outside CFPB headquarters by the afternoon of February 10. *Id.* ¶¶ 13, 15.

Despite these challenges, CFPB leadership has worked to ensure that the agency complies with statutorily required functions. *Id.* ¶¶ 19-23. The building's closure, which has continued to the present day,[3] has not prevented the CFPB from performing statutorily required functions given CFPB's capacity to perform its functions remotely. *Id.* ¶ 17.

Nor has Acting Director Vought's e-mail dated February 10, 2025, which requires staff to focus only on "urgent matters" as approved by the agency's Chief Legal Officer, prevented the

[3] As part of this Administration's focus on a more streamlined CFPB, the Bureau has determined that it does not need its footprint associated with its current office space and has decided to cancel the lease for its headquarters building. Martinez Decl. ¶ 18. As of this date, however, the cancelation of the lease has not been fully executed. *Id.* After the cancelation of the lease, CFPB will have thirty days to move out. *Id.* The Bureau, in consultation with USDS, will evaluate options for alternative office space once the Bureau has ascertained the amount of office space it will need to carry out its more streamlined operations, such as those required by statute

agency from performing its statutory functions. *Id.* ¶¶ 14, 21. For example, the agency has maintained operation of CFPB's call centers and the agency has continued to process payments through the Civil Penalty Fund. *Id.* ¶ 21. Operations related to the Consumer Complaint Database are continuing. *Id.* ¶ 22. Contracts for work related to the Consumer Complaint Database have remained intact and operational. *Id.* The Bureau is providing information technology and technical assistance to enable filers to submit data as required by the Home Mortgage Disclosure Act. *Id.* ¶ 23. Indeed, the agency's Chief Operating Officer attests that he has never had a work request denied. *Id.* ¶ 22.

III. Procedural History

Plaintiffs filed a Complaint on February 9, 2025. ECF No. 1. On February 13, 2025, Plaintiffs filed an Amended Complaint seeking declaratory relief at the broadest level of generality; namely, that the "suspension of CFPB's statutorily mandated activities [is] unlawful[.]" Am. Compl.; Prayer for Relief ¶ A, ECF No. 7. They ask the Court to declare unlawful and set aside actions "including," and presumably not limited to, "issuance of stop-work instructions, cancellation of contracts, declining and returning funding, reductions in force, firing of employees, and termination of the lease for its headquarters[.]" *Id.* ¶ B.

The Amended Complaint includes four counts. In Count One, Plaintiffs seek equitable non-statutory *ultra vires* review of Defendants alleged "actions to eliminate the CFPB[.]" *Id.* ¶ 80. *See id.* ¶¶ 75-80. In Count Two, Plaintiffs claim that Acting Director Vought's designation violates the Federal Vacancies Reform Act, and seek review under a non-statutory equitable cause of action. *Id.* ¶¶ 81-89. Counts Three and Four invoke the APA. *Id.* ¶¶ 90-96. In Count Three, Plaintiffs claim that Defendants lack "statutory authority to require CFPB to cease work on the activities it is statutorily required to perform" and have thus violated 5 U.S.C. § 706(2)(C). *Id.* ¶ 92. In Count Four, Plaintiffs claim that "Defendants' actions and intended further action to

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and those for which physical office space is necessary. *Id.* In the meantime, and due to the unique circumstances involved, CFPB employees performing necessary operations will be permitted to telecommute, to the extent feasible if office space is not available. *Id.*

suspend or terminate CFPB's statutorily mandated activities and to return the funding that the CFPB needs to sustain its operations" violate 5 U.S.C. § 706(2)(A). *Id*. ¶ 94.

Later on February 13, Plaintiffs filed a motion for temporary restraining order and administrative stay. ECF No. 10. On February 14, Plaintiffs filed a memorandum in support of that motion. ECF No. 14. Upon agreement of the parties and following a scheduling conference, the Court issued an order converting Plaintiffs' motion for a temporary restraining order into a motion for a preliminary injunction. ECF No. 19. The Court's order also memorialized Defendants' agreement that, until the Court rules on Plaintiffs' motion for a preliminary injunction, CFPB will not destroy certain records, will not terminate CFPB employees except for cause, and will not transfer CFPB's reserve funds. *See id*. A preliminary injunction hearing is set for March 3, 2025. *Id*.

LEGAL STANDARDS

"A preliminary injunction is an extraordinary remedy never awarded as of right." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008). Plaintiffs must "*by a clear showing*" establish that (1) they have a substantial likelihood of success on the merits; (2) they will suffer irreparable harm without an injunction; (3) the balance of equities tips in their favor; and (4) preliminary relief serves the public interest. *Mazurek v. Armstrong*, 520 U.S. 968, 972 (1997); *Abdullah v. Obama*, 753 F.3d 193, 197 (D.C. Cir. 2014).

ARGUMENT

I. Plaintiffs are Unlikely to Succeed on the Merits of Their Claims.

Plaintiffs cannot show they are likely to succeed on the merits of their claims, which have both threshold and substantive flaws.

A. The Union's Claims are Unlikely to Succeed Because It is Improperly Claim Splitting and Its Members Have Already Been Denied a Preliminary Injunction.

NTEU has no likelihood of success on its claims because it has already sued Acting Director Vought, in his capacity as Acting CFPB director, in another case that it brought "to protect the workers [it] represent[s] from the Executive Branch's . . . firings of hundreds of thousands of

employees," Am. Compl., *NTEU v. Trump*, No. 1:25-cv-00420-CRC (D.D.C. Feb. 17, 2025), ECF No. 13, and where it has already been denied a motion for a preliminary injunction on the same grounds that apply here, *NTEU v. Trump*, 2025 WL 561080. The claim-splitting doctrine ensures that a plaintiff may not "split up his demand and prosecute it by piecemeal, or present only a portion of the grounds upon which special relief is sought, and leave the rest to be presented in a second suit, if the first fail[s]." *Stark v. Starr*, 94 U.S. (4 Otto) 477, 485 (1876). *See Vanover v. NCO Fin. Servs., Inc.*, 857 F.3d 833 (11th Cir. 2017); *Katz v. Gerardi*, 655 F.3d 1212, 1218-19 (10th Cir. 2011); *Hudson v. Am. Fed'n of Gov't Emps.*, 308 F. Supp. 3d 388, 394 (D.D.C. 2018). That is exactly what NTEU has done here. Claim-splitting requires an analysis of "(1) whether the case involves the same parties and their privies, and (2) whether separate cases arise from the same transaction or series of transactions." *Vanover*, 857 F.3d at 841-42. The claim-splitting factors are readily met.

First, overlapping parties are involved in both cases. *See id*. NTEU is proceeding on behalf of the same CFPB workers in both this case and in *NTEU v. Trump*. *Compare*, Am. Compl. ¶¶ 13, 64, *with*, Am. Compl. ¶¶ 13, 47, 52, *NTEU v. Trump*. Both cases name Russell Vought in his official capacity as Acting Director of the CFPB as a Defendant. *Compare*, Am. Compl., *with*, Am. Compl., *NTEU v. Trump*.

Turning to the second prong, the claims in both actions are for essentially the same prospective labor-related relief. Here, NTEU seeks declaratory and equitable relief to preclude Acting Director Vought from issuing "stop work instructions, . . . reductions in force, [and] firing of employees." Am. Compl., Prayer for Relief. In *NTEU v. Trump*, NTEU seeks declaratory or injunctive relief to preclude Acting Director Vought from "mass firing of . . . employees[;]" from implementing a "directive to terminate probationary employees;" and from violating "the [Reduction in Force] statute and regulations[.]" Am. Compl., Prayer for Relief, *NTEU v. Trump*. And it bases its claims for relief on alleged facts at CFPB that are also at issue here. *Id*. ¶¶ 52, 60. "It is irrelevant if [NTEU] 'seeks relief on different legal theories in the two cases[.]'" *Hudson*, 308 F. Supp. 3d at 394 (citation omitted). But the legal theories are, nonetheless, substantially

overlapping. *Compare* Am. Compl. ¶¶ 75-80, 90-92 (vaguely alleging that Acting Director Vought's actions are *ultra vires* and that they violate the APA), *and* PI Mot. at 21-23, 29 (arguing that Acting Director Vought has violated separation of powers principles and that "the agency has not followed applicable regulations" addressing reductions-in-force when making employment decisions), *with* Am. Compl. ¶¶ 87-99, *NTEU v. Trump* (pleading two counts: a "separation of powers principles" claim and an APA claim challenging employment termination decisions as contrary to reduction-in-force regulations).

Even if the claim-splitting doctrine does not apply, the Court should not render Judge Cooper's adjudication of NTEU's request for preliminary injunction against Acting Director Vought meaningless by re-adjudicating the same issues that he has already decided. Whether as a matter of issue preclusion, *see Canonsburg Gen. Hosp. v. Burwell*, 807 F.3d 295, 301 (D.C. Cir. 2015), or, at the least, "as a matter of 'good sense and wise judicial practice,'" the Court should not condone "inappropriate 'do-overs' with a new judge," *Bongiovanni v. Austin*, Case No. 3:22-cv-237, 2022 WL 1642158, at *14 (M.D. Fla. May 24, 2022) (citation omitted). At a minimum, Judge Cooper's opinion precludes the Court from preliminarily enjoining Defendants from taking essentially the same actions against NTEU members that were in the scope of the preliminary injunction that NTEU had requested against Acting Director Vought in *NTEU v. Trump*, No. 1:25-cv-00420 (CRC) (D.D.C.).

B. CFPB Employee Association Has Not Established Standing and Otherwise Fails to Show Any Likelihood of Success in this Proceeding.

Plaintiff CFPB Employee Association ("CEA") has not demonstrated Article III standing to enjoin Defendants from making employment-related decisions. "A plaintiff has standing only if he can 'allege personal injury fairly traceable to the defendant's allegedly unlawful conduct and likely to be redressed by the requested relief.'" *California v. Texas*, 593 U.S. 659, 668-89 (2021) (quoting *DaimlerChrysler v. Cuno*, 547 U.S. 332, 342 (2006)). "[S]tanding is not dispensed in gross; rather, plaintiffs must demonstrate standing for each claim that they seek to press[.]" *TransUnion LLC v. Ramirez*, 594 U.S. 413, 431 (2021). To succeed on CEA's motion for a

preliminary injunction, it must demonstrate standing "under the heightened standard for evaluating a motion for summary judgment." *Elec. Priv. Info. Ctr. v. Presidential Advisory Comm'n on Election Integrity*, 878 F.3d 371, 377 (D.C. Cir. 2017). But beyond mere allegations, the record is "completely silent on what injury, if any, [CEA] suffers" due to the challenged conduct, much less whether any such injury is likely to be redressed by the requested relief. *See Alaska v. USDA*, 17 F.4th 1224, 1230 (D.C. Cir. 2021).

Even if CEA had standing to pursue its claims, it fails to show a likelihood of success on the merits in this case because its employment-related claims should be severed, marked as related to NTEU's claims against Acting Director Vought in *NTEU v. Trump*, and assigned to the same judge. Under Fed. R. Civ. P. 21, this Court may "drop a party." And it "may also sever any claim against a party."[4] CEA's employment-related claims against Acting Director Vought, once severed, should be "deemed related" to NTEU's claims in *NTEU v. Trump* under Local Civil Rule 40.5 because they involve common issues of fact and grow out of the same event or transaction. *See supra* at 7-9. Consider the practical consequences of failure to sever and then relate these claims. It is far from clear whether CEA has members and, if so, the extent to which those members overlap with NTEU's members. But even if some CEA members are not NTEU members, "[s]everance and transfer will advance the goals of judicial economy and the orderly and efficient resolution of disputes." *M.M.M.*, 319 F. Supp. 3d at 297. Apart from obvious judicial economy considerations, it would be the antithesis of "orderly and efficient[,]" *id*. at 295, to contemplate preliminarily enjoining Defendants from taking the same employment actions against CEA members that, under Judge Cooper's ruling, Defendants may take against NTEU members. Granting CEA members an immediate injunction would result an irrational dichotomy among CFPB workers—those who are non-NTEU CEA members protected by this Court's injunction and NTEU members whose request

[4] "District courts have broad discretion in determining whether severance of particular claims is warranted." *M.M.M. on behalf of J.M.A. v. Sessions*, 319 F. Supp. 3d 290, 295 (D.D.C. 2018). "In making this determination, courts consider multiple factors, including . . . concerns related to judicial economy, multiplicity of litigation, and orderly and efficient resolution of disputes" as well as "potential for confusion[.]" *Id.* All of those concerns are implicated here.

for a preliminary injunction was adjudicated and denied by Judge Cooper.

C. Plaintiffs Must Address Their Employment-Related Interests Through the Statutory Scheme Congress Established.

This case primarily involves a challenge to policy decisions governing federal employees. *See, e.g.*, PI Mot. at 32-34. The Court lacks jurisdiction over these claims because Congress has established a detailed statutory scheme for adjudicating disputes related to federal employment under the Federal Service Labor–Management Relations Statute ("FSL-MRS") and the Civil Service Reform Act ("CSRA"), and Plaintiffs' claims must be adjudicated through this administrative process. "Within constitutional bounds, Congress decides what cases the federal courts have jurisdiction to consider." *Bowles v. Russell*, 551 U.S. 205, 212 (2007). Although district courts have jurisdiction over civil actions arising under federal law, *see* 28 U.S.C. § 1331, "Congress may preclude district court jurisdiction by establishing an alternative statutory scheme for administrative and judicial review." *Am. Fed'n of Gov't Emps., AFL-CIO v. Trump ("AFGE")*, 929 F.3d 748, 754 (D.C. Cir. 2019). Here, as detailed below, Congress has precluded district court jurisdiction for the claims brought by Plaintiffs on behalf of CFPB employees.

Congress has established a detailed statutory scheme for adjudicating disputes that arise in the sphere of federal employment for civil servants. The FSL-MRS and the CSRA, of which the FSL-MRS is a part, together provide a comprehensive "scheme of administrative and judicial review" for resolving both disputes between employees and their federal employers and disputes between unions representing those employees and their federal employers. *AFGE*, 929 F.3d 748, 752 (D.C. Cir. 2019) (regarding FSL-MRS); *see Graham v. Ashcroft*, 358 F.3d 931, 933 (D.C. Cir. 2004) (regarding CSRA more broadly). In these statutes, Congress provided that most federal labor and employment disputes must first be administratively exhausted before the employing agency and the applicable administrative review board—either the Merit Systems Protection Board ("MSPB") for employment disputes or the FLRA for labor disputes. Judicial review, if any, is generally available only following the exhaustion of administrative review. *See AFGE*, 929 F.3d at 752 (citing 5 U.S.C. §§ 7105, 7123(a), (c)); *Graham*, 358 F.3d at 934 (citing *United States v.*

Fausto, 484 U.S. 439, 448–50 (1988)); *see also* 5 U.S.C. § 7703(b) (providing for judicial review in the Federal Circuit or other court of appeals).

Statutory schemes like these largely preclude jurisdiction in the district courts, either altogether or prior to the completion of jurisdictional administrative exhaustion requirements. *AFGE*, 929 F.3d at 754. In *AFGE*, the D.C. Circuit applied the "two-step framework set forth in *Thunder Basin Coal Co. v. Reich*, 510 U.S. 200 (1994)," to conclude that the union plaintiffs in that case could not challenge in district court three executive orders related to federal employment. *AFGE*, 929 F.3d at 754. Under that framework, district courts lack jurisdiction over suits like this one when the intent for exclusive review in the court of appeals is "fairly discernible in the statutory scheme," and "the litigant's claims are of the type Congress intended to be reviewed within [the] statutory structure." *See AFGE*, 929 F.3d at 754 (citations omitted).

Indeed, the Supreme Court has repeatedly held that the CSRA provides the exclusive means of redressing employment disputes involving federal employees, *see Fausto*, 484 U.S. at 455, even when those disputes involve constitutional claims. *See Elgin v. Dep't of Treasury*, 567 U.S. 1, 10-15 (2012). Likewise, the D.C. Circuit has repeatedly recognized that the FSL-MRS and the CSRA readily satisfy the first prong of the *Thunder Basin* framework. *See AFGE*, 929 F.3d at 755 (concluding that union plaintiffs could not challenge in district court three executive orders related to federal employment); *Fornaro v. James*, 416 F.3d 63, 66 (D.C. Cir. 2005). In other words, Congress intended to make the FSL-MRS and CSRA the exclusive scheme, and they satisfy the first step of the two-step *Thunder Basin* framework.

Plaintiffs' claims are also the type to be challenged through this statutory structure. In fact, "[c]laims 'will be found to fall outside of the scope of a special statutory scheme in only limited circumstances, when (1) a finding of preclusion might foreclose all meaningful judicial review; (2) the claim[s] [are] wholly collateral to the statutory review provisions; and (3) the claims are beyond the expertise of the agency.'" *AFGE*, 929 F.3d at 755 (quoting *Arch Coal, Inc. v. Acosta*, 888 F.3d 493, 500 (D.C. Cir. 2018)).

Here, all three factors point toward preclusion of Plaintiffs' claims. First, a finding of preclusion will not thwart meaningful judicial review. In essence, Plaintiffs are challenging the lack of work assigned to some CFPB employees and the dismissal or potential dismissal of others, and perceived consequences or incidental effects that will flow from those employment decisions, whether related to financial benefits to the employees and third parties or to continued employment. But such employment disputes can be challenged under the CSRA or FSL-MRS. *Cf. Ghaly v. USDA*, 228 F. Supp. 2d 283 (S.D.N.Y. 2002) (plaintiff challenging his transfer to paid-administrative leave needed to exhaust administrative remedies). In particular, the negotiated Collective Bargaining Agreement between NTEU's CFPB workers and the agency has an established grievance procedure for determining whether the Agency violated, misinterpreted, or misapplied laws, rules, or regulations in setting conditions of employment. *See Collective Bargaining Agreement Between CFPB and NTEU Chapter 335*, Art. 21, Art. 43, Nov. 8, 2024, attached as Ex. 2. If dissatisfied with the decision by the employing agency and the applicable administrative review board, CFPB employees still have the opportunity for judicial review in a court of appeals. *See AFGE*, 929 F.3d at 752 (citing 5 U.S.C. §§ 7105, 7123(a), (c)); *Graham*, 358 F.3d at 934 (citing *Fausto*, 484 U.S. at 448–50); *see also* 5 U.S.C. § 7703(b) (providing for judicial review in the Federal Circuit or other court of appeals).

For similar reasons, Plaintiffs' challenges are also not "wholly collateral" to the statutory review provisions. Rather, their claims may arise in the context of a specific labor dispute, as set forth above. *See AFGE*, 929 F.3d at 759–60 ("This consideration is 'related' to whether 'meaningful judicial review' is available, and the two considerations are sometimes analyzed together." (quoting *Jarkesy v. SEC*, 803 F.3d 9, 22 (D.C. Cir. 2015)).

Finally, Plaintiff's claims are precisely within the FLRA's expertise. The FLRA is—together with the MSPB—the federal authority on matters of federal employment and labor relations. *E.g., Bureau of Alcohol, Tobacco & Firearms v. FLRA*, 464 U.S. 89, 97 (1983). Even if clothed in constitutional and APA garb, Plaintiffs' claims are nonetheless subject to the CSRA and FSL-MRS. On this point, *AFGE v. Trump* is instructive. The district court characterized the

claims there as involving "separation-of-powers issues" and "whether a statute or the Constitution has authorized the President to act in a particular way," 929 F.3d at 760, much as Plaintiffs have framed their claims in this case. But the D.C. Circuit nonetheless concluded that the *AFGE* plaintiffs had to follow the statutory scheme, observing that, like here, the claims at issue could be adjudicated by resorting to the provisions of the relevant congressional legislation. *Id.* at 760–61. And even assuming the FLRA and MSPB have lesser expertise on questions of constitutional dimension, they may well be able to "offer an interpretation of the [statutes] in the course of the proceeding that might alleviate or shed light on the constitutional concerns." *Id.* at 761 (quotation omitted). Plaintiffs' claims are not subject to judicial review unless and until they have been pursued through the comprehensive statutory scheme Congress devised.[5]

D. Plaintiffs' APA Claims Fail Because They Do Not Seek Judicial Review of a Discrete Final Agency Action.

Plaintiffs fail to satisfy the essential elements of their APA claims in Counts Three and Four because they are not petitioning for judicial review of a circumscribed and discrete agency action. "Under the terms of the APA, [Plaintiffs] must direct [their] attack against some particular 'agency action' that causes [them] harm." *Lujan*, 497 U.S. at 891. And that agency action must be "circumscribed" and "discrete[.]" *Norton v. S. Utah Wilderness All. ("SUWA")*, 542 U.S. 55, 62 (2004). Consistent with these principles, the APA does not permit Plaintiffs to "seek *wholesale*

[5] Plaintiffs may contend that they are subject to an immediate injury that cannot justify awaiting the administrative process called for by *Thunder Basin* and its progeny. But the only "'here-and-now' injury" that the Supreme Court has suggested permits bypassing a dedicated statutory scheme is an alleged "subjection to an unconstitutionally structured decisionmaking process," for example by an allegedly unaccountable Administrative Law Judge. *Axon Enter., Inc. v. FTC*, 598 U.S. 175, 192 (2023). Here, however, there is no adjudicatory process yet underway, let alone a claim that such a process has been "unconstitutionally structured." And in any event, the Supreme Court has "made clear . . . that 'the expense and disruption' of 'protracted adjudicatory proceedings' on a claim do not justify immediate review." *Id.* (quoting *FTC v. Standard Oil Co. of Cal.*, 449 U.S. 232, 244 (1980)). The D.C. Circuit more recently explained the *Axon* Court's holding in a way that, if it has any bearing here at all, cuts sharply against preliminary relief: "*Axon* at most says that, as a matter of statutory jurisdiction, a federal-court challenge to an unconstitutional *appointment* can begin before the agency acts. It does not say that every agency proceeding already underway must immediately be halted because of an asserted constitutional flaw." *Alpine Sec. Corp. v. Fin. Indus. Regul. Auth.*, 121 F.4th 1314, 1336 (D.C. Cir. 2024), *filing Supreme Court application*, 24-A808 (U.S. Feb. 20, 2025) (emphasis added).

improvement" of agency management "by court decree"—even in the face of allegations of "rampant" violations of law. *Lujan*, 497 U.S. at 891. "Because 'an on-going program or policy is not, in itself, a final agency action under the APA,' [a court's] jurisdiction does not extend to reviewing generalized complaints about agency behavior." *Cobell v. Kempthorne*, 455 F.3d 301, 307 (D.C. Cir. 2006) (citation omitted). "Consequently, as each case only presents the court with a narrow question to resolve, [the court] can have no occasion to order wholesale reform of an agency program." *Id*.

Plaintiffs' claims and requested injunction present exactly the type of wholesale challenge that the APA forbids. They do not seek judicial review of a discrete agency action. Rather, they seek wholesale judicial review of Defendants' management of the CFPB. For example, they argue in their memorandum that they are seeking judicial review of actions "including" and presumably not limited to "issuing stop-work instructions, cancelling contracts, declining and returning funding, firing employees, and terminating the lease for its headquarters[.]" PI Mot. at 26. *See* Am. Compl. ¶ 91. In *Lujan*, the Supreme Court dispelled any notion that such a programmatic challenge can proceed under the APA:

> [I]t is at least entirely certain that the flaws in the entire "program"—consisting principally of the many individual actions referenced in the complaint, and presumably actions yet to be taken as well—cannot be laid before the courts for wholesale correction under the APA, simply because one of them is ripe for review and adversely affects [a plaintiff].

497 U.S. at 892-93 (footnote omitted)

Just as in *Lujan*, Plaintiffs' APA counts seek to bring a collective, programmatic, challenge to all of these individual actions, including actions yet to be taken when the Amended Complaint was filed.

The wholesale nature of the challenge is confirmed by Plaintiffs' pleading. Both APA counts involve claimed statutory violations, but neither bothers to mention a specific statute that forms the basis of the challenge. Rather, Plaintiffs vaguely allege at the highest level of generality that Defendants lack "statutory authority to require CFPB to cease work on activities it is

statutorily required to perform." Am. Compl. ¶ 92. But addressing that type of claim would require the Court to supervise all of the agency's activities and decide what is or is not statutorily required—an even more extreme kind of supervisory claim than what was at issue in *Lujan* itself. But as the Court explained in *SUWA*, the purpose of the APA's discrete agency action requirement is:

> to protect agencies from undue judicial interference with their lawful discretion, and to avoid judicial entanglement in abstract policy disagreements which courts lack both expertise and information to resolve. If courts were empowered to enter general orders compelling compliance with broad statutory mandates, they would necessarily be empowered, as well, to determine whether compliance was achieved—which would mean that it would ultimately become the task of the supervising court, rather than the agency, to work out compliance with the broad statutory mandate, injecting the judge into day-to-day agency management. . . . The prospect of pervasive oversight by federal courts over the manner and pace of agency compliance with such congressional directives is not contemplated by the APA.

542 U.S. at 66-67. With those principles in mind, the wholesale nature of Plaintiffs' challenge is also confirmed by the requested injunction, which is breathtaking in scope in that it would require:

- this Court's supervision over seemingly any claim that the CFPB has violated the Federal Records Act;
- this Court's supervision of whether any termination of any CFPB employee satisfied a "for cause" standard established by the injunction;
- precluding the agency from even considering a reduction-in-force;
- reinstatement of a class of employees whose employment agency leadership does not view as being in the government's interest;
- this Court's supervision over claims that CFPB financial management decisions are not satisfying "the ordinary operating obligations of the CFPB"—making this Court the day-to-day manager of CFPB financing (even though Congress vested the Director with that discretion, 12 U.S.C. § 5497(a));
- CFPB staff to carry out policies not required by statute and inconsistent with the policy positions of a democratically-elected administration;

- the Court to oversee whether any employees decided to take administrative leave this month and, if so, to ensure that their leave balance is restored;
- the CFPB to enter into contracts with vendors that agency leadership does not view as being in the government's interest;
- mechanizing this Court's supervision via reporting requirements.

[Proposed] Order, ECF No. 20-1. Plaintiffs may argue that this case is nothing like *Lujan v. Nat'l Wildlife Fed'n*. 497 U.S. at 891. If they do, they are correct in one respect: This case is many times more intrusive than anything at issue in *Lujan*.

Even more practically, a wholesale challenge like Plaintiffs' is impossible to litigate under the mechanics of judicial review that the APA contemplates. "[W]hen a party seeks review of agency action under the APA, the district judge sits as an appellate tribunal." *Am. Bioscience, Inc. v. Thompson*, 269 F.3d 1077, 1083 (D.C. Cir. 2001). Accordingly, "APA review typically takes place on the basis of a record compiled by the agency" consisting of the materials considered "in making the challenged decision." *Cousins v. Sec'y of the U.S. Dep't of Transp.*, 880 F.2d 603, 610 (1st Cir. 1989). Wholesale challenges to programmatic decision-making make it impossible for the agency to "compil[e] and organiz[e] the complete administrative record" for the agency action, *see Preserve Endangered Areas of Cobb's History, Inc. v. U.S. Army Corps of Eng'rs*, 87 F.3d 1242, 1246 n.2 (11th Cir. 1996), because there is no discrete agency action, as necessary for the parties to proceed to summary judgment. Nor is it possible for the Court to apply the applicable standard of review, *see* 5 U.S.C. § 706, to the agency action. Plaintiffs are unlikely to succeed on their APA claims because they are sweeping programmatic challenges unavailable under the APA.

Because the Amended Complaint raises a wholesale challenge, Plaintiffs are not likely to succeed on the merits in this case. But out of an abundance of caution, Defendants address Plaintiffs' "final agency action" argument. *See* PI Mot. at 26-27. "Final agency action" has two components. First, the action must "mark the 'consummation' of the agency's decisionmaking process[.]" *Bennett v. Spear*, 520 U.S. 154, 178 (1997) (citation omitted). It may not be a "preliminary, procedural, or intermediate agency action[.]" 5 U.S.C. § 704. Second, the action

must "be one by which 'rights or obligations have been determined,' or from which 'legal consequences will flow.'" *Bennett*, 520 U.S. at 178 (citation omitted). Confusingly, Plaintiffs' brief refers to two different purported actions when it attempts to show it is challenging "final agency action." First, it claims that a purported "decision to eliminate the CFPB" satisfies *Bennett* prong one. Then it claims that Vought's "stop-work" e-mail satisfies *Bennett* prong two. Because Plaintiffs have made no argument that any *single* agency action satisfies both *Bennett* prongs, they have forfeited any claim that they are challenging final agency action at the preliminary injunction stage.

In any event, Defendants have made no "decision to eliminate the CFPB[.]" PI Mot. at 26. Plaintiffs' *Bennett* prong one analysis essentially confirms the programmatic nature of their challenge by referring to five different alleged actions rather than analyzing how the abstract "decision to eliminate the CFPB" satisfies prong one. *Id*. Moreover, the APA does not permit review of an "abstract decision" like this one, even if it is circumscribed and discrete. *See Biden v. Texas*, 597 U.S. 785, 809 (2022). Rather, only "specific agency action, as defined in the APA" is subject to review. *Id*. Because Plaintiffs identify no nonabstract "agency action" to eliminate the agency, it cannot be subject to judicial review. *See EPA v. Brown*, 431 U.S. 99, 104 (1977) ("For [courts] to review [agency actions] not yet promulgated, the final form of which has only been hinted at, would be wholly novel."); *Appalachian Energy Grp. v. EPA*, 33 F.3d 319, 322 (4th Cir. 1994) (no final agency action where agency "has not taken any action at this point triggering [the court's] power to review its position").

Plaintiffs fare even worse with the Vought "stop work" e-mail in that it satisfies neither *Bennett* prong. First, the e-mail marks the initiation, not the consummation, of the agency's decision-making process. As described in more detail *infra* at 28-33, the Vought e-mail's directive to pause some agency activities reflects a decision by CFPB leadership that agency personnel should not advance the prior administration's policies until new leadership has an opportunity to reevaluate agency priorities. That decision is thus "preliminary" in nature and "not directly reviewable[.]" *See* 5 U.S.C. § 704. "It may be a step, which if erroneous will mature into a

prejudicial result[.]" *Chi. & S. Air Lines, Inc. v. Waterman S.S. Corp.*, 333 U.S. 103, 112 (1948). But that does not make the Vought e-mail itself the "consummation of the administrative process" reevaluating the agency's priorities. *Id*. at 113.

Nor does the Vought e-mail satisfy the second *Bennett* prong. Prong two's language includes terms of art reflecting "a 'pragmatic' inquiry that requires courts to examine the 'concrete consequences' of an agency action." *Racing Enthusiasts & Suppliers Coal. v. EPA*, 45 F.4th 353, 358 (D.C. Cir. 2022) (citation omitted). The court must consider the "concrete impact the [agency action] had on [the Plaintiffs]." *Indep. Equip. Dealers Ass'n v. EPA*, 372 F.3d 420, 427 (D.C. Cir. 2004); *see also FTC v. Standard Oil Co. of Cal.*, 449 U.S. 232, 239 (1980) (considering whether agency action had a "'direct and immediate . . . effect on the day-to-day business' of the complaining parties" (citation omitted)); *City of New York v. U.S. Dep't of Def.*, 913 F.3d 423, 431 (4th Cir. 2019) ("This limitation ensures that judicial review does not reach into the internal workings of the government, and is instead properly directed at the effect that agency conduct has on private parties"). And Plaintiffs here do not allege any concrete harm due to the Vought e-mail alone. The D.C. Circuit looks to, for example, whether a plaintiff faces any "risk of significant criminal and civil penalties" for failing to comply with a challenged agency action. *Cal. Cmtys. Against Toxics v. EPA*, 934 F.3d 627, 637 (D.C. Cir. 2019). The Vought e-mail results in nothing like that type of consequence for Plaintiffs.

Moreover, in making prong two determinations, courts consider pragmatic issues that would arise from considering the agency action to be reviewable. *Standard Oil*, 449 U.S. at 242-43 (considering that reviewing particular agency action would "interfere[] with the proper functioning of the agency" and turn "prosecutor into defendant before adjudication concludes"); *City of New York*, 913 F.3d at 432 (considering "incursion into internal agency management"). Interfering with the ability of new leadership—brought about after a national election by the people casting their votes—to briefly pause agency activities pending reconsideration of agency priorities is precisely the type of incursion into internal agency management that prong two precludes.

E. No Equitable Cause of Action is Available to Undermine the Strictures of the APA.

The fact that Plaintiffs do not invoke the APA to seek wholesale judicial supervision of the CFPB based on the "Separation of Powers" and Federal Vacancies Reform Act theories pleaded in Counts One and Two does not render their wholesale challenge any more permissible. Plaintiffs invoke an equitable cause of action to raise these claims. Am. Compl. ¶ 75-89. But the D.C. Circuit has explained that the Court's "equitable powers" are just as "limited" as they are under APA review "by the court's inability to order broad, programmatic reform[.]" *Cobell*, 455 F.3d at 307. Plaintiffs are thus unlikely to succeed on the merits of these claims for the same relief as well.

Plaintiffs lack an extraordinary equitable cause of action to address the claims pleaded in Counts One and Two because the APA provides an adequate alternative means of vindicating their purported rights via review of discrete final agency actions (if those actions take place). "In the context of agency action, parties occasionally invoke the principles of 'nonstatutory review.'" *Puerto Rico v. United States*, 490 F.3d 50, 59 (1st Cir. 2007). This review involves the residuum of power that remains with the district court to review agency action that is *ultra vires*, stemming from "courts' use of their equitable jurisdiction to enjoin illegal agency action." 33 Charles A. Wright & Arthur R. Miller, Fed. Prac. & Proc. Judicial Review § 8307 (2d ed. 2024 update). A court's power to enforce the Constitution in the absence of a statutory cause of action does not rest upon an implied right of action contained in the Constitution. *Armstrong v. Exceptional Child Ctr. Inc.*, 575 U.S. 320, 324-27 (2015). Rather, "[t]he ability to sue to enjoin unconstitutional actions by state and federal officers is the creation of courts of equity[.]" *Id*. at 327.

Given the equitable basis of a nonstatutory cause of action, Plaintiffs may not invoke it unless they satisfy "the traditional requirement for equitable relief that a plaintiff lack an adequate remedy at law." 33 Fed. Prac. & Proc. Judicial Review, *supra*, § 8307. *See Federal Express Corp. v. U.S. Dep't of Commerce*, 39 F.4th 756, 763 (D.C. Cir. 2022) (there must be "no alternative procedure for review" (quoting *Nyunt v. Chairman, Broad. Bd. of Governors*, 589 F.3d 445, 449 (D.C. Cir. 2009))). "Thus, if the APA or a special statutory review proceeding can provide adequate

relief, an equitable remedy via nonstatutory review ought not be available." 33 Fed. Prac. & Proc. Judicial Review, *supra*, § 8307; *see also Puerto Rico*, 490 F.3d at 59 ("[S]uch review may occur only if its absence would 'wholly deprive the party of a meaningful and adequate means of vindicating its . . . rights.'") (quoting *Bd. of Governors of Fed. Reserv. Sys. v. MCorp. Fin., Inc.*, 502 U.S. 32, 43 (1991)). In this way, "[t]he power of federal courts of equity to enjoin unlawful executive action is subject to . . . implied statutory limitations." *Armstrong*, 575 U.S. at 327.

Plaintiffs do "have a means of vindicating [their] rights without nonstatutory review: the APA" (or, as relevant, the special statutory review scheme under the FSL-MRS or the CSRA addressed *supra* at 11-14). *Puerto Rico*, 490 F.3d at 59-60. Within these judicial review frameworks, Plaintiffs may assert their Separation of Powers and Federal Vacancies Reform Act claims as part of this Court's review of a discrete final agency action. Indeed, the APA explicitly provides for judicial review of final agency action that is contrary to constitutional power or in excess of statutory limitations. 5 U.S.C. § 706(2)(B)-(C).

The APA's framers legislated against background principles from courts of equity and understood that, by creating an adequate statutory cause of action for judicial review, they were limiting the circumstances in which extraordinary equitable jurisdiction—available when there is no adequate alternative—could be invoked. To override that understanding and permit a plaintiff to bypass the APA's procedural requirements for judicial review would render those procedural limits surplusage. The APA's "consideration and hearing, especially of agency interests, was painstaking." *Wong Yang Sung v. McGrath*, 339 U.S. 33, 40 (1950). It "represents a long period of study and strife; it settles long-continued and hard-fought contentions, and enacts a formula upon which opposing social and political forces have come to rest[,]" and "contains many compromises[.]" *Id*. For example, those compromises require Plaintiffs to "direct [their] attack against some particular 'agency action' that causes [them] harm." *Lujan*, 497 U.S. at 891. "[T]he existence of the APA as a means for reviewing [Defendants'] actions at least implies that nonstatutory review is inappropriate." *Puerto Rico*, 490 F.3d at 60; *see also Coal. for Competitive Elec., Dynegy, Inc. v. Zibelman*, 272 F. Supp. 3d 554, 566 (S.D.N.Y. 2017) ("The limited private

right of action provided by [a statute] is by itself sufficient to establish that Congress intended to foreclose [an] equitable" cause of action).

Nor does the fact that Plaintiffs are seeking wholesale judicial supervision of Defendants' management of the CFPB, not judicial review of a discrete "agency action," *see supra* at 17-18, indicate that Plaintiffs have no adequate means of vindicating their claims under the APA. The case-by-case approach required by the APA "is the traditional, and remains the normal, mode of operation of the courts." *Lujan*, 497 U.S. at 894. Even if that approach is "frustrating" to Plaintiffs who seek "across-the-board" relief, *see id*., that does not make case-by-case APA review inadequate. *See Council of & for the Blind of Del. Cnty. Valley, Inc. v. Regan*, 709 F.2d 1521, 1532 (D.C. Cir. 1983) ("Even if we agreed that one nationwide suit would be *more effective* that several [discrete] suits, tha[t] does not mean that the remedy provided by Congress is *inadequate*"); *see also Women's Equity Action League v. Cavazos*, 906 F.2d 742, 752 (D.C. Cir. 1990) (holding that a "generalized action . . . against federal executive agencies lacks the requisite green light from the legislative branch" and that courts "may not on their own initiative create the claim for relief").

F. NTEU, CEA, and Pastor Steege's Interests Fall Outside the Zone of Interests of the CFPA.

Insofar as NTEU and CEA are seeking an order to enforce Defendants' statutory obligations to administer provisions of the CFPA, or contend that Defendants are acting arbitrarily or capriciously in administering provisions of the CFPA, their claims necessarily fail because their interests fall outside the zone of interests protected by the statute. The CFPA was enacted to protect consumers, not to protect the workers at the agency. 5 U.S.C. § 5511(a). It is well settled that agency workers lack zone of interest standing to challenge whether the agency is devoting sufficient resources to carrying out its statutory obligations. *See Air Courier Conf. of Am. v. Am. Postal Workers Union AFL-CIO*, 498 U.S. 517, 523-30 (1992); *Am. Fed. of Gov't Emps. TSA Local 1 v. Hawley*, 481 F. Supp. 2d 72, 93-95 (D.D.C. 2006).

Pastor Steege's interests also fall outside the zone of interests of the relevant provisions of the CFPA. Pastor Steege alleges that she is entitled to have her loans discharged under the Public

Service Loan Forgiveness (PSLF) Program and she had hoped that the CFPB Ombudsman's Office[6] would assist her. PI Mot. at 17. But the PSLF program "allows qualifying *federal student loans*," not private loans, "to be forgiven" in certain circumstances. CFPB, Student loan forgiveness, https://www.consumerfinance.gov/paying-for-college/student-loan-forgiveness/#public-service-loan-forgiveness-(pslf) (emphasis added); *see also* Fed. Student Aid, An Office of the U.S. Dep't of Educ.: Help, https://studentaid.gov/help-center/answers/article/are-private-education-loans-eligible-for-pslf (Question: "Are private education loans eligible for Public Service Loan Forgiveness (PSLF)?" Answer: "No. Private education loans aren't eligible for PSLF[.]"). Congress, however, explicitly limited the Ombudsman's role to assisting student loan "borrowers of *private education loans*," not federal loans. 12 U.S.C. § 5535(a) (emphasis added). Pastor Steege should contact the Department of Education, which administers the PSLF program, for assistance; not CFPB, which regulates private companies.

G. Plaintiffs' "Separation of Powers" Claim is Unlikely to Succeed.

Plaintiffs' constitutional separation of powers claim is barred at the outset because it is purely statutory. In Count One, Plaintiffs cite the Take Care Clause, alleging that Defendants have violated the separation of powers doctrine because they have "exceed[ed] executive authority [and] usurp[ed] legislative authority conferred upon Congress[.]" Am. Compl. ¶¶ 75-80. This "constitutional" claim is nothing more than Plaintiffs' statutory objections dressed up in constitutional garb. But Plaintiffs cannot turn what is otherwise an amorphous statutory claim into a constitutional issue merely by alleging that Defendants' failure to act within the confines of the CFPA encroaches on Congress's Article I powers or amounts to a violation of the President's constitutional responsibilities under Article II, Section 3. *See* PI Mot. at 22 (arguing that "defendants [*sic*] actions are directly contrary to those statutory commands"). As the Supreme Court explained in *Dalton v. Specter*, permitting a party to assert a separation-of-powers claim like

[6] Plaintiffs' brief refers generally to the "Ombudsman's office[.]" PI Mot. at 16. While the Student Loan Ombudsman position is currently vacant, consumers have other options to receive support from the CFPB, including utilizing the CFPB Consumer Complaint Cetner and/or the CFPB Ombudsman Office, which houses five employees. Martinez Decl. ¶ 21.

Plaintiffs' would "eviscerat[e]" the well-established "distinction between claims that an official exceeded his statutory authority, on the one hand, and claims that he acted in violation of the Constitution." 511 U.S. 462, 474 (1994). The Court in *Dalton* thus squarely rejected the proposition "that whenever the President acts in excess of his statutory authority, he also violates the constitutional separation-of-powers doctrine." *Id*. at 471. Plaintiffs therefore cannot prevail on the merits of Count I by alleging a constitutional violation.

At any rate, because the CFPA does not foreclose Defendants' decision-making, *infra* 28-30, Plaintiffs' separation of powers claim would lack merit even if properly pled. The Court should find Plaintiffs' claim unlikely to succeed on this ground alone. *See N.Y.C. Transit Auth. v. Beazer*, 440 U.S. 568, 582 (1979) ("Before deciding [a] constitutional question," a court must consider whether other "grounds might be dispositive."). Indeed, Plaintiffs' decision to invoke a non-statutory cause of action to raise this "ultra vires" claim, Am. Comp. ¶ 75, means they must meet a heightened standard "confined to 'extreme'" errors. *See Fed. Express Corp.*, 39 F.4th at 763-64. In this way, this claim, and the Federal Vacancies Reform Act claim pleaded in Count Two, are "Hail Mary pass[es]—and in court as in football, the attempt rarely succeeds." *Nyunt*, 589 F.3d at 449. In any event, the Supreme Court has long recognized that agencies can permissibly decide what enforcement and supervision actions to take, if any, consistent with the statutory duties imposed on the agency by Congress. *See Heckler v. Chaney*, 470 U.S. 821 (1985) (agency enforcement discretion generally not subject to judicial review). Judicial deference to Defendant's decision-making about the priorities of the CFPB is especially warranted here, as "the Executive Branch has exclusive authority and absolute discretion to decide whether to prosecute a case." *United States v. Nixon*, 418 U.S. 683, 693 (1974). *See also Heckler*, 470 U.S. at 832 ("[W]e recognize that an agency's refusal to institute proceedings shares to some extent the characteristics of the decision of a prosecutor in the Executive Branch not to indict—a decision which has long been regarded as the special province of the Executive Branch, inasmuch as it is the Executive who is charged by the Constitution to 'take Care that the Laws be faithfully executed.'" (quoting U.S. Const. art. II, § 3)).

As the Court explained in *Heckler*, agencies are "far better equipped" to evaluate "the many variables involved in the proper ordering of its priorities" than are the courts. 470 U.S. at 831-32. Plaintiffs' subjective views about how to best implement the CFPA and administer CFPB do not serve as a basis for the Court to reorder those priorities itself. The Government Accountability Office (GAO), itself an entity within the Legislative Branch, has similarly approved of agencies "taking the steps it reasonably believes are necessary to implement a program efficiently and equitably, even if the result is that funds temporarily go unobligated." *In re James R. Jones, House of Representatives*, B-203057 L/M, 1981 WL 23385 (Comp. Gen. Sept. 15, 1981). Defendants' decision-making fits comfortably within this Executive Branch practice of short-term pauses in order to determine how best to implement programs consistent with the President's policy objectives and underlying law, and therefore is not violative of separation of powers principles.

As Acting Director Vought stated in his letter to the Federal Reserve, "[t]he Bureau's new leadership will run a substantially more streamlined and efficient bureau . . . and do its part to reduce the federal deficit." Martinez Decl. Ex. G. The implementation of such policy priorities is plainly within the purview of Defendants, acting on behalf of the President. In cases where the President must "exercise . . . Executive discretion," the duty "imposed on the President is in no just sense ministerial. It is purely executive and political." *Mississippi v. Johnson*, 71 U.S. (4 Wall.) 475, 498–99 (1867). Thus, "[a]n attempt on the part of the judicial department of the government to enforce the performance of such duties by the President might be justly characterized . . . as 'an absurd and excessive extravagance.'" *Id*. (citation omitted); *see also Lujan v. Def. of Wildlife*, 504 U.S. 555, 577 (1992) (finding it improper for courts "to assume a position of authority over" the President's duty to "take Care that the Laws be faithfully executed" (citations omitted)). To hold otherwise would itself upset the separation of powers by allowing judicial superintendence over the exercise of Executive power that the Clause commits to the President alone. *See Dalton*, 511 U.S. at 474–75 (judicial review of discretionary Presidential decisions "is not available"); *Marbury v. Madison*, 5 U.S. (1 Cranch) 137, 170 (1803) ("The province of the court is, solely, to decide on the rights of individuals, not to enquire how the executive, or executive

officers, perform duties in which they have a discretion. Questions, in their nature political, or which are, by the constitution and laws, submitted to the executive, can never be made in this court."); *Chi. & S. Air Lines*, 333 U.S. at 114 (refusing to review President's decision that "embod[ied] Presidential discretion as to political matters beyond the competence of the courts to adjudicate"). While Defendants' policy priorities and enforcement decisions may differ from those preferred by Plaintiffs, Plaintiffs are unlikely to succeed in demonstrating that Defendants' decision-making amounts to a violation of the separation of powers.

H. Plaintiffs' Federal Vacancies Reform Act Claim is Unlikely to Succeed.

Plaintiffs' Federal Vacancies Reform Act ("FVRA") claim challenges an unextraordinary series of events: (1) a new President is elected; (2) the President removes an agency head; (3) and the President designates a temporary acting director to perform the duties of the office until a permanent replacement is nominated and confirmed by the Senate. Because that fact pattern—and the series of events challenged in this case—are authorized by the Constitution and the FVRA, Plaintiffs are unlikely to succeed on the merits of their claim.

The FVRA allows the President to temporarily fill a role for which Senate confirmation is required when the prior office holder "dies, resigns, or is otherwise unable to perform the functions and duties of the office." 5 U.S.C. § 3345(a). Here, the facts are not complicated: (1) President Trump was elected; (2) President Trump removed former Director Rohit Chopra from office; and (3) President Trump ultimately[7] designated Russell Vought as the Acting Director because former Director Chopra was "unable to perform the functions and duties of the office" after his removal. Plaintiffs do not challenge former Director Chopra's removal. *See generally Seila L. LLC v. CFPB*, 591 U.S. 197 (2020). Plaintiffs do not dispute Acting Director Vought's qualifications as a designee. He was confirmed by the Senate as the Director of the United States Office of Management and Budget ("OMB") on February 6, 2025, and appointed as Acting Director to the

[7] Again, Treasury Secretary Bessent briefly served as Acting Director. Martinez Decl. ¶ 2.

CFPB on February 7, 2025.[8] *See* 5 U.S.C. § 3345(a)(2) (permitting the President to direct another presidential appointee, who is already Senate confirmed, to perform the functions and duties of the vacant office). Plaintiffs contend only that the FVRA does not apply because former Director Chopra did not die, resign, or become "unable to perform the functions and duties of the office" by virtue of his removal. But Plaintiff's argument is difficult to square with the FVRA.

The Government's position is simple: Removal is an event that would render an officer "unable to perform the functions and duties of the office."[9] If an officer is no longer holding an office, then the officer is unable to perform the duties and functions of that office. The statute includes no causal conditions on this catchall provision. Inability to perform thus means inability to perform, whether because of sickness, some mental or physical infirmity, or removal. The statutory text is indifferent as to the reason why. Indeed, rather than raising a question of fact as to whether an officer is unable to perform the duties and functions of an office, removal may be the easiest case: the officer clearly cannot.

Far from an end run around the statute, as Plaintiffs contend, an interpretation to the contrary would have sweeping and adverse consequences. Accepting Plaintiffs' atextual interpretation would leave a troubling gap in the ability to name acting officers. *Designating an Acting Att'y Gen.*, 42 Op. O.L.C. 182, 185 n.1 (2018). For most Senate-confirmed offices, the FVRA is "the exclusive means" for naming an acting officer. 5 U.S.C. § 3347(a). If the FVRA

[8] Homeland Security & Governmental Affairs, Media/Majority News (Thursday, Feb. 6, 2025), https://www.hsgac.senate.gov/media/reps/dr-paul-releases-statement-on-senate-confirmation-of-russell-vought-to-be-director-of-the-office-of-management-and-budget/ https://www.hsgac.senate.gov/media/reps/dr-paul-releases-statement-on-senate-confirmation-of-russell-vought-to-be-director-of-the-office-of-management-and-budget/

[9]The Government's position precedes this litigation. *See Designating an Acting Director of the Bureau of Consumer Financial Protection*, 41 Op. O.L.C. 99, 102 (2017) (explaining that "an officer is 'unable to perform the functions and duties of the office' during both short periods of unavailability, such as a period of sickness, and potentially longer ones, such as one resulting from the officer's removal"); *Guidance on Application of Federal Vacancies Reform Act of 1998*, 23 Op. O.L.C. 60, 61 (1999) ("In floor debate, Senators said, by way of example, that an officer would be 'otherwise unable to perform the functions and duties of the office' if he or she were fired, imprisoned, or sick.").

did not apply in cases of removal, then it could mean that no acting officer could take the place of a removed officer, even where the President had been urgently required to remove the officer, for instance, by concerns over national security, corruption, or other workplace misconduct. *Designating an Acting Att'y Gen.*, 42 Op. O.L.C. at 185 n.1. Plaintiffs are essentially asking this Court to require the FVRA to specify "removal" as a separate basis for designating a temporary officer and to somehow read the catchall provision as specifically not covering removal. Because removal falls into one of the bases already provided for under the FVRA, the Court should reject Plaintiffs' atextual request.

I. The CFPA Does Not Foreclose the Vought E-Mail Given That It Directs Staff to Continue All Actions Required by All Law, Including the CFPA.

Even if Plaintiffs could overcome the threshold defects of their claims, they are unlikely to succeed on the merits of their claim that the CFPA foreclosed the Vought e-mail. *See* PI Mot. at 28-29. Insofar as they are challenging the Vought e-mail, *see* Martinez Decl. Ex. D, their claims fail because they rely on characterizations of that e-mail that are inconsistent with its terms. The Vought e-mail does not "require CFPB to cease the activities that Congress mandated it to perform." PI Mot. at 28. *See also id*. at 29 (arguing that Defendants' actions "are contrary to the CFPB's specific statutory mandates"). Rather, the Vought e-mail instructs CFPB staff to pause policy-related decision-making to the extent permitted by applicable law. Specifically, the Vought e-mail provides that employees, contractors, and other personnel of the Bureau temporarily pause certain activities "unless expressly approved by the Acting Director *or required by law*." Martinez Decl. Ex. D (emphasis added).

Definitionally, directing staff to pause actions *unless required by law* cannot be interpreted to violate the law. It is plainly lawful for the Acting Director to instruct staff to act within the agency's discretion to pause policy-related decision-making consistent with applicable law, including the CFPA. *See, e.g.*, *Sherley v. Sebelius*, 689 F.3d 776, 784 (D.C. Cir. 2012) ("[A]s an agency under the direction of the executive branch, it must implement the President's policy directives to the extent permitted by law."); *Sierra Club v. Costle*, 657 F.2d 298, 406 (D.C. Cir.

1981). Plaintiffs argue that "[n]o statute or delegation of authority purports to give the Acting Director or CFPB the power to dissolve CFPB." PI Mot. at 28. But that argument attacks a straw man, since there is no challenged agency action to do any such thing. Again, the notion that the agency is being dissolved is wholly inconsistent with Acting Director Vought's statement that the "Bureau's new leadership will run a substantially more streamlined and efficient bureau[.]" *See* Martinez Decl. Ex. G.

The initial Vought E-mail dated February 8, 2025, had paused certain activities "unless expressly approved by the Acting Director or required by law[.]" *Id*. Ex. D. After extraordinary events, *id.* ¶¶ 7-14**,** on February 10, 2025, Acting Director Vought sent an additional e-mail to CFPB staff, *id*. Ex. F. That e-mail clarified that all work tasks should be cleared by the agency's Chief Legal Officer to ensure that those tasks are, in fact, urgently required by law. *See id*. But that administrative decision in no way reflects a determination that the agency should not perform or is not performing activities that a statute or other law requires it take now. *See id*. Indeed, the agency is committed to performing its statutory obligations. *Id*. ¶¶ 19-23.

Plaintiffs also raise APA claims that Defendants have acted contrary to regulations in taking certain employment actions. PI Mot. at 29. Again, these claims face fatal threshold flaws. *Supra* at 7-14. But they also fail on their terms. Plaintiffs first claim that Defendants have violated a rule requiring "60-days notice before . . . a reduction in force." PI Mot. at 29. But they are not petitioning for judicial review of any agency action making a reduction in force. *See Brown*, 431 U.S. at 104 ("For [the Court] to review [agency action] not yet promulgated, the final form of which has only been hinted at, would be wholly novel"). They also claim that the Vought e-mail does not "permit[] putting the entire Bureau on administrative leave[.]" PI Mot. at 29. But they suggest elsewhere that the Vought e-mail did not instruct employees to take any administrative leave within the meaning of the cited regulations. *Id*. at 27. And insofar as Plaintiffs are complaining about a cap on administrative leave referenced in Title 5 of the Code of Federal Regulations, *see id*. at 27-28, Plaintiffs fail to grapple with the CFPB Director's statutory authority, independent of Office of Personnel Management policy and regulations, to provide CFPB

employees administrative leave derived from its compensation authority, *see* 12 U.S.C. 5493(a)(2). In any event, the Vought e-mails dated both February 8, 2025, and February 10, 2025, contemplate that agency staff will continue to perform work tasks as "expressly approved by the Acting Director or required by law[.]" Martinez Decl. Ex. D. *See id*. ¶¶ 19-23.

J. As Part of Defendants' Ongoing Decision-Making, Defendants Have Made and Are Making Reasonable Judgments that are, In Any Event, Committed to Agency Discretion by Law.

Plaintiffs are likewise unlikely to succeed on the merits of their arbitrary and capricious claim, which, as briefed, involves actions committed to agency discretion by law. "Judicial review under [the arbitrary and capricious] standard is deferential, and a court may not substitute its own policy judgment for that of the agency." *FCC v. Prometheus Radio Project*, 592 U.S. 414, 423 (2021). Rather, the Court must ensure "that the agency has acted within a zone of reasonableness[.]" *Id*. "[R]eview under the 'arbitrary and capricious' tag line . . . encompasses a range of levels of deference to the agency," *Am. Horse Prot. Ass'n v. Lyng*, 812 F.2d 1, 4-5 (D.C. Cir. 1987), and agency action regarding reallocation of resources and reorganizing of enforcement priorities after a change in presidential administrations, if reviewable at all, must be afforded highly deferential rational basis review, *cf. Lincoln v. Vigil*, 508 U.S. 191, 193 (1993) (noting that, absent a statutory directive to the contrary, an agency has unreviewable "capacity to adapt to changing circumstances and meet its statutory responsibilities in what it sees as the most effective or desirable way.").

Again, incoming Presidents of both parties have routinely issued directives that pause policy-related decision-making, to allow the reevaluation of those policies that were under consideration or under development but not finalized by the prior administration. *E.g.*, 86 Fed. Reg. 7424 (Jan. 28, 2021) (memorandum by President Biden's Chief of Staff); 82 Fed. Reg. 8346 (Jan. 24, 2017) (memorandum from President Trump's Chief of Staff); 74 Fed. Reg. 4435 (Jan. 26, 2009); 66 Fed. Reg. 7702 (Jan. 24, 2001); 58 Fed. Reg. 6074 (Jan. 25, 1993). Consistent with this practice, President Trump issued an Executive Order on January 20, 2025, freezing regulatory

actions so that new agency leadership may reevaluate the agency's policies. 90 Fed. Reg. 8249 (Jan. 20, 2025).

In line with these principles, on February 8, 2025, Acting Director Vought messaged all CFPB staff, directing that, "unless required by law," CFPB personnel were not to take regulatory actions, open new instigations into regulatory entities, enter into settlements, or take other actions that could represent policy decisions inconsistent with new leadership's views on the most desirable way for CFPB to meet its statutory responsibilities. Martinez Decl. Ex. D. As Acting Director Vought explained, he was "committed to implementing the President's policies, consistent with the law, and acting as a faithful steward of the Bureau's resources." *Id*. The directed pause permits new leadership to "evaluate priorities in light of the philosophy of the administration[.]" *Nat'l Ass'n of Home Builders v. EPA*, 682 F.3d 1032, 1043 (D.C. Cir. 2012) (citation omitted). The pause in no way authorized CFPB personnel to abandon the agency's statutory obligations. *See* Martinez Decl. Ex. D ("unless expressly approved by the Acting Director or required by law").

Plaintiffs bear the burden of showing that the Vought e-mail is arbitrary and capricious. *City of Olmsted Falls v. FAA*, 292 F.3d 261, 271 (D.C. Cir. 2002). But they come nowhere close to meeting that burden. Their argument that "the CFPB has provided no reasoned explanation . . . . for its decision to stop all work and deprive the public of the services that Congress mandated," PI Mot. at 30, reflects a fundamental "lack of understanding" of "the nature" of the Vought e-mail, *Vt. Yankee Nuclear Power Corp. v. Nat. Res. Def. Council, Inc.*, 435 U.S. 519, 553 (1978). Again, the Vought e-mail does not direct the stoppage of all work. Rather, it temporarily pauses only decision-making that is not "approved by the Acting Director or required by law." Martinez Decl. Ex. D. A separate e-mail issued on February 10, 2025—after the events described in the Martinez Declaration—clarified that all work tasks should be cleared by the agency's Chief Legal Officer to ensure that those tasks are, in fact, urgently required by law. *See Id*. Ex. F. But this internal oversight check in no way "deprive[s] the public of the services that Congress mandated." *See* PI Mot. at 30. Rather, it merely requires staff to clear their work with the Chief Legal Officer to make sure that it is, in fact, work that Congress mandated continue to occur now. Martinez Decl. Ex. F.

Indeed, the CFPB is committed to performing its statutory obligations and work requests have been approved to allow the CFPB to maintain its operations required by statute. *Id*. ¶ 21. This type of internal check on agency staff is traditionally left to an agency's unreviewable discretion. *See Vt. Yankee*, 435 U.S. at 524 (explaining that the Supreme "Court has for more than four decades emphasized that" even outward facing "procedures [are] basically to be left within the discretion of the agencies to which Congress had confided the responsibility for substantive judgments"). Courts lack the power to "dictat[e] to the agency the methods [and] procedures" the agency must use to complete its statutory obligations. *Id*. (quoting *SEC v. Chenery Corp.*, 332 U.S. 194, 196 (1947)). To override these principles and enjoin agency leadership from exercising procedural control over its own staff to ensure that staff is carrying out statutory obligations or otherwise exercising agency leadership's policies would be an extraordinary violation of the separation of powers.

At bottom, the e-mails from February 8, 2025, and from February 10, 2025, incorporate the type of actions that are "committed to agency discretion by law." 5 U.S.C. § 701(a)(2). "In determining whether a matter has been committed solely to agency discretion, [courts] consider both the nature of the administration action at issue and the language and the structure of the statute that supplies the applicable legal standards for reviewing that action." *Drake v. FAA*, 291 F.3d 59, 70 (D.C. Cir. 2002). Here, each factor shows that Defendants' managerial decisions reflected in the aforementioned e-mails are committed to agency discretion.

First, these decisions fit neatly among those "categories of administrative decisions that courts traditionally have regarded as 'committed to agency discretion.'" *Lincoln*, 508 U.S. at 191-92 (quoting 5 U.S.C. § 701). A temporary pause on policy-related decision-making to permit new agency leadership an opportunity to evaluate agency priorities in light of the philosophy of the new administration is in the nature of other actions that courts have traditionally found committed to agency discretion by law. After all, the very point of the pause is to give new agency leadership an opportunity to reorient any ongoing agency decision-making so that the CFPB "meet[s] its statutory responsibilities in what [the new administration] sees as the most effective or desirable

way." *Id.* at 192. "[A]n agency's decision not to prosecute or enforce, whether through civil or criminal process, is a decision generally committed to an agency's absolute discretion." *Heckler*, 470 U.S. at 831. The Vought e-mail reflects new agency leadership's effort to determine whether ongoing agency actions "best first the agency's overall policies" under new leadership and "whether agency resources are best spent on" current projects or whether they would be better spent differently. *Id*. at 831. "The agency is far better equipped than the courts to deal with the many variables involved in the proper ordering of its priorities." *Id*. at 831-32.

Second, Plaintiffs can point to no particular statute limiting the agency's inherent discretion to pause policy-related decision-making while the agency reorients its priorities or precluding the agency from requiring projects to be cleared by the Chief Legal Officer. Again, agencies generally have broad discretion to fashion internal procedures for formulating policies and implementing a statute. *See Vt. Yankee*, 435 U.S. at 543.

The aforementioned e-mails include only a cursory explanation—unsurprising given the traditionally unreviewable nature of the decisions they reflect. But even if this Court were to conclude that the explanation provided is insufficient for judicial review, that would in no way justify a preliminary injunction precluding new agency leadership from continuing the brief pause and instead authorizing CFPB staff to expend agency resources pursuing violations that may not "fit[] the agency's overall policies[.]" *Heckler*, 470 U.S. at 831. Rather, "the proper course" would be "to remand to the agency for additional . . . explanation," not any type of injunction. *Fla. Power & Light Co. v. Lorion*, 470 U.S. 729, 744 (1985).

II. Plaintiffs Do Not Face Irreparable Harm Justifying Extraordinary Relief.

The D.C. Circuit "has set a high standard for irreparable injury." *Chaplaincy of Full Gospel Churches v. England*, 454 F.3d 290, 297 (D.C. Cir. 2006). The moving party must demonstrate an injury "both certain and great" and "of such *imminence* that there is a 'clear and present' need for equitable relief in order to prevent irreparable harm." *Id.* (quoting *Wis. Gas Co. v. Fed. Regul. Comm'n*, 758 F.2d 669, 674 (D.C. Cir. 1985). The injury must also "be beyond remediation," meaning that the possibility of corrective relief "at a later date . . . weighs heavily against a claim

of irreparable harm." *Id.* at 297–98. The mere fact that a complaint alleges a violation of a constitutional right does not automatically demonstrate an irreparable injury. *Ayele v. Dist. of Columbia*, 704 F. Supp. 3d 231, 239 (D.D.C. 2023) ("[T]here is no per se rule that the violation of any constitutional right is inherently irreparable.").

Plaintiffs' alleged harm does not satisfy the D.C. Circuit's requirement that the harm be both certain and great, as well as beyond remediation. *Chaplaincy*, 454 F.3d at 297. Plaintiffs first claim that the stop work directive and dismissal of some CFPB employees constitutes an irreparable injury "to employees and the organizations that represent them." PI Mot. at 32. But typically, employment decisions, even up to a loss of employment, are only irreparable in "genuinely extraordinary situation[s]." *Sampson v. Murray*, 415 U.S. 61, 92 & n.68 (1974). Loss of income or reputation are not such extraordinary situations. *See id.* at 89–92; *see also id.* at 92 n.68 (declining "to define in advance of their occurrence" what might constitute extraordinary circumstances, but ruling out "insufficiency of savings or difficulties in immediately obtaining other employment . . . however severely they may affect a particular individual"). And this case does not present such a situation; the employees at issue here have merely been told to stop work on their current assignments, or in some cases dismissed from their roles. *See, e.g.*, *Farris v. Rice*, 453 F. Supp. 2d 76, 79–80 (D.D.C. 2006) ("[C]ases are legion holding that loss of employment does not constitute irreparable injury"). Their "fear" that they may be dismissed at some point in the future or that their personal information will be leaked to the public, PI Mot. at 33, falls short of alleging a fairly traceable concrete and particularized injury for purposes of Article III standing, let alone an imminent irreparable harm that is both "certain and great," as required to meet the "high standard for irreparable injury." *Chaplaincy of Full Gospel Churches*, 454 F.3d at 297 (quoting *Wis. Gas Co.* 758 F.2d at 674). *See Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 416 (2013) (plaintiffs "cannot manufacture standing merely by inflicting harm on themselves based on their fears of hypothetical future harm that is not certainly impending"). And a stop work directive itself cannot present irreparable injury, especially where any incidental harms employees and their unions face from this action can be redressed through the CSRA. *See Sampson*, 415 U.S. at 92 &

n.68; *supra* 11-14.

The consumer-orientated Plaintiffs' allegations of irreparable harm, based on the alleged "halt to the Bureau's performance of its statutory functions," fare no better. PI Mot. at 32. First, and again, there mere fact that agency leadership must review and approve work to make sure that it is consistent with the agency's statutory obligations does not mean that CFPB is not performing statutory functions. The Bureau is committed to performing its statutory obligations. Martinez Decl. ¶¶ 19-23. "[E]xpenditure[s] based on a nonparanoid fear" to the contrary are insufficient. *Clapper*, 568 U.S. at 416.

In any event, consistent with the "characterization of injunctive relief as an extraordinary remedy," *Winter*, 555 U.S. at 22, "[a] prospective injury that is sufficient to establish standing . . . does not necessarily satisfy the more demanding burden of demonstrating irreparable injury." *Cal. Ass'n of Priv. Postsecondary Schs. v. Devos*, 344 F. Supp. 3d 158, 170 (D.D.C. 2018). Rather, the injury must be "great" in magnitude. *Wis. Gas Co. v. Fed. Energy Regul. Comm'n*, 758 F.2d 669, 674 (D.C. Cir. 1985). *See, e.g., Standard Oil*, 449 U.S. at 244.[10]

The consumer-orientated Plaintiffs' declarations are insufficient to show that, while this litigation is pending, they will experience the type of great injury necessary to justify extraordinary relief. For example, James Speer attests that if the CFPB complaint system and hotline were unavailable, that would make fulfilling the Virginia Poverty Law Center (VPLC)'s mission "much harder" and would "strain [its] already limited resources." Decl. of James Speer, ECF No. 14-5, ¶¶ 15-16 ("Speer Decl."). In particular, Speer speculates that VPLC might "hire additional staff" or "divert another staff member's time." *Id*. ¶ 24. The CFPB complaint system and hotline are available. Martinez Decl. ¶¶ 20-22. But in any event, VPLC fails to provide any evidence placing those diverted resources "in the context of [its] overall finances." *Nat'l Council of Agric. Emps. v. U.S. Dep't of Lab.*, Civ. Action No. 22-2569, 2023 WL 2043149, at *7 (D.D.C. Feb. 16, 2023). And in the absence of evidence showing that the "expense is disproportionate" to those finances,

[10] For this reason, *League of Women Voters of the United States v. Newby*, 838 F.3d 1 (D.C. Cir. 2016), cannot be understood to equate the standard for irreparable harm and the standard for organizational standing derived from *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 379 (1982).

more resource-intensive activities would "not justify [an] injunction[.]" *Petroleum Expl. v. Pub. Serv. Comm'n of Ky.*, 304 U.S. 209, 220-21 (1938).

What is more, the Supreme Court has held that expenses associated with addressing a dispute are precisely the type of costs that do not qualify as irreparable harm. *See, e.g., Standard Oil*, 449 U.S. at 244 ("Mere litigation expense, even substantial and unrecoupable cost, does not constitute irreparable injury" (citation omitted)); *see also I.A.M. Nat'l Pension Fund Benefit Plan A v. Cooper Indus., Inc.*, 789 F.2d 21, 25 (D.C. Cir. 1986) ("Formidable as it is, the cost and delay associated with modern-day litigation simply does not establish irreparable harm."). And Plaintiffs' characterizations aside, VPLC complains of increased expenses associated with addressing consumers' disputes with financial companies—not meaningfully different from litigation expenses insufficient to show irreparable injury. *See id.*; *see also Petroleum Expl.*, 304 U.S. at 220 (considering "expense in preparing for and carrying out an investigation"). Indeed, Speer concedes that "going to litigation" is one of several "other options"—adequate alternative remedies at law other than utilizing CFPB resources—that exist for addressing disputes between VPLC clients and financial services companies. ECF No. 14-5, Speer Decl. ¶ 11. Given those options, it is far from clear that any harms here are truly beyond remediation, let alone great in magnitude. *See id*. Indeed, Plaintiffs provide evidence that any harm will be addressed via adequate remedies at law assisted by "the private bar and legal services community." Decl. of Richard Dubois ¶ 15, ECF No. 14-6 ("Dubois Decl.").

NAACP, for its part, does not provide evidence to demonstrate standing, let alone irreparable harm. It alleges that it is proceeding in this action on behalf of its members. Am. Compl. ¶¶ 15, 68. Membership organizations may assert standing on behalf of its members, but in order to do so they must show that at least one member "would otherwise have standing to sue in [its] own right." *Hunt v. Wash. State Apple Advert. Comm'n*, 432 U.S. 333, 343–44 (1977); *see Summers v. Earth Island Inst.*, 555 U.S. 488, 494–96 (2009). Associational standing doctrine thus requires that NAACP "*identify* members who have suffered the requisite harm." *Summers*, 555 U.S. at 499 (emphasis added); *see Am. Chemistry Council v. Dep't of Transp.*, 468 F.3d 810, 815,

820 (D.C. Cir. 2006) (holding that "an organization bringing a claim based on associational standing must show that at least one specifically-identified member has suffered an injury-in-fact"). NAACP fails to do so here.[11] And insofar as it is alleging organizational standing, it fails to provide even conclusory evidence (which itself would be insufficient evidence at this stage) of any drained resources at all. *See Havens Realty Corp.*, 455 U.S. at 379; *Equal Rights Ctr. v. Post Properties, Inc.*, 633 F.3d 1136, 1141 (D.C. Cir. 2011). In any event NAACP certainly has not shown the type of disproportionate and great injury necessary for extraordinary emergency relief overseeing a federal agency.

The same is true for the National Consumer Law Center ("NCLC"). That organization has been serving American consumers since 1969, more than forty years before the CFPB was created. Dubois Decl. ¶ 3. The notion that Acting Director Vought's directive to CFPB staff pausing policy-related decision-making to the extent permitted by applicable law will cause NCLC harm that is beyond remediation finds no support in the Dubois Declaration, which is focused on equating that action with "permanently shutter[ing]" CFPB. *Id.* ¶ 14. And NCLC's claim to great harm sufficient in magnitude to justify an injunction faces similar flaws to that of VPLC. NCLC fails to place any purported "detrimental[] impact[]" on its ability to educate the public, *id.* ¶ 14, "in the context of [its] overall finances." *Nat'l Council of Agric. Emps.*, 2023 WL 2043149, at *7. And insofar as NCLC is complaining about CFPB's cancellation of its subscription to NCLC's publications, Dubois Decl. ¶ 7, those type of disputes are handled by the Court of Federal Claims; that forum certainly provides an adequate legal remedy, foreclosing a finding of irreparable harm.

Moreover, NCLC's interests in this case are insufficient for Article III standing, let alone irreparable harm. Again, based on a case that the Supreme "Court has been careful not to extend

[11] While courts in this district "disagree about whether a plaintiff-association is required to name a specific member at the pleading stage," *Ranchers-Cattlemen Action Legal Fund, United Stockgrowers of Am. v. USDA*, 573 F. Supp. 3d 324, 334 (D.D.C. 2021),"[i]n the context of a preliminary injunction motion," a plaintiff must "'show a substantial likelihood of standing' 'under the heightened standard for evaluating a motion for summary judgment,'" *Elec. Priv. Info. Ctr.*, 878 F.3d at 377 (citation omitted), and, at that stage, courts agree that a plaintiff-association must demonstrate that a specific member has standing, *see Ranchers-Cattlemen Action Legal Fund*, 573 F. Supp. 3d at 335.

. . . beyond its context," *FDA v. All. for Hippocratic Medicine*, 602 U.S. 367, 396 (2024), an organization may sometimes establish standing by demonstrating that a defendant's challenged conduct has "perceptibly impaired" its efforts to provide services and it is experiencing a "consequent drain on [its] resources." *Havens Realty Corp.*, 455 U.S. at 378–79. But on the other hand, "a mere 'interest in a problem,'" is insufficient. *Sierra Club v. Morton*, 405 U.S. 727, 739 (1972). This vital difference—between an obstacle to the provision of services to individuals and an interest in an issue—is why courts have been resistant to the notion that advocacy organizations suffer an injury when they allege only that their advocacy has been curtailed by government action. *See Equal Means Equal v. Ferriero*, 3 F.4th 24, 30 (1st Cir. 2021); *Keep Chi. Livable v. City of Chi.*, 913 F.3d 618, 625 (7th Cir. 2019); *Food & Water Watch, Inc. v. Vilsack*, 808 F.3d 905, 919 (D.C. Cir. 2015); *Ctr. for Law and Educ. v. Dep't of Educ.*, 396 F.3d 1152, 1161 (D.C. Cir. 2005). Based on the totality of its evidence, NCLC's activities fall on the *Sierra Club* side on the divide. *See, e.g.* Dubois Decl. ¶ 15 ("NCLC will have to engage in dramatically increased advocacy in the states to fill the gaps left . . .").

Pastor Steege faces no harm, let alone irreparable harm, from allegedly not being able to immediately meet with CFPB staff to address her application for the PSLF program. Again, the PSLF program is administered by the Department of Education, not the CFPB. *Supra* at 22-23. Paster Steege provides no evidence that the Department of Education will not assist her with a PSLF application. And even if she did, that grievance would be between Pastor Steege and the Department of Education, not CFPB, which has no statutory role to play administering or assisting consumers with public loans. *See id*. Indeed, the Department of Education has its own statutory student loan ombudsman. 20 U.S.C. § 1018(f).

III. The Equities and the Public Interest Weigh Against a Preliminary Injunction.

The third and fourth requirements for issuance of a preliminary injunction—the balance of harms and whether the requested injunction will disserve the public interest—"merge when the Government is the opposing party." *Nken v. Holder*, 556 U.S. 418, 435 (2009). These factors tilt decisively against granting a preliminary injunction here. *See Kim v. FINRA*, 698 F. Supp. 3d 147,

172 (D.D.C. 2023) ("[A] court can deny preliminary injunctive relief solely on the balance of equities and public interest factors even in cases, like this, involving constitutional claims."), *appeal dismissed by* No 23-7136, 2025 WL 313965 (D.C. Cir. Jan. 27, 2025).

The public has an interest in permitting the President to take decisive action when it comes to setting his policy priorities for the CFPB. A preliminary injunction would displace and frustrate the President's decision about how to best address those issues. *Heckler*, 470 U.S. at 831-32.

Moreover, an injunction restricting the Acting Director of CFPB from exercising his statutorily-authorized discretion to determine the amount "reasonably necessary to carry out the authorities of the Bureau" for purposes of his funding request to the Federal Reserve, 12 U.S.C. § 5497(a)(1), would frustrate Congress's objectives by preventing him from "effectuating statutes enacted by representatives of [the] people," and causing the United States to "suffer[] a form of irreparable injury" as a result. *Maryland v. King*, 567 U.S. 1301, 1303 (2012) (Roberts, C.J., in chambers) (citation omitted). Because the public has an interest in the executive branch effectuating its policies, this final factor tips in favor of Defendant. The Court should deny Plaintiff's requested preliminary injunctive relief. *See Kim*, 698 F. Supp. 3d at 172.

IV. Any Injunction Should Be Narrowly Tailored and Stayed.

For all the foregoing reasons, it would be inappropriate for the Court to issue relief in any form. However, should the Court choose to do so, "an injunction must be narrowly tailored to remedy the harm shown." *Gulf Oil Corp. v. Brock*, 778 F.2d 834, 842 (D.C. Cir. 1985). Here, Plaintiff's requested order goes far beyond that principle. Not only does such a request fail to "describe in reasonable detail . . . the act or acts restrained or required," Fed. R. Civ. P. 65(d)(1)(C), *see* Proposed Order at 2, ECF No. 20-1, it also is not tailored to remedying the particular harms shown. And several components of the requested injunction bear no relationship to any of the arguments in Plaintiffs' briefing. For example, Plaintiffs request relief requiring this Court's supervision of Federal Records Act violations. *Id*. But there is no Federal Records Act claim argued in Plaintiffs' briefing or pleaded in the Amended Complaint. *See generally* PI Mot.; Am. Compl.

At most, Plaintiffs have attempted to show that they would be injured by the dismissal of virtually all CFPB employees *en masse*, and by the termination of CFPB's complaint collection systems. As such, any relief should apply no more broadly than a prohibition on the termination of virtually the entire CFPB workforce and complaint collection systems at once. An injunction that reaches more broadly would be overbroad if applied for any duration, as such an order would interfere with the day-to-day operations of an executive branch agency were it to prevent CFPB from assigning or un-assigning work to an employee for any reason whatsoever. It is a bedrock principle of equity that "injunctive relief should be no more burdensome to the defendant than necessary to provide complete relief to the plaintiffs." *Califano v. Yamasaki*, 442 U.S. 682, 702 (1979). Thus, the Court should limit any relief to a prohibition on the termination of virtually the entire CFPB workforce and complaint collection systems at once.

Particularly in light of the extraordinary breadth of Plaintiff's motion, to the extent the Court issues injunctive relief, the United States also respectfully requests that such relief be stayed pending the disposition of any appeal that is authorized, or at a minimum that such relief be administratively stayed for a period of seven days to allow the United States to seek an emergency, expedited stay from the Court of Appeals if an appeal is authorized.

CONCLUSION

For the foregoing reasons, the Court should deny Plaintiffs' motion for a preliminary injunction.

DATED: February 24, 2025

Respectfully submitted,

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Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NATIONAL TREASURY EMPLOYEES UNION, *et al.,*

Plaintiffs,

v.

RUSSELL VOUGHT, in his official capacity as Acting Director of the Consumer Financial Protection Bureau, *et al.*,

Defendants.

No. 1:25-cv-00381-ABJ

DECLARATION OF ADAM MARTINEZ

1. My name is Adam Martinez. I am currently employed at the Consumer Financial Protection Bureau ("CFPB" or "the Bureau") serving as the Chief Operating Officer ("COO") and Acting Chief Human Capital Officer. As the COO, I am responsible for leading the Operations Division in executing all operational functions including finance, procurement, human resources, information technology and development, facilities, security, records management, Freedom of Information Act ("FOIA"), and data governance. I started serving as the COO on February 20, 2023, and have been with the federal government for 25 years. The following is based on my personal knowledge or information provided to me in the course of performing my duties.

Events Occurring After Changes in Bureau Leadership and Events Related to the CFPB Building Closure

2. On February 3, 2025, CFPB employees and contractors were notified by email that the Secretary of the Treasury had been named Acting Director of the CFPB, effective January 31, 2025. The email also identified six areas where, "unless expressly approved by the Acting Director or required by law," Bureau employees were to refrain from taking further action "[i]n order to promote consistency with the goals of the Administration." This email was sent in order to allow the new, incoming political leadership to assess the CFPB's current operations and evaluate CFPB's priorities in light of the new Administration. A copy of that email is attached hereto as Exhibit A.

3. Based on my 25 years of government experience, this is a common practice at the beginning of a new administration and/or during the transition of a new head of agency. As it relates to operations, during these transitions I immediately prepare and expect for a freeze on

travel, speaking engagements, conference attendance, hiring/recruitment, human resource processing, contracts, and certain mission actions.

4. While the Secretary of the Treasury was the Acting Director, his team engaged in the evaluation of CFPB's current D.C. Headquarters. On February 4, 2025, Treasury's Deputy Assistant Secretary ("DAS") for Operations contacted CFPB's Chief Administrative Officer ("CAO") to coordinate a tour of the building that same evening for personnel of the General Services Administration ("GSA") and the Office of Personnel Management ("OPM"). In addition, on the same day the DAS requested the Office of the Comptroller of the Currency ("OCC") to provide him with a copy of the CFPB lease and occupancy agreement.

5. The CFPB Headquarters Building has provided the potential for greater efficiency and cost savings over the past couple of years. For example, in 2023 and 2024, the former CFPB Director under the last Administration instructed the Operations Division to explore options to sublease office space and parking to other financial regulators and/or federal agencies. Since the pandemic, the building has largely remained unoccupied, so this would have provided an opportunity to share costs with other partners. The CAO coordinated with the OCC to determine the process to sublease if the CFPB found an interested party. Interest was identified from at least a half dozen agencies.

6. Officials representing the Department of the Treasury notified CFPB officials on the evening of February 6, 2025, that two United States DOGE Service ("USDS") officials would need access to CFPB Headquarters located at 1700 G St. NW.

7. A follow-up meeting was held at CFPB Headquarters on the morning of February 7, 2025, between CFPB Management and USDS Personnel. During the meeting, a CFPB employee who was not an attendee at the meeting began taking pictures of attendees through a conference room window. The attendees moved to an adjacent conference room with a covered window due to privacy and safety concerns, but the same employee entered that conference room and began to disrupt the meeting. The employee questioned the personnel in the conference room, demanded to know who they were, began to take pictures and video of open laptops and attendees' faces around the conference table, and demanded that the attendees show her their identification cards. A CFPB physical security specialist and approximately four security officers were called to the scene to mitigate the problem. A copy of the Incident Report describing these events is attached hereto as Exhibit B.

8. On the same day, CFPB employees began protesting outside of the CFPB Headquarters building. The protest activities included following and questioning staff about who they were and at times making staff feel harassed.

9. On the evening of February 7, 2025, the National Treasury Employees Union ("NTEU") local chapter president emailed the CFPB's Chief Information Officer ("CIO") and copied the CFPB Legal Team. She stated that she was made aware of messages being sent to

employees that orders were being received from the "Whitehouse" directly that, in her view, contradict and circumvent CFPB policy and procedures. Further, the NTEU President reminded the CIO that the CFPB is an independent agency and stated that "Whitehouse officials" "are not your supervisor" and "have no authority to order you to carry out orders as a CFPB government employee; only the [Chief Operating Officer] and the Director have that authority." A copy of that email is attached hereto as Exhibit C.

10. On February 7, 2025, shortly after receipt of the NTEU President's email to the CIO, the President named Russell Vought, the Office of Management and Budget ("OMB") Director, as the CFPB's Acting Director.

11. On February 8, 2025, the Acting Director emailed CFPB employees stating his commitment to "implementing the President's policies, consistent with the law, and acting as a faithful steward of the Bureau's resources." The email also consisted of eight functions from which CFPB employees should refrain, absent approval "by the Acting Director or required by law." The email also invited employees to raise any questions that they may have "through your existing management for consideration by the Acting Director." This email was sent in order to allow the new Acting Director and political leadership to assess the CFPB's current operations and evaluate the CFPB's priorities in light of the new Administration. It is not unusual for these types of steps to be taken at an agency at the beginning of a new administration and during the transition period for new leadership. A copy of this email is attached hereto as Exhibit D.

12. On February 9, 2025, I was advised by our new leadership that the Headquarters building would be closed the week of February 10, 2025, due to safety concerns, and employees and contractors would need to work remotely unless instructed otherwise from our Acting Director or his designee. This would provide an opportunity for employees needing access to the building to do so safely given the disruptions caused on February 7, 2025. As the Chief Operating Officer, I sent an email to CFPB employees advising them of the office building closure. A copy of my email is attached hereto as Exhibit E.

13. On February 9, 2025, CFPB management became aware of additional, planned protests at CFPB Headquarters from 4:15 to 6:00 p.m. and included representatives from Indivisible, Progress Change Institute, MoveOn, and Americans for Financial Reform.

14. On February 10, 2025, the Acting Director sent an email providing validation of the building closure and instructions regarding work tasks. A copy of the email is attached hereto as Exhibit F.

15. On February 10, 2025, additional protests occurred at CFPB Headquarters. Those protests consisted of hundreds of people, making the opening of the building unsafe. CFPB Security Staff advised that, due to the protests, the building should remain closed, and as the Chief Operating Officer, I support the continued closure of the building due to ongoing security concerns.

16. On February 12, 2025, staff protests occurred in front of the CFPB building at approximately 12:00 pm as reported by CFPB security personnel.

17. The building closure should have limited impact to the Bureau and its employees. Approximately 900 employees currently primarily telework from home full time in the National Capital Region. An estimated 350 employees and contractors are currently assigned an office or cubicle in the building, but not all of them enter the building five days a week. The CFPB Headquarters building currently has a capacity of 1,221 seats and the annual operational costs are greater than $25.7 million.

18. After considering the Bureau's priorities to run a more streamlined and efficient Bureau, current CFPB leadership determined that it did not need the footprint associated with its current office space and decided to cancel CFPB's Headquarters lease. As of the date of this declaration, the cancelation of the lease has not been fully executed. After the cancelation of the lease, CFPB will have thirty days to move out. CFPB leadership is evaluating and assessing CFPB's future office space needs. The Bureau, in consultation with USDS, will evaluate options for alternative office space once the Bureau has ascertained the amount of office space it will need to carry out its more streamlined operations. In the meantime, CFPB employees will continue to telework. The termination of CFPB's lease will not prevent the CFPB from performing the statutory functions described below, as employees have become accustomed to either working from home or remotely and the Bureau's informational technology supports it.

The CFPB is Committed to Performing Statutory Obligations

19. Since the arrival of the Acting Director, the new leadership is engaging in ongoing decision-making to assess how to make the Bureau more efficient and accountable. Our leadership has worked to comply with statutorily required functions, and my operations team has been mindful of this as we advise on operational related issues.

20. The closure of the CFPB's Headquarters pursuant to the February 9 and 10 emails has not prevented the CFPB from performing statutory functions as described in this declaration. As mentioned, the approximately 350 employees who have assigned cubicle or office space have the ability to work from home and not all of them came to the office five days a week before the office building closure as reflected in the February 9 and 10 emails. I or the Chief Legal Officer have approved access for employees that require onsite access to perform their jobs. Personnel that have been approved for access include newly appointed personnel, security personnel, facilities staff, information technology personnel, mailroom personnel, and cleaning contractors. For example, employees working in mail services have been permitted to access the building and have continued to process consumer complaints that are mailed in.

21. Work requests have been approved to allow the CFPB to maintain operations required by statute. For example, the CIO was provided approval to onboard new political leadership with service desk support, perform security monitoring tasks for CFPB networks, and perform maintenance tasks needed to ensure the continuation of the Home Mortgage Disclosure

Act ("HMDA") application, Consumer Complaint Database, ServiceNow, and Microsoft365 platforms. Other approvals included maintaining the CFPB Call Centers and the processing of payments through the Civil Penalty Fund. While the Student Loan Ombudsman position is currently vacant, consumers have other options to receive support from the CFPB including utilizing the CFPB Consumer Complaint Center and/or the CFPB Ombudsman Office, which houses five employees. The CFPB Ombudsman Office is an independent, impartial, and confidential resource to help consumers, financial entities, consumer or trade groups, or anyone else interacting with the CFPB. These functions help ensure that the CFPB continues to engage in statutorily required work.

22. Since the February 3 email, I have never had a work request be denied. The Bureau is committed to performing its statutory obligations, including those listed in 12 U.S.C. § 5493(b)(3)(A), entitled "Collecting and tracking complaints." The Bureau is maintaining a single, toll-free telephone number, a website, and a Consumer Complaint Database to facilitate the centralized collection of, monitoring of, and response to consumer complaints regarding consumer financial products or services. Operations related to the Consumer Complaint Database are continuing. Contracts needed for work related to the Consumer Complaint Database have remained intact and operational.

23. Additionally, as required by the HMDA, the Bureau is providing information technology technical assistance to enable filers to submit their data and enabling the Federal Financial Institutions Examination Council to compile and publish information about applications for mortgage loans that is reported to the Bureau by mortgage lenders. 12 U.S.C. § 2809(a). In short, operations related to the CFPB's statutory requirements under HMDA are continuing. Contracts needed for work related to the HMDA have remained intact and operational.

CFPB's Funding Structure and the Funding Request from Acting Director Vought

24. With respect to funding, the Bureau maintains two types of funds: (1) the Bureau of Consumer Financial Protection Fund ("Bureau Fund") and (2) the Civil Penalty Fund. The Federal Reserve funds the Bureau Fund through transfers administered by the Board of Governors of the Federal Reserve System, and this money is used for the Bureau's operations and expenses. Entirely separate from the Bureau Fund, the Civil Penalty Fund is funded by civil penalties imposed and collected by the Bureau—not the Federal Reserve. The Civil Penalty Fund is used to redress harmed consumers. Issuance of approved payments to affected consumers has continued to be processed.

25. At the Bureau, new leadership is engaged in ongoing decision-making to assess how to make the Bureau more efficient and accountable, consistent with this Administration's goals of reforming the federal bureaucracy, reducing wasteful spending, and streamlining efficiencies in the federal government.

26. Shortly after becoming Acting Director, Mr. Vought reviewed the sums available to the Bureau in its Bureau and Civil Penalty Funds. After considering the Bureau's total current

balance and the projected expenses for the upcoming quarter, Acting Director Vought determined that these currently available funds were sufficient for the Bureau to carry out its statutory mandates for the next fiscal quarter.

27. In making that determination, Acting Director Vought considered the President's priorities of running a more streamlined and efficient Bureau, the public's interest in a streamlined and efficient Bureau, the impact of government spending on the federal deficit, the impact of anticipated efficiency initiatives at the Bureau, and the consumer interest. Based on his determination, Acting Director Vought sent Chairman Powell a letter requesting $0 for the Third Quarter of Fiscal Year 2025. A copy of that letter is attached as Exhibit G.

28. The Bureau has made no attempts to transfer any of its Funds back to the Federal Reserve. Indeed, I am not aware of a mechanism to transfer Funds back to the Federal Reserve.

***

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington, DC this 24th day of February.

ADAM MARTINEZ

Digitally signed by ADAM MARTINEZ
Date: 2025.02.24 17:45:53 -05'00'

Adam Martinez
Chief Operating Officer

Exhibit A

From: CFPB_OfficeOfTheDirector
To: _DL_CFPB_AllHands; _DL_CFPB_AllHands_Contractors
Subject: Instructions from Acting Director
Date: Monday, February 3, 2025 10:59:59 AM

Colleagues,

Secretary of the Treasury Bessent has been named Acting Director of the CFPB, effective January 31, 2025. As Acting Director, Secretary Bessent is committed to appropriately stewarding the agency pending new leadership. In order to promote consistency with the goals of the Administration, effective immediately, unless expressly approved by the Acting Director or required by law, all employees, contractors, and other personnel of the Bureau are directed:

- Not to approve or issue any proposed or final rules or formal or informal guidance.
- To suspend the effective dates of all final rules that have been issued or published but that have not yet become effective.
- Not to commence, take additional investigative activities related to, or settle enforcement actions.
- Not to issue public communications of any type, including publication of research papers.
- Not to approve or execute any material agreements, including related to employee matters or contractors.
- Not to make or approve filings or appearances by the Bureau in any litigation, other than to seek a pause in proceedings.

If you have any questions, please raise issues through your existing management for consideration by the Acting Director.

Thank you.

Exhibit B

February 21, 2025
Information Memo for the Chief Operating Officer

FROM	[redacted], Director of Security, 202-[redacted]
THROUGH	[redacted], Physical Security Specialist, 202-[redacted]
SUBJECT	Employee Incident Report on Friday, February 7, 2025

Select Applicable Information Type(s)	☒Situational Awareness	☐Request for Directional Feedback	☐Reply to Inquiry from Director/FO	☐ Draft Document Feedback Request

Issue

On Friday, February 7, 2025, at approximately 11:09 am, [redacted], CFPB's Physical Security Specialist, received a call from Special Police Officer Lt. [redacted] reporting a disruptive employee near Room B118. Upon arrival, Mr. [redacted] observed Ms. [redacted] in front of Room B118. When Mr. [redacted] approached Ms. [redacted], she appeared agitated and stated she had the right to know who the people in the room are and what they are doing. Mr. [redacted] noticed Ms. [redacted] was not displaying her PIV card in accordance with Bureau policy, and inquired if she was an employee and if he could see her PIV card. Ms. [redacted] removed her PIV card from her pocket and showed it to Mr. [redacted], then quickly put it back in her pocket. Mr. [redacted] informed her that CFPB policy requires staff to display a PIV card while in CFPB space, but she did not comply. At that time [redacted] from the Legal Division arrived and asked to speak with Ms. [redacted]. They proceed down the hallway to have a private conversation.

At that point, [redacted], T&I Infrastructure Director, exited Room B118 and informed Mr. [redacted] that it was he who notified security regarding her disruptive and harassing behavior. Mr. [redacted] stated he was in a meeting in Room B116 with CFPB CIO [redacted], along with DOGE staff [redacted], [redacted] and [redacted], who were recently assigned to CFPB. While in the meeting in Room B116, Mr. [redacted] noticed Ms. [redacted] pushing a baby carriage past the room on several occasions with a telephone pointing towards the window apparently attempting to capture pictures or video of staff in the room. Mr. [redacted] offered, and the team agreed, to move the meeting to Room B118 because the windows were covered. Mr. [redacted] then stated that when he was exiting Room B118, Ms. [redacted] confronted him in the hallway and was pointing her phone camera yelling at him about what he was doing. He requested Ms. [redacted] to stop pointing the camera at him when she responded, 'don't touch me'. She then entered Room B118 and started recording and taking pictures of the computers and people in the room.

The incident was captured on CFPB security footage, Camera 13 at 11:04 am.

Timing Considerations

No timing considerations.

Information Memo Reviewer Sheet

Subject/Document Title Employee Incident Report		
Name of Document Owner [redacted]	Office Office of Administrative Operations	Telephone Extension 202-[redacted]
Approved by [redacted]		
Office Office of Administrative Operations	Name of Reviewer [redacted]	Date 2/21/2025
Office [Insert office]	Name of Reviewer [Insert name of reviewer]	Date [Insert date]

Exhibit C

From:	Farman, Catherine (CFPB)
To:	Chilbert, Christopher (CFPB); Martinez, Adam (CFPB); Schafer, Jessica (CFPB); Scott, Adam (CFPB); Doguin, John Paul (CFPB); White, Sonya (CFPB); Belasco, Lisa (CFPB); Heiser, Nicole (CFPB); Rice, Kevin (CFPB); Smith, Jarid (CFPB); Noble, Erin (CFPB)
Subject:	Reminder you take orders from CFPB officials
Date:	Friday, February 7, 2025 6:37:32 PM
Importance:	High

Chris,

I've been made aware of messages you're sending employees that you are receiving orders from the "Whitehouse" directly that contradict and circumvent CFPB policy and procedure. As a reminder the CFPB is an independent agency; DOGE officials and Whitehouse officials are not your supervisor and have no authority to order you to carry out orders as a CFPB government employee; only Adam Martinez and the Director have that authority.

If you are being asked and/or pressured by people other than your chain of command, ask your supervisor in writing to verify or clarify the request and cc CFPB Legal. Congress, CFPB Union and news reports have warned federal officials of well-documented pressure tactics from staff outside of independent agencies designed to manipulate government employees into circumventing law and standard operating procedure at their request and you should heed these warnings.

Thank you,

--

Catherine Farman (they/them, she/her/hers)
Web Developer | Technology & Innovation
President | CFPB Union NTEU 335
Mobile: [redacted]
#Solidarity
consumerfinance.gov
nteu335.org

Exhibit D

From: Vought, Russell
To: _DL_CFPB_AllHands
Subject: Directives on Bureau Activities
Date: Saturday, February 8, 2025 8:50:28 PM

Dear Colleagues,
I am honored that President Trump designated me as Acting Director of the Bureau on February 7, 2025. As Acting Director, I am committed to implementing the President's policies, consistent with the law, and acting as a faithful steward of the Bureau's resources. To that end, I am directing that, effective immediately, unless expressly approved by the Acting Director or required by law, all employees, contractors, and other personnel of the Bureau shall:

- Not approve or issue any proposed or final rules or formal or informal guidance.
- Suspend the effective dates of all final rules that have been issued or published but that have not yet become effective.
- Not commence, take additional investigative activities related to, or settle enforcement actions.
- Not open any new investigation in any manner, and cease any pending investigations.
- Not issue public communications of any type, including publication of research papers and compliance bulletins.
- Not approve or execute any material agreements, including related to employee matters or contractors.
- Not make or approve filings or appearances by the Bureau in any litigation, other than to seek a pause in proceedings.
- Cease all supervision and examination activity.
- Cease all stakeholder engagement.

If you have any questions, please raise issues through your existing management for consideration by the Acting Director.

Thank you.

Russell T. Vought

Exhibit E

From: Martinez, Adam (CFPB)
To: _DL_CFPB_AllHands
Subject: Please Read: DC Headquarters Building Operating Status (2/10-2/14)
Date: Sunday, February 9, 2025 1:39:00 PM

(This message is for DC Headquarters Staff and Contractors)

Dear Colleagues:

The DC Headquarters Building will be closed this week (2/10-2/14). Employees and contractors are to work remotely unless instructed otherwise from our Acting Director or his designee.

Thank you.

Adam

Adam Martinez
Chief Operating Officer

Exhibit F

From: Vought, Russell
To: _DL_CFPB_AllHands
Subject: Additional Directives on Bureau Activities
Date: Monday, February 10, 2025 8:30:43 AM

Good morning, CFPB staff,

As you have been informed by the Chief Operating Officer in an email yesterday, the Bureau's DC headquarters building is closed this week. Employees should not come into the office. Please do not perform any work tasks. If there are any urgent matters, please alert me through Mark Paoletta, Chief Legal Officer, to get approval in writing before performing any work task. His email is [redacted]. Otherwise, employees should stand down from performing any work task. Thank you for your attention on this matter.

Best,

Russ Vought

Acting Director

Bureau of Consumer Financial Protection

Exhibit G

Consumer Financial Protection Bureau

1700 G Street NW, Washington, D.C. 20552

February 8, 2025

The Honorable Jerome H. Powell
Chairman, Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue, NW
Washington, D.C. 20551

Dear Chairman Powell:

The Consumer Financial Protection Act requires the Board of Governors of the Federal Reserve System to transfer each quarter an "amount determined by the Director to be reasonably necessary" for the Bureau of Consumer Financial Protection to carry out its authorities under law. 12 U.S.C. 5497(a)(1). In determining this amount, the Director must "take into account such other sums made available to the Bureau from the preceding year" or quarter. *Id.*

This letter is to inform you that for the Third Quarter of Fiscal Year 2025, the Bureau is requesting $0.

During my review of the Bureau's finances, I have learned that the Bureau has a balance of $711,586,678.00 in the Bureau of Consumer Financial Protection Fund. By law, I must take account of this sum when determining the amount "reasonably necessary" for the Bureau to fulfill its statutory authorities. *Id.* I have determined that no additional funds are necessary to carry out the authorities of the Bureau for Fiscal Year 2025. The Bureau's current funds are more than sufficient—and are, in fact, excessive—to carry out its authorities in a manner that is consistent with the public interest.

In the past, the Bureau has at times opted to maintain a "reserve fund" for financial contingencies. But no such fund is required by statute or necessary to fulfill the Bureau's mandate. The Bureau's new leadership will run a substantially more streamlined and efficient bureau, cut this excessive fund, and do its part to reduce the federal deficit.

Sincerely,

/s/ Russell T. Vought
Russell T. Vought, Acting Director

cc: Patrick J. McClanahan, Chief Operating Officer, Board of Governors of the Federal Reserve System

Exhibit 2

Collective Bargaining Agreement

Consumer Financial Protection Bureau and National Treasury Employees Union

Effective Date: 11/8/2024

Table of Contents

Preamble

The Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and Employers involving conditions of employment; and

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and

The Consumer Financial Protection Bureau, hereinafter referred to as the "Employer" and the National Treasury Employees Union, Chapter 335 (and any other appropriate chapter in the same bargaining unit as designated by the Union in the future), hereinafter referred to as the "Union," do hereby make and enter into this agreement collectively; the Employer and the Union will be known as the "Parties."

The Parties enter into this Agreement with every intention to deal with each other in good faith and to be governed by honesty, reason, and mutual respect.

1. Recognition and Coverage

Section 1

The Employer recognizes the Union as the exclusive representative of the following unit of employees:

> All professional and nonprofessional employees employed by the Consumer Financial Protection Bureau (CFPB) nationwide, excluding all supervisors, management officials, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

Section 2

When the term "employee" is used in this Agreement, it is understood by the Parties that only bargaining unit employees are referred to, unless otherwise stated.

Section 3

During the term of this Agreement, the Employer agrees that all new employees employed in the unit described in Section 1 above will be automatically covered under the terms and conditions of this Agreement.

Section 4

To the extent that any preexisting local or midterm agreements or any local practices between the Union and the Employer conflict with the express terms of this Agreement, the terms of this Agreement shall apply. At any time during the duration of this Agreement, the Parties may mutually agree to open one (1) or more Articles; or may mutually agree to modify language in specific Articles.

Section 5

Conditions of employment, applicable to a CFPB bargaining unit employee, are based on the unit status of the position held by the employee. Therefore, bargaining unit employees, when placed on a temporary promotion or formal detail to a non-bargaining unit position, are not covered by the provisions of this Agreement during the time of the temporary assignment.

Provisions in this collective bargaining agreement between CFPB and NTEU containing the phrase “the Employer has determined” or “Management has determined” denote a unilateral determination by the CFPB that is placed in the Agreement for informational purposes. It is understood that such determinations may be unilaterally changed by the Employer at any time after notification to NTEU and any negotiations required by law.

Nothing in this Agreement may be interpreted as the Employer’s agreement or consent to negotiate over the terms and conditions of employment of non-bargaining unit employees and/or non-bargaining unit positions.

2. Effect of Law and Regulation

Section 1

In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws.

Section 2

To the extent that provisions of the Employer's Rules and Regulations are in specific conflict with this Agreement, the provisions of this Agreement will govern.

Section 3

Should any conflict arise between the terms of this Agreement and any Government-Wide Rule/Regulation or Employer Rule/Regulation issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern unless specifically indicated otherwise.

Section 4

Nothing in this Agreement constitutes a waiver of the Employer's rights under 5 U.S.C. Section 7106(a).

3. Employee Rights

Section 1

Each Employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Agreement, such right includes the right:

A. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the Employer or otherwise appropriate authorities; and

B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this Agreement.

Section 2

The initiation of a grievance in good faith by employees will not cause any reflection on their standing with their supervisor or on their loyalty or desirability to the organization. Employees and Union stewards who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal. The Employer will not impose any restraint, interference, coercion or discrimination, or reprisal against any employee in the exercise of his or her right to designate a Union steward for the purpose of representing to the Employer any matter of concern or dissatisfaction or of representing the employee to any Government agency or official other than the Employer.

Section 3

Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary written

authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member.

Section 4

The Employer will recognize and respect the dignity of each employee in the formulation and implementation of personnel policies and practices.

Section 5

It is understood that an employee must follow supervisory orders, directions, or assignments.

A. The Employer will not adversely affect the employee as a result of carrying out the lawful orders, directions, or assignments of a supervisor, or attempting in good faith to carry out such lawful orders, directions, or assignments, except to the extent that employee fails to meet established performance standards in carrying out such orders, directions, or assignments.

B. If an employee disputes the legality of his or her supervisor's order, direction, or assignment based on the employee's belief that it violates a law, rule, regulation, or published Code of Ethics/Professional Responsibility:

1. The employee will discuss the dispute/difference and the basis for it with his or her supervisor with the intent of resolving the dispute/difference.

2. If unresolved, the employee may seek review of the dispute by his or her next level supervisor or the supervisor’s designee, who will assess the matter and inform the employee of his or her determination regarding the dispute.

3. If unresolved, the employee may request that the decision be put in writing. Thereafter, the immediate supervisor or supervisor’s designee shall give the instructions to the employee in writing. The Employer shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor.

4. In addition, professional employees whose professional license must be maintained as a condition of employment (e.g., Series 905 Attorneys) may consult with the body responsible for the enforcement of the Code of Professional Responsibility in the State or District in which he or she is licensed for guidance, and, upon receipt, provide such guidance to the supervisor. Prior to the receipt of such guidance, the professional shall not be required to sign any disputed document. If the guidance provided indicates that the action is inappropriate, the professional shall not be required to sign any subsequent documents related to that action.

C. At such time as the employee has complied with a supervisor's direction or assignment, he or she may file a grievance, complaint, or appeal, as appropriate, to seek a remedy to any alleged violation of his or her rights.

D. An employee who has questions concerning an interpretation or application of standards of ethical conduct in which he or she has a direct personal interest is encouraged to raise his or her questions with the CFPB Ethics Mailbox.

Section 6

A. A bargaining unit employee will be granted a reasonable amount of duty time to confer with his or her Union representative concerning matters for which he or she can receive remedial relief under this Agreement and to attend and prepare for any proceeding listed in the Official Time Article, 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).

B. Employee will submit a request for time away from official duties and state the general purpose for the time and the amount of time being requested in accordance with the provisions in the Official Time Article. The use of duty time must be requested by the employee to their supervisor, which will generally be 24 hours in advance. The supervisor shall normally grant the employee's request unless the requested duration is unreasonable, or the employee's absence would substantially interfere with business needs. 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. The employee will notify his/her supervisor upon return to the worksite.

Section 7

A. Employees have the right to Union representation at any examination of them by the Employer or the Inspector General (IG) in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against him or her and the employee so requests representation.

B. In meetings with the Employer only, if the requested representation is not available, the meeting will be postponed, but not more than two (2) workdays. This time limit may be extended by mutual consent of the parties prior to the expiration of such time limit. If within that time the Union cannot provide a representative, the employee may not delay the meeting further. If, due to emergency circumstances, the Employer cannot delay the meeting for up to two workdays, the employee and the Union will be notified immediately, and the Union will be provided a reasonable time to provide a representative.

C. The Union's role as representative of an employee during an examination, conducted by the Employer only, is to:

1. assist the employee in clarifying the facts,
2. suggest other individuals who have knowledge of the facts,
3. raise other facts that may impact on the final decision in the matter,
4. advise the employee**,**
5. take notes, including names of participants, questions, and responses.

To the maximum extent possible, all examinations of employees conducted by the Employer only as described in Section 7.A. above will be conducted in a private room.

D. A grievant, appellant, or an employee will receive duty time, in accordance with approval procedures in Section 6 of this Article**,** to meet telephonically or via video conference unless both parties agree to meet in person to address the following:

1. grievance meetings with the Employer;
2. arbitration hearings if the Employee is still on the rolls;
3. oral reply meetings for a notice of proposed disciplinary or adverse action;
4. an adverse action hearing if the Employee is still on the rolls;
5. other statutory appeal hearings if the Employee is still on the rolls;
6. meetings for the purpose of presenting replies to notices of termination of a probationary Employee in accordance with Section 4 of the Probationary/Trial Period Employees Article, if the Employee is still on the rolls; and,
7. an examination by a representative of the Employer in connection with an investigation which may lead to disciplinary action.

When the Parties mutually agree to meet in person, travel reimbursement will be provided to an employee on the rolls.

Section 8

The Employer agrees that it will apply 5 C.F.R. Parts 2635 and 9401 (Standards of Ethical Conduct) in accordance with law.

Section 9

The EMPLOYER agrees to extend coverage of the Reimbursement of Private Counsel Fees and Expenses Policy (Approved 11/03/14) to bargaining unit employees.

4. Employer Rights

Section 1

A. Consistent with 5 U.S.C. 7106 and subject to section C of this section, nothing in this Article or the Federal Service Labor Management Relations Statute (Statute) shall affect the authority of the Employer:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the CFPB; and in accordance with applicable laws -to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade, or pay, or take other disciplinary action against such employees;

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3. with respect to filling positions, to make selections for appointments from –

   a. among properly ranked and certified candidates for promotion; or

   b. any other appropriate source; and

4. to take whatever actions may be necessary to carry out the CFPB's mission during emergencies; and

B. Nothing in this Article or the Statute shall preclude the Employer and the Union from negotiating:

1. at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

2. procedures which management officials of the agency will observe in exercising any authority under this Article or Statute; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article or Statute by such management officials.

C. The Employer retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this Agreement.

Section 2

The Union will recognize and respect the dignity of the Employer in connection with all matters pertaining to the Union's representation of employees.

5. Union Rights

Section 1

A. The Union is the exclusive representative of the employees in the unit and is entitled to act for and represent the interests of all employees in the unit.

B. The Union shall have the right to present its views, either orally or in writing, to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions.

Section 2

A. The Union has the right to attend and send a representative of its own choosing to any formal discussion as defined by 5 USC Section 7114 (a)(2)(A) between the Employer and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general conditions of employment. The Union agrees that in order to conserve costs it will designate a local representative in the office where the formal meeting is being held or will be given the opportunity to join remotely. Advance notification will be given to the Chapter President, or individual designated by the Union, as soon as the meeting is scheduled, or as soon as practicable thereafter. That notice will include the date, time, location, and purpose of the meeting. This advance notice will be given unless the Employer has been prevented from doing so because of a bona fide emergency.

B. At those formal meetings where the Union has chosen to be represented, the Employer or the Union will identify the designated Union representative. The Union representative may ask relevant questions and present a brief statement outlining the Union's position concerning the issues addressed at that meeting. The Union representative cannot use his or her attendance to disrupt the meeting or to undermine the Employer's position at the meeting. The Employer retains the right to terminate the meeting.

Section 3

Consistent with law, nothing in this Article or in this Agreement shall be interpreted so as to limit management from meeting informally with an employee without the Union being given the opportunity to be represented at such informal meetings. However, if during the course of such an informal meeting an employee reasonably believes that the questions from management may result in disciplinary action against him or her, or if the meeting turns into a formal meeting as defined in 5 USC 7114(a)(2)(A), the employee may request the presence of a union representative for the remainder of the meeting.

Section 4

The Union may refuse to represent employees in proposed disciplinary actions and in statutory appeals (for example, adverse actions, unacceptable performance actions, Equal Employment Opportunity complaints).

6. Equal Employment Opportunity

Section 1

A. 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.

B. The Employer will provide material pertaining to the agency's policies and applicable federal regulations, laws and Executive Orders governing equal employment opportunity posting relevant materials on the CFPB intranet.

C. The Employer and the Union recognize that no employee may discriminate against others based on race, color, religion, sex (including pregnancy, sexual orientation, transgender status, gender identity or expression, gender nonconformity, or sex stereotyping of any kind), national origin, age (40 or more), disability, protected genetic information, marital status, parental status, prior EEO or whistleblower activity consistent with Federal laws, regulations, Executive Orders, and sub-regulatory guidance.

D. The Employer recognizes its obligation under the Rehabilitation Act of 1973, as amended, to reasonably accommodate the known physical and/or mental limitation of an otherwise qualified employees with a disability, barring undue hardship.

E. The Employer recognizes its obligation under Title VII of the Civil Rights Act of 1964, as amended, to provide reasonable accommodation for an employee's sincerely held religious observances, practices, and beliefs, barring undue hardship.

F. The Employer recognizes its obligation under the Pregnant Workers Fairness Act of 2022 to provide reasonable accommodation to a qualified employee's known limitations related to, affected by, or arising out of pregnancy, childbirth, and/or related medical conditions, barring undue hardship.

Section 2

A. The Employer's Equal Employment Opportunity (EEO) Program shall be designed, implemented, and administered by the Employer in accordance with applicable laws, regulations, EEOC Directives and the provisions of this Article.

B. The Employer will provide appropriate training to all employees on EEO-related matters, as determined by the Employer.

Section 3

A. On an annual basis, the Employer will publish the Equal Employment Opportunity (EEO) Program Status Report (MD-715 report) on consumerfinance.gov. Upon request the Employer will make available a copy of the most recently published Equal Employment Opportunity (EEO) Program Status Report (MD-715 report).

B. In accordance with the No FEAR Act, the Employer will publish regular reports on the aggregate numbers and types of EEO discrimination complaints filed that fiscal year against the Employer. These reports shall not include information prohibited from disclosure under applicable laws, rules, or regulations.

Section 4

The Employer will provide EEO counselors for counseling activities for all CFPB employees and a place to speak privately with an employee for counseling purposes. The Employer will identify intake specialists on the CFPB intranet. Employees may contact an intake specialist or contact the Office of Civil Rights to obtain general information about the EEO counseling process. Aggrieved employees must contact the Employer's EEO office to obtain counseling services.

Section 5

An Employee who wishes to file an EEO complaint first must initiate contact with the OCR within forty-five (45) days of the date of the matter alleged to be discriminatory or, in the case of personnel action, within forty-five (45) days of the effective date of the action. The Employer shall extend the forty-five (45) day time limit when the individual shows that he or she was not notified of the time limits and was not otherwise aware of them, that he or she did not know and reasonably should not have been known that the discriminatory matter or personnel action occurred, that despite due diligence he or she was prevented by circumstances beyond his or her control from contacting the OCR within the time limits, or for other reasons considered sufficient by the agency.

Section 6

Pursuant to 5 USC 7121(d), a claim involving discrimination based upon race, color, sex (including pregnancy, sexual orientation, transgender status, gender identity or expression, gender nonconformity, or sex stereotyping of any kind), religion, national origin, age (40+), disability, protected genetic information, or prior protected EEO activities may, at the discretion of the employee, be raised under either the Bureau's Part 1614 EEO complaint process or through the negotiated grievance procedure, but not both. When a timely written grievance is filed by an Employee or by the Union on behalf of an Employee(s) pursuant to the Grievance Procedures and Arbitration article, the Employee may not thereafter file a complaint on the same matter under the Bureau's Part 1614 EEO complaint process, irrespective of whether the Bureau has informed the individual of the need to elect or whether the grievance has raised an issue of discrimination. OCR determines whether the claim involves the "same matter" by applying relevant legal authorities. Similarly, when an Employee or his or her representative files a Formal EEO Complaint on a matter, they have elected to pursue that matter through the Part 1614 EEO complaint process and cannot later bring that same matter before the Parties' negotiated grievance procedure. Pursuit of informal EEO counseling does not constitute a Formal EEO Complaint for this purpose.

Section 7

A. Any employee seeking to file an EEO administrative complaint, or any employee participating in the Employer's administrative complaint process, shall be free from restraint, coercion, interference, or reprisal**.**

B. During both the pre-complaint counseling stage and all other stages of the complaint process, the employee shall have the right to be accompanied, represented, and advised by a personally chosen representative when there is no apparent or actual conflict of interest as determined by OCR. The representative may be an employee of the Bureau and does not have to be an attorney. Both the employee and the employee's representative (if the representative is a CFPB Employee) shall be afforded a "reasonable amount of EEO official time" for processing the employee's complaint. Determinations about 'reasonable' amounts of official time are made by the relevant management official in accordance with EEOC guidance and applicable Bureau policies (e.g., EEO & Nondiscrimination Policy)

C. Individuals who require EEO official time in order to participate in the EEO process must request in advance the use of EEO official time from their supervisor in accordance with the Bureau's EEO policy, providing the date, number of hours requested, and a general description of the activities to their supervisor in writing.

Section 8

The Employer may offer as appropriate alternative dispute resolution (ADR), which provides voluntary dispute resolution options for using a neutral (e.g., mediator) to assist in the resolution of allegations of discrimination raised in the Part 1614 EEO complaint process. The Employee may be accompanied by a Union representative to formal meetings that occur throughout the EEO process. The Union has the right to attend any EEO-related meeting that constitutes a formal meeting under the Statute, to the extent provided by law.

7. Employee Personnel Files

Section 1

A. As used in this Article, employee personnel file means any item, collection, or grouping of information about an employee that is maintained by the Employer and is retrievable by the employee's name or other personal identifier.

B. All employee personnel files will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974, as amended. The Employer will purge records in accordance with the Employer's record retention standards.

C. Managers or other representatives of the Employer may not maintain any employee personnel file in violation of any law or regulation, including the Privacy Act of 1974, as amended. 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. The employee will be provided notice regarding any document added to his/her personnel file**.** The employee may review and copy material about him or her in any system of records in accord with the procedures set out in the Privacy Act.

1. Employee personnel files will be kept safe and secure at all times in accordance with all applicable laws and regulations and agency policy. Disclosure of and access to information from employee personnel files will be in accordance with applicable laws and regulations. Access within the Employer will be limited to personnel who have a need for the record in the performance of their duties. The Employer will ensure that any vendors who process or otherwise come into the possession of employee information have in place procedures to ensure compliance with applicable privacy laws and regulations, and to safeguard employee information against identity theft.

2. To the extent practicable, the Employer will use employee identification numbers that are different from employees' social security numbers, for system access and on time and

travel reports, leave forms, and other personnel records to help preserve the confidentiality of employee information it possesses.

3. If the Employer changes its method of storing personnel file information, Employer will ensure all employees or their personally designated representatives have continued access to such information or its equivalent. The Union will also be notified of any changes in the Employer's system of records regarding the storing of employee personnel files.

4. Employee personnel records and other information relating to disciplinary actions, grievances, EEO complaints or EAP counseling or other similar matters are considered confidential, and will only be shared with other employees, supervisors, or management officials on a need-to-know basis.

Section 2

A. The Employer will maintain all Employee Personnel Files in Electronic Personnel Folder (eOPF). The eOPF is an electronic version of the paper Official Personnel folder (OPF) that provides web-enabled secure access for allemployees. Each employee has access to his/her eOPF. Employees can view and print document copies contained in his/her eOPF. Documents cannot be deleted or edited in eOPF by the employee.

B. Employees are notified by email when a document is placed in his/her eOPF.

C. eOPFs will be kept and maintained in accordance with applicable laws and regulations.

D. In accordance with the contract provisions governing adverse personnel actions, expired or outdated information (including actions overturned in a grievance or other appeal) will be purged from an Employee's eOPF.

E. Nothing in this agreement shall be interpreted to restrict the Employer's ability to release information about an employee pursuant to applicable laws or regulations, including the Privacy Act of 1974, as amended, or the Freedom of Information Act, as amended.

8. Health and Safety

Section 1

The Employer will, to the extent of its authority and consistent with the applicable requirements of Title 29 of the Code of Federal Regulations, as well as other applicable health and safety codes and standards, provide and maintain safe and healthful working conditions for all employees and will provide places of employment that are free from recognized hazards. With the exception of Section 12, the provisions of this article only apply to workspace that the Bureau operates and controls.

Section 2

A. The Employer will:

1. Investigate reports of unhealthy or unsafe working conditions as soon as practicable;

2. Inform employees of the emergency and evacuation procedures and requirements at all of its facilities, based on information provided by building management, as appropriate;

3. Provide appropriate and adequate health and safety training for employees, including offering annual CPR/AED training and refresher courses for employees, with official time or administrative leave provided for taking the course.

4. A list of names and phone numbers for Floor Wardens will be created and posted to the Shelter in Place locations semi-annually, or when roster changes occur. Employees should follow established emergency procedures, and should not rely on the availability of any listed volunteers.

5. Conduct annual evacuation drills in CFPB-controlled office space;

6. Offer to conduct an emergency management briefing to discuss procedures at least annually at each location of the Employer where no drill is conducted (to the extent space is available for this meeting in non-leased offices);

7. Conduct annual safety inspections and routinely check measurements of temperature, humidity, and air flow to ensure adequate indoor air quality. In addition, inspection and testing of the ventilation, heating and air conditioning systems (to make sure it is working according to specifications for building use and occupancy) will be routinely performed in accordance with equipment manufacturers' recommendations. If any occupant has an indoor air quality or drinking (tap water) quality concern, they must report it to the Facilities Office and the Facilities Office will address and use recommended inspections/testing standards and methods to identify and resolve the concern. A Union representative can accompany Employer management on any health and safety inspections.

8. If requested, the Union will be provided with the results of any health and safety inspections of Employer-controlled space.

9. Notify the Chapter President, or designee, of any planned construction or renovation expected to significantly impact air quality or working conditions of employees at least thirty (30) days in advance, except in cases of emergency. The Employer will also notify the Union and affected employees in advance, whenever practicable, before hazardous chemicals are to be used in its facilities (other than janitorial chemicals typically used in and around office buildings).

10. 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.

B. The Union agrees to promptly notify the Employer of any safety and health concerns or possible compliance problems. The Union maintains its right to directly contact appropriate public officials and organizations (e.g., OSHA), provided that the Union does not interfere with the Employer's efforts to correct any known health and safety concern.

C. The Union, at its cost, may request to schedule or arrange for a health and/or safety inspection of any Employer-leased office. The Union will provide reasonable notice to the

Employer of its intention to initiate an inspection. The Employer will not unreasonably deny such requests. The Union will comply with any conditions of the lease or landlord when arranging for inspections. The Employer has the right to accompany the inspector on any such inspection.

Section 3

A. The Employer will take appropriate action to ensure that employees are familiar with the proper means of leaving the building during a suspected fire, bomb threat, or other emergency. Where a fire, bomb threat or other emergency in the building is reasonably suspected, the Employer will evacuate all affected employees to safer areas. Employer will recruit and train annually all volunteer employee evacuation floor wardens, shelter in place wardens, and cabinet wardens to cover emergencies. Reflective vests will be provided to floor wardens and helmets and flashlights will be placed in shelter-in-place lockers.

B. The Employer shall continue to maintain emergency evacuation procedures that include provisions for evacuating disabled employees.

C. The Employer will maintain appropriate emergency and safety equipment and supplies and emergency kits for employees.

D. The employer will coordinate with building management to test building emergency alarm systems, conduct evacuation drills, and public address systems annually.

Section 4

A. Employees should notify their supervisors of non-urgent or specific threats if any individual threatens them in person or in writing or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. The Employer will establish appropriate protocols and procedures for evaluating the credibility of reported threats and responding to threatening situations.

B. An employee should notify the Employer of any other health and safety concerns observed in the workplace. An employee will not be subject to restraint, interference, coercion, discrimination, or reprisal for reporting an unsafe or unhealthful working condition.

C. An employee will contact 911 and notify the Employer of situations at the employee's workplace where there is imminent danger. The term "imminent danger" means any conditions or practices in any of the Employer's facilities that could reasonably be expected to cause death or serious physical harm immediately or within such a short time that emergency steps must be taken. If the situation does not allow for prior notification to the Employer, the employee should remove himself/herself from the dangerous location or cease to perform the dangerous task, notify the Employer as soon as possible, and make himself/herself available for work as directed by the Employer.

D. During severe weather or other emergencies, the Bureau may grant employees administrative leave consistent with OPM Guidance.

Section 5

When the Employer is informed that an employee has sustained an on-the-job injury, the Employer will inform the employee of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The employee must report the injury to his/her supervisor as soon as possible, generally within a 24-hour period. Per Department of Labor (DOL) regulations, injury means any illness or disease that is caused or aggravated by the employment as well as damage to medical braces, artificial limbs, and other prosthetic devices. All on-the-job injury or illness claims must be submitted electronically through the DOL online claims filing system no later than thirty (30) days following the injury and employees will follow all DOL requirements and regulations.

Upon request, the Employer will provide the employee with instructions on how to access the DOL online claims filing system.

Section 6

A. The Employer will provide an industry-appropriate first aid kit in each building and regional headquarters, and on each floor where more than thirty (30) employees are located. The Employer will designate a responsible person or vendor to maintain each kit in an employee work area, and the location of the kit will be clearly marked. Annual training for volunteer emergency response staff will include identifying the location of first aid kits, and AED's, etc.

B. The Employer will provide an automated external defibrillator (AED) unit at each regional office location including employer-leased office space. The Employer will solicit volunteers to be trained on the equipment, as needed. AED training includes CPR. If there are more volunteers in a particular location than needed, they will be selected on a first-come, first-served basis. Although it is expected that employees who are trained will attempt to respond in an emergency, they are not required to do so.

Section 7

The Employer will offer a Physical Exam Program under which employees are eligible to receive an amount equal to the difference between the cost of the physical exam (including related services and tests) and seasonal flu shot and the amount paid by their health insurance company – up to the maximum amounts of up to $200 for the annual physical and up to $30 for an annual flu shot. Employees are eligible to receive reimbursement up to the maximum amounts, once every calendar year. Employees should submit a request for reimbursement as soon as they are in receipt of all Explanation of Benefit (EOB) statement(s), but no later than one year from the last date of service. All services related to the annual physical exam must begin and end within a 120-day period. If the employee cannot complete the physical exam within 120 days, the employee's health care provider must provide a written letter corroborating the delay. The letter must accompany the employee's request for reimbursement. Employees should not include expenses paid for using health insurance or a Health Care Flexible Spending Account. Employees will only receive reimbursement once for the same expense.

Section 8

The Employer will comply with OSHA regulations in notifying employees and the Union of known hazardous chemicals ordinarily used in Employer- leased workspaces and will take reasonable steps to minimize the use of hazardous chemicals in Employer-leased offices.

Section 9

If an employee is injured while in travel status or at a temporary duty station, the Employer will, to the extent possible and if requested:

A. Assist the employee in obtaining immediate medical assistance;

B. Contact the employee's designated emergency contact;

C. Assist a member of the employee's family in obtaining transportation information to the medical facility; and

D. Approve sick leave and per diem in accordance with applicable laws, rules, and regulations.

Section 10

The Employer will attempt to provide fitness center access and wellness programs and/or employee discounts for third-party facilities and services.

Section 11

Employer will provide Remote employees and those on 100% Telework under the Remote, Hybrid, and Telework Program Article 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 (e.g., if equipment is damaged or employee requires special ergonomic furniture).

Section 12

A. Employer 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.

B. If an employee raises a reasonable concern of possible injury or harm from conditions in his/her exam worksite, 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.

9. Work Schedules

Section 1 – Policy

A. This Article establishes the Bureau's Work Schedules Program. The purpose of the Work Schedules Program is to enable the Bureau and its employees to fulfill the Bureau's mission by providing employees with the flexibility to meet their weekly work requirements in a manner that is efficient, effective and promotes work-life balance. Within the 80-hour biweekly pay period, the Bureau's Work Schedules Program allows for a variety of flexible alternatives to the traditional, fixed 8-hour per day schedule.

B. Monday through Friday, 8:00 am – 5:00 pm local time are CFPB's official business hours.

C. As the Bureau-wide default, all employees are on the Gliding Schedule option described below. Employees may elect to participate in the Custom Schedule option instead of the Gliding Schedule, subject to supervisory approval. Supervisory approval is required for all work schedules and employee tours of duty. Supervisory approval of employee work schedules will be made in a fair and equitable manner based on the following factors:
   1. Work requirements;
   2. Ensuring adequate staff coverage during CFPB official business hours;
   3. Whether the position of the employee requires hours that coincide with a supervisor's hours or assignment;
   4. Equity among staff; and
   5. Employee performance or conduct issues including, but not limited to, proper leave usage, adherence to leave procedures and whether an employee is on leave restriction.

D. The Employer may determine that the responsibilities of certain positions require employees to work during specific weekdays and times during each pay period. A decision to deny an employee's proposed work schedule may be based on the fact that responsibilities of employees in certain positions require those employees to regularly work on particular days of the week or times of the day. When conflicts arise among employees requesting similar work schedules or starting or ending times, preference will

be given to any employee who is already on the requested schedule, and next to employees in the order in which they requested that schedule. Any ties will be broken in order of CFPB seniority. E. For business reasons, or where concerns about the employee's attendance, conduct or performance arise, supervisors:

1. may limit the amount of flexibility available to an employee under any of the work schedules; or
2. may require that an employee work a Gliding Schedule.

E. Prior to an involuntary change in an employee's work schedule, the Employer will provide reasonable notice to the employee.

F. This Article does not cover overtime hours ordered or approved, in advance, by management beyond the employee's daily work requirement. Overtime hours are governed by the Overtime and Premium Pay Article.

G. As part of the implementation of this article, Management has determined that it will educate and reinforce to supervisors the appropriate use of Credit Hours versus Overtime and Other Premium Pay.

Section 2 – Definitions

A. Basic Work Requirement: The number of regularly scheduled hours, excluding overtime hours, an employee is required to work or to account for by using leave, previously earned credit hours, compensatory time, or excused absence. The basic work requirement for full-time employees is 80 hours each biweekly pay period and their established Daily Work Requirement. The basic work requirement for part- time employees is determined in accordance with the Part-Time Employment Article.

B. Core Hours: The designated time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee on a flexible work schedule is required to work, or otherwise account for, by using approved leave, previously earned

credit hours, earned compensatory time, administrative leave, and/or leave without pay (LWOP).

C. Credit Hours: Credit Hours are those hours that an employee voluntarily elects to work, with supervisory approval, in excess of their basic work requirement.

D. Daily Work Requirement: The number of regularly scheduled hours, excluding overtime hours, an employee is required to work each day or to account for by using leave, previously earned credit hours, compensatory time, excused absence, or LWOP. The Daily Work Requirement can vary from a minimum of the core hours (4.5 hours) up to a maximum of 10 standard work hours per day on days that an employee is scheduled to work.

E. Flexible Time Bands ("Flex Bands"): Designated hours during which an employee may elect, with supervisory approval, the time of arrival and departure for fulfilling the basic and daily work requirement and/or earn credit hours.

F. Flex Day: Regularly scheduled day(s) off under the Custom Schedule on which no work hours are regularly scheduled.

G. Custom Schedule: A flexible work schedule in which a full-time employee may vary the number of hours they work each day or each week (e.g., work fewer than 8 hours on some days and more than 8 hours on other days and work fewer than 40 hours one week of the pay period and more than 40 hours another week in the pay period as long as the employee works or uses approved leave/LWOP for a total of 80 hours in each pay period). Full-time employees may create, in consultation with their supervisor, a 4/10 or 5/4/9 work schedule with scheduled Flex days. The employee may, subject to the terms of this Article, select a schedule that provides for non-continuous hours during the workday and select their start/stop times within the flex bands as long as the employee works during the Core Hours.

H. Gliding Schedule: A flexible work schedule in which a full-time employee works 8 hours/day, Monday – Friday. The employee may, subject to the terms of this Article, select their start/stop times within the flex bands as long as the employee works during the Core Hours.

I. Tour of Duty: The hours of a day (daily tour of duty) and the days of a workweek (weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek, during which the employee is scheduled to work. The Tour of Duty is the limit within which an employee must complete their basic work requirement and must occur between

Monday through Friday. The earliest time a Bureau employee may begin their tour of duty is 6:00 a.m. local time; the latest a Bureau employee may end their tour of duty is 8:30 p.m. local time.

Section 3 - Work Schedule Requirements and Options

A. All CFPB Work Schedules are flexible schedules and require the following:
   1. Setting a Standard Bi-Weekly Work Schedule (tour of duty): In consultation with their supervisor, all employees must choose the type of schedule they prefer to work and establish a bi-weekly work schedule. Once approved by the supervisor, the bi-weekly work schedule becomes the employee's regular work schedule. At the employee's request, their work schedule may be revised with supervisor approval. If a change in work schedule is required by management to meet business needs, management will first consult with the employee.
   2. Recording Work Hours and Leave: For all employees, time worked (including credit/compensatory time earned and used) and leave taken will be recorded in 15-minute increments on bi-weekly timecards that are approved by supervisors prior to being submitted for payment. Any time during the employee's scheduled workday that the employee is not working must be recorded in the Bureau's timekeeping system by using approved leave, previously earned credit hours, earned compensatory time, administrative leave, and/or LWOP. Supervisors will outline expectations to employees for making their work schedules visible to work colleagues.
   3. Unpaid Lunch Break: Any work schedule that requires more than six consecutive hours of work on a given day must include an unpaid lunch break of 30-60 minutes on that day. The unpaid lunch break does not count toward the fulfillment of the basic work requirement, and cannot be taken at the beginning or end of the employee's daily tour of duty.
   4. Restrictions on Night Work: Management cannot require an employee to establish a flexible work schedule that requires the employee to work on nights (i.e., between

6:00 pm and 6:00 am Monday through Friday). However, an employee may voluntarily request a schedule that may include night work.

a. An employee may choose to establish a work schedule that ends between 6:00 pm and 8:30 pm local time Monday through Friday. However, the schedule must allow the employee the ability to meet their daily work requirement without working past 8:30 pm local time.
b. An employee may voluntarily earn credit hours in excess of their basic work requirement during Night Work hours, with supervisory approval.
c. Any employee who voluntarily establishes a work schedule and/or works Credit Hours between 6:00 pm and 6:00 am is not entitled to Overtime or Premium Pay for that time.

5. Restrictions on Weekend Work:
    a. a. Management cannot require an employee to establish a flexible work schedule that requires the employee to work on weekends.
    b. An employee may voluntarily earn credit hours on weekends with supervisory approval.

B. Gliding Schedule (CFPB Default)

1. Basic Work Requirement: Full-time employees must work 8 hours/day, 40 hours/week and 80 hours/pay period. Part-time employees must work the hours dictated by their specific work schedules in accordance with the Part-Time Employment Article.
2. Tour of Duty: In accordance with the provisions of this Article, employees may select a starting and stopping time for each day, and may vary starting and stopping times daily, within the parameters set forth below. The Tour of Duty must occur between Monday and Friday between the hours of 6:00 am and 8:30 pm in an employee's local time zone.
    a. Workdays: Monday – Friday
    b. Core Hours: Monday – Friday, 10:00 am – 2:30 pm in an employee's local time zone.
    c. Flexible Time Bands for regular Tour of Duty: Monday – Friday, 6:00 am – 10:00 am and 2:30 pm – 8:30 pm in an employee's local time zone.
    d. Additional Flexible Time Bands: Monday through Thursday 8:30 pm to 6:00 am the following morning; Friday 8:30 pm to 11:59 pm; and weekends from 12:00

am Saturday to 6:00 am on Monday in an employee's local time zone. These additional flexible time bands are established only to provide an opportunity for employees to earn credit hours.

C. Custom Schedule(optional)

1. Basic Work Requirement: Full-time employees must work 80 hours per pay period. Part-time employees must work the hours dictated by their specific work schedule in accordance with the Part-Time Employment Article.
2. Tour of Duty: In accordance with the provisions of this Article, an employee may establish a regular work schedule in which the number of hours the employee works varies by day or by week (e.g., work fewer than 8 hours on some days and more than 8 hours on other days and work fewer than 40 hours one week of the pay period and more than 40 hours another week in the pay period as long as the employee works or uses approved leave/LWOP for a total of 80 hours in each pay period). Full-time employees may create, with supervisory approval, a 4/10 or 5/4/9 work schedule with scheduled Flex days. The Tour of Duty must be fulfilled between Monday and Friday between the hours of 6:00 am and 8:30 pm in an employee's local time zone. Once an employee's regular work schedule is approved, the employee is expected to work that schedule on a consistent basis. Employees should request a change (permanent or on an ad hoc basis) in their work schedule as far as in advance as possible. However, supervisors may approve occasional deviations from an employee's approved regular work schedule to accommodate a business need of the Bureau or personal circumstance of the employee.
   a. Workdays: Monday–Friday, except for the Flex Day(s)
   b. Core Hours: Monday–Friday, 10:00 am–2:30 pm in an employee's local time zone. Employees are required to use approved leave, earned credit hours, earned compensatory time, administrative leave, and/or LWOP if they are unable to work during core hours.
   c. Flexible Time Bands for regular Tour of Duty: Monday–Friday, 6:00 am–10:00 am and 2:30 pm–8:30 pm in an employee's local time zone.
   d. Additional Flexible Time Bands: Monday through Thursday 8:30 pm to 6:00 am the following morning; Friday 8:30 pm to 11:59 pm; and weekends from 12:00 am Saturday to 6:00 am on Monday in an employee's local time zone.These additional

flexible time bands are established only to provide an opportunity for employees to earn credit hours.

e. Work Hours: The minimum number of hours per scheduled workday that an employee must work under a Custom Schedule is 4.5 hours and these hours must correspond with the Bureau's core hours. The maximum number of hours per scheduled workday that an employee may work under a Custom Schedule is 10 hours. Employees are required to use approved leave, earned credit hours, earned compensatory time, administrative leave, and/or LWOP if they are unable to work the total number of hours required by their approved schedule.

f. Non-Continuous Work: With supervisory approval, employees may establish a Custom Schedule that allows them to work hours non-continuously without being charged leave. For example, a supervisor could approve an employee to establish a Custom Schedule whereby the employee works 8 hours each day starting from 9:00 - 9:30 am and ending 3:00 - 3:30 pm, and resumes work starting from 4:00 – 4:30 pm and ending from 6:00 – 6:30 pm.

g. Flex Day(s): Employees may designate, with supervisory approval, any Monday or Friday during the pay period as their Flex Day(s). Employees may change their Flex Day(s) to a different Monday or Friday within the same pay period with supervisor approval, when requested in advance.

3. When an employee will attend training or is required to work on a day that would normally be their Flex Day(s), the supervisor will coordinate with the employee to either:

   a. Designate a different in-lieu of Flex Day (must be a Monday, Wednesday, or Friday) during the same pay period; or

   b. If rescheduling the Flex Day during the same pay period is impractical or disruptive to scheduled work activities, then the employee may request to revert to a Gliding Schedule of 8-hour days for the applicable pay period or a Custom Schedule for that pay period as long as the employee will be working during the time of the scheduled training or management ordered work.

   c. As an alternative, the manager will order the employee to work overtime in accordance with the Overtime and Other Premium Pay Policy and Article.

4. Holidays: A full-time employee is excused from work for 8 hours on a Federal holiday, regardless of the number of hours in their regular tour of duty for that day.

Employees normally scheduled to work 9 or 10 hours on a holiday must make up the one or two hours on the other day(s) in the affected pay period or request to use accrued leave, credit hours, compensatory time, or LWOP. Employees may not work on the holiday to make up the additional hour(s). Full time employees who are normally scheduled to work fewer than 8 hours on a holiday must adjust their work schedule to ensure they satisfy the basic work requirement of 80 hours in a pay period.

5. "In-Lieu of" Holidays: When a Federal holiday occurs on an employee's regularly scheduled Flex Day, the employee will take the previous business day as the "in lieu of" holiday. For example, if the employee's Flex Day is a Friday and that is the day of the Federal holiday, the employee will take the previous Thursday as the "in lieu of" holiday.

D. Credit Hours

1. All CFPB schedules are flexible work schedules and all staff are eligible to earn credit hours.
2. Credit hours may be earned during the Flexible Time Bands for Regular Tour of Duty and during the Additional Flexible Time Bands, after an employee has fulfilled their daily, weekly or bi-weekly basic work requirement. The Additional Flexible Time Bands have been established Monday through Thursday 8:30 pm to 6:00 am the following morning; Friday 8:30 pm to 11:59 pm; and weekends from 12:00 am Saturday to 6:00 am on Monday in an employee's local time zone. These additional flexible time bands are established only to provide an opportunity for employees to earn credit hours. However, credit hours cannot be earned while an employee is in a fixed-time training course, receiving holiday pay or while physically in transit to or from a temporary duty location.
3. On an ad hoc basis, an employee will request approval in advance to earn credit hours, and supervisory approval will normally be given if there is work available that can be effectively and efficiently performed during the time the employee has requested to earn credit hours.
4. Supervisors may give blanket approval on a set amount of credit hours that an employee can earn in a pay period without requesting specific approval in advance

up to 2 hours per day. The supervisor will normally give blanket approvals for credit hours in those offices where work is available and can be effectively and efficiently performed at time requested. Any credit hours worked in excess of this blanket approval must be approved by the supervisor in advance.

5. Full-time employees may carry over a maximum of 24 credit hours from pay period to pay period. Part-time employees may carry over a maximum of ¼ of their regularly scheduled hours in each pay period. Credit hours in excess of the carry-over limit must be used by an employee by the end of the pay period or they will be lost.
6. If an employee leaves CFPB with a credit hour balance the employee will be compensated for any unused credit hours at their regular hourly rate of pay, up to a maximum of 24 hours for full-time employees and one-quarter of the employee's bi-weekly work requirement for part-time employees.
7. Employees may only use previously earned credit hours, with supervisor approval, when requested in advance. Use of credit hours will be considered in accordance with the provisions of the Annual Leave Article. An employee may not routinely earn and use credit hours to establish a standard work schedule different from their approved standard work schedule.

Section 4 – Procedures

A. To establish a regular work schedule or to change a previously approved regular work schedule, an employee will submit their requested schedule using a form or system developed by the Bureau and provide it to their supervisor for approval. In submitting their requested schedules for supervisory approval, employees must provide the days they will work each pay period, the number of hours they will work each day, and their Flex Days, if any. Once a regular Work Schedule with approximate starting and ending times is approved by an employee's supervisor, the employee will inform their supervisor of the times they normally plan to start and stop working each day within the Bureau's Flex Bands. Employees may change the time ranges of their normal starting and

stopping times, within the Bureau's Flex Bands, if they inform their supervisors in advance.

B. The supervisor will review an employee's request and determine whether to approve or deny the request.

C. When denying a request for a regular work schedule, the supervisor must document the reason(s) for denial. A copy of the documentation will be retained by the Office of Human Capital (OHC).

D. Annually at the end of the first quarter of the year, OHC will provide NTEU records of all denials of employee requests for a regular work schedule made between January and December of the previous year including: (1) a unique employee identifier of the employee requesting the schedule; (2) the type of schedule requested; (3) the specific days and hours the employee proposed to work; (4) the employee's job title; (5) the employee's division; (6) the employee's office; (7) the employee's region (if applicable); (8) the name of the supervisor who denied the request; (9) the reason(s) given for the denial; and (10) the employee's race, ethnicity (e.g., Hispanic or Not Hispanic), national origin, gender, whether the employee has a disclosed disability status (not the particular disability status) and whether they are over 40 or under 40. Where necessary to protect an individual's privacy rights or other legal rights, redaction or aggregation of data may be employed.

E. Employees will work with their timekeeper to ensure that their approved work schedule is reflected in the Bureau's time and attendance system.

10. Part-time Employment

Section 1

A. The Employer recognizes the principles of the Federal Employees Part-Time Career Employment Act of 1978, 5 USC 3401-3408, which provides for increased part-time career employment opportunities in the Federal Service, and the Employer will comply with the requirements of the Act and the implementing regulations, 5 CFR 340, *et seq*.

B. Part-time employment, including job sharing, will be available to all employees with managerial approval in accordance with the terms of this Article. Job sharing arrangements do not require mutually exclusive schedules and job-sharing employees may be scheduled to be present at the same time. Job sharers are considered individual part-time employees for purposes of their appointment, work schedule, pay, leave, benefits, service credit, record keeping, reduction in force, adverse actions, and grievances. Part-time employees are eligible to work an Alternative Work Schedule and to telework in accordance with the Work Schedules and Telework Articles.

C. Full-time employees may not establish a de facto part-time schedule by requesting recurring leave without pay (LWOP). Employees must request LWOP according to the procedures outlined in the Other Leave Article.

D. The Employer and the Union acknowledge 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.

E. Part-time employees are not exempt from normal job duties and responsibilities or from travel required to complete those duties and responsibilities. Employees' workload will be commensurate with the number of part-time hours worked.

F. Part-time employees have the same rights as full-time employees, except as specifically provided under law, this agreement, rule, regulation, or CFPB Benefits contracts.

Section 2

An employee wishing to work a part-time schedule will submit a written request to his or her immediate supervisor. The employee's request will indicate (a) the proposed number of hours to be worked in a pay period (no fewer than 32 and no more than 64 hours per pay period); (b) proposed daily work hours, including a 30–60-minute, unpaid lunch break for any day in which the employee is scheduled to work for six hours or more; and (c) duration of the work schedule. The request may, at the employee's option, also include a general reason for seeking part-time employment.

Section 3

Employee requests will be handled fairly and equitably in accordance with the standards set out in this Article. 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. Denials of requests for part-time employment or job sharing will be discussed with the employee within a reasonable time. Upon request, the supervisor shall provide the employee with reasons for the denial in writing, normally within fourteen (14) calendar days.

Section 4

The Employer may temporarily increase, decrease, or change the hours of a part-time work schedule based on evaluation of position, work group, employee-related factors and workload, staffing, mission, budgetary, and other business needs. Employees will be provided notice of the need for any change in schedule as far in advance as possible.

Section 5

A. 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.

B. An employee approved for a temporary part-time work schedule may request and return to full-time employment prior to the end of the approved temporary work schedule with supervisory approval.

C. The Employer may require the employee's early return from a temporary part-time schedule to full-time status, or permanent modification of the employee's part-time schedule, if necessitated by the position, work group, employee-related factors and workload, staffing, mission, budget, and other business needs. Employees will be provided notice of the need for a return to a full-time schedule as far in advance as possible.

D. The Part-time Employee must make a written request to convert the temporary part-time schedule to a permanent part-time schedule or to return to a full-time work schedule before the end of the approved temporary work schedule period. Employee requests shall be handled in accordance with the provisions of Section 3, above.

Section 6

The Employer shall not abolish any position occupied by an employee in order to make the duties of such person available to be performed on a part-time basis, nor will a full-time employee be required to accept a part-time work schedule as a condition of continued employment.

Section 7

An employee's part-time status shall not preclude the employee from being selected for promotion through competition or from being promoted on a noncompetitive basis within the career ladder. However, part-time work is prorated for determining qualification requirements. For example, an employee who works twenty (20) hours per week would receive credit for six (6) months of experience at the end of twelve (12) months of work.

Section 8

A. In accordance with law, rule, regulations, OPM, and Federal Reserve Board Plan guidance, part-time employees shall earn a full year of service for each calendar year worked (regardless of schedule) for the purpose of computing dates for the following:

1. Retirement eligibility (in accordance with the appropriate Title 5 or Federal Reserve System Pension Plan rules)
2. Thrift Savings Plan vesting (in accordance with the appropriate Title 5/TSP or Federal Reserve Thrift Plan 401(k) rules)
3. Career tenure
4. Service for retention in accordance with Reduction in Force regulations
5. Completion of probationary period
6. Time-in-grade restrictions on advancement
7. Changes in leave category
8. Merit increase eligibility

B. 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.

C. If, in accordance with the terms of this Article, workload, staffing or mission requirements require a part-time employee to work more hours than the agreed upon part-time work schedule for more than two pay periods, the employee may make a request to the Employer to make the appropriate changes to personnel records to reflect the increase to the employee's part-time hours or schedule, and promptly notify the Office of Human Capital. If an employee objects to working additional hours on a regular basis, the Employer shall attempt to minimize requests to work more than the scheduled part-time hours, unless a change in the employee's work schedule is made in accordance with Section 5C of this Article.

Section 9

If a holiday falls on a day a part-time employee normally works, the employee is paid for the number of hours he or she was scheduled to work. A part-time employee is not entitled to be paid for a holiday that falls on a day the employee is not normally scheduled to work. Part-time employees are also eligible for other categories of leave in accordance with law, rule, regulations, and OPM guidance as well as the Articles on Sick Leave, Annual Leave, and Other Leave.

11. Overtime and Premium Pay

Section 1

The EMPLOYER will continue its practice of indicating each employee's FLSA status on that employee's Standard Form 50.

Section 2

A. An employee covered by the FLSA (i.e., “non-exempt”) will receive overtime compensation in accordance with the FLSA and the EMPLOYER’s Overtime and Other Premium Pay policy.

B. An FLSA exempt employee who is ordered to work overtime will be compensated for overtime work that is ordered and approved in accordance with the FLSA and the EMPLOYER’s Overtime and Other Premium Pay policy.

C. An employee will not be asked or expected to forgo overtime compensation to which he or she is entitled by law, rule and/or regulation.

D. Compensatory time off is approved time off with pay, equal to the amount of overtime worked, in lieu of overtime pay for overtime worked. The Employer cannot require compensatory time off in lieu of FLSA-mandated overtime pay for non-exempt employees.

E. Overtime pay and compensatory time will be earned and used in 15-minute increments.

Section 3

F. For exempt and non-exempt employees, 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.

G. For exempt and non-exempt employees, when overtime is required on an assignment that is not of an ongoing nature as described in Section 3A, overtime may be assigned to employees determined by the Employer to be best qualified to perform the work necessary to be completed. In making this determination, the Employer will consider the following:

1. Knowledge, skills, and ability of the employees (e.g., specific knowledge or experience needed to adequately perform the overtime work); and

2. The nature of the work to be performed on an overtime basis (e.g., whether the work is a standard project that could be shifted to different employees; whether a particular employee is heavily involved in the work to be done or has specific knowledge necessary for the work to be completed).

H. Except where overtime must be worked by a specific employee or employees pursuant to the Employer's determination made pursuant to Section 3A or 3B, if there are more employees who meet these criteria than are needed for the assignment, the following procedures will apply:

1. When overtime is required, the Employer first will determine which employees within the work unit where the assignment is to be completed are qualified to do the overtime assignment. The Employer then will seek expressions of interest from that group of employees.

2. 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 determined by years of service at the Bureau.

3. 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 determined by years of service at the Bureau.

4. In order to optimize rotation of voluntary and involuntary overtime assignments among qualified employees, when the Employer is making overtime assignments pursuant to Section 3C, overtime assignments will normally be limited to ten (10) hours per week per person.

I. An employee may, 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 to the EMPLOYER, the request may be denied.

J. The EMPLOYER will make available to the UNION, upon request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution.

K. When scheduling an overtime assignment, the EMPLOYER will provide an employee advance notification as soon as practicable.

Section 4

Employees required to be on stand-by duty will be compensated in accordance with applicable law and regulation.

Section 5

The EMPLOYER will seek to avoid overtime assignments that result in employees working excessively long periods without a day off.

Section 6

When an employee must perform work or duties that are not consistent with the employee's primary duties for a period exceeding thirty (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.

12. Remote, Telework, and Hybrid Programs

Section 1 – Purpose

The Remote, Telework, and Hybrid Program allows employees to work at pre-approved work locations to include a Bureau facility, telework location or remote duty station. Based on their approved work location, employees are considered either Office Primary, Telework Primary or Remote employees. The Remote, Telework, and Hybrid Program facilitates the accomplishment of work and supports CFPB operations by allowing employees to continue working during inclement weather, emergencies, or situations that may disrupt normal operations, while also supporting employee work-life balance by reducing commute time, accommodating personal circumstances, and improving the Bureau's ability to recruit and retain a high-quality workforce in a competitive job market.

Section 2 – Policy

CFPB supports work location and telework arrangements that are practical, support the CFPB mission, and do not diminish performance or Bureau operations. Employees and supervisors are expected to follow the terms of this article when requesting and approving work location and telework arrangements.

Section 3 – Definitions

A. Bureau facility refers to any location managed by the Bureau, including headquarters and all regional offices.
B. Work Location Designation is a term assigned to employees based on the percentage of time an employee works in a Bureau facility. Available work location designations include:

1. Office Primary describes a hybrid work arrangement where an employee routinely works in a Bureau Facility 50% or more of time each pay period (and teleworks less than 50 percent in each pay period).

2. Telework Primary describes a hybrid work arrangement where an employee routinely teleworks at an alternate worksite greater than 50% of their time and up to 100% of their time each pay period (and is in a Bureau facility less than 50% of the time in each pay period). a. 100% Telework is a distinct category of Telework Primary where an employee routinely teleworks at an alternate worksite full-time but is required to perform work at a Bureau facility occasionally and on an ad hoc basis.

3. Remote describes a work arrangement in which an employee is approved to perform their official Bureau duties at an approved location (e.g., their home) within the contiguous United States (US) that can be located outside the locality pay area associated with the Bureau facility to which they would otherwise be assigned on a permanent or temporary basis. Remote employees are rarely expected to physically report to a Bureau facility.

C. Telework is a voluntary work arrangement in which an employee requests and receives supervisory approval to perform officially assigned duties at an approved alternate worksite other than a Bureau facility during regular work hours. Employees are not "teleworking" when they are on official travel. An employee whose official duty station is their home or other approved remote location is not teleworking when they are working from their home or other approved remote location. Types of telework include routine (up to 100%), situational, and extended situational.
   1. Routine Telework (up to 100%) occurs when an employee teleworks on a recurring basis on a set schedule.
   2. 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 condition, or Continuity-of-Operations Plan (COOP) requirements.

3. Extended Situational Telework occurs when an employee teleworks continuously for an extended period (31 days – 6 months) as a result of a particular medical or personal situation.

D. Unscheduled Telework may occur when the Office of Personnel Management, the Bureau, 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.

E. Official Worksite is the permanent or temporary duty station to which an employee is assigned by management, such as the employee's official duty station, a Bureau facility, a financial institution, or other temporary duty location.

F. Alternate Worksite is the physical location where an employee is approved to telework. For employees whose official duty station is a CFPB headquarters or regional office, the alternate worksite may be the employee's home or another approved location. For employees whose official duty station is their home or other approved remote location, the alternate worksite will be another approved location.

G. Official Duty Station is the duty station documented in official personnel records for the employee's position of record. Management determines an employee's official duty station based on the location where the employee performs their job duties.

H. Family Member, for the purposes of this Article, is an employee's:
   1. Spouse/domestic partner and their parents;
   2. Sons and daughters, and their spouses/domestic partners;
   3. Parents and their spouses/domestic partners;
   4. Brothers and sisters, and their spouses/domestic partners;
   5. Grandparents and grandchildren, and their spouses/domestic partners;
   6. Any individual related through blood or affinity whose close association with the employee is the equivalent of a family relationship.

I. 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.

Section 4 – Designating Work Locations

A. Bureau employees are eligible for Work Location Designations as outlined below. Management will determine work location designations based on the duties of the employee's position and the extent to which those duties can be effectively performed remotely without disruption to mission, staffing or workload requirements, consistent with the provisions of this article. Employees, in consultation with their supervisor, identify their preferred work location based on their position's work location eligibility.
   1. Office Primary: The duties of the position are such that the employee must routinely perform work in a Bureau facility 50% or more of the time (and teleworks less than 50%).
      a. Employees encumbering a position designated as Office Primary will select Office Primary as their work location designation. All Bureau employees are eligible to select an Office Primary designation unless their position has been designated as Remote for business reasons.
      b. Official Worksite/Duty Station: The Bureau Facility (CFPB HQ or Regional Office) to which the employee is assigned.
      c. Locality Pay: Office Primary employees receive the locality pay that is associated with the Bureau Facility to which they are assigned.
      d. Telework Eligibility: Eligible for situational, extended situational, and routine telework. Routine telework must be less than 50% of time each pay period.
      e. Equipment: Standard equipment will be provided at the official worksite. This includes a laptop, laptop charger, mobile phone, mobile phone charger, laptop bag, monitor(s), docking station, noise-cancelling headphones, headphone charger, wired mouse and wired keyboard. No additional equipment will be provided for the telework location.
   2. Telework Primary:
      a. Employees encumbering a position designated as Telework Primary can select either Telework Primary or Office Primary as their work location designation. Telework Primary employees may be eligible for up to 100% telework based on the duties of their position.
      b. Employees approved for 100% telework occupy positions whose duties can be effectively performed from an alternate worksite without the need for the

employee to routinely perform work at a Bureau facility each pay period. 100% Telework employees normally work from home full-time but may be required to perform work at a Bureau Facility, occasionally and on an ad hoc basis.

c. Official Worksite/Duty Station: The Bureau Facility (CFPB HQ or Regional Office) to which the employee is assigned.
d. Locality Pay: Telework Primary employees receive the locality pay that is associated with the Bureau Facility to which they are assigned.
e. Employees approved for 100% telework must telework in the locality area of the Bureau facility to which their position is assigned the majority of the time.
f. Employees who choose to telework outside the locality area of the Bureau facility to which their position is assigned must normally report to that facility at least twice each pay period.
g. Employees who encumber a remote eligible position but are designated as Telework Primary with 100% telework because they plan on working in the locality area of their assigned Bureau facility will be treated the same as remote workers except with respect to the designation of their official duty station, as provided in subsection 4f below and with respect to travel. Time and expenses for travel between the employee's telework location and the Bureau facility to which their position is assigned will not be compensated. Time and expenses for official travel to other sites within the locality area will be compensated in accordance with the Travel Article and other applicable policies.
h. Telework Eligibility: Eligible for situational, extended situational, and routine telework (up to 100%). Routine telework constitutes greater than 50% of time each pay period.
i. Equipment: Standard equipment will be provided at the official worksite. This includes a monitor, docking station, wired mouse, and wired keyboard. For employees routinely teleworking between 50% and up to 100% of the time, equipment provided for the primary telework location includes a laptop, laptop charger, mobile phone, mobile phone charger, laptop bag, monitor(s), docking station, wired mouse and wired keyboard.
    1. In addition to the equipment provided for the primary telework above, employees approved for 100% Telework will also be provided with a

multifunction home printer/scanner, shredder, and locking file cabinet, upon request. 100% Telework employees are also eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11.

3. Remote: The duties of the position can be performed effectively from a remote location with the employee rarely needing to perform work at or near a Bureau facility. Remote employees work 100% from home at locations outside of the locality area of the Bureau facility to which their position would otherwise be assigned. The provisions of the Telework Program outlined in Sections 5, 6, and 7 of this Article apply to all Remote employees.
    a. Employees encumbering a position designated as Remote can select Remote, Telework Primary, or Office Primary as their work location designation.
    b. Official Worksite/Duty Station: The employee's home or other approved location.
    c. Locality Pay: Remote employees receive the locality pay that is associated with their home or other approved location.
    d. Telework Eligibility: Eligible for situational and extended situational telework.
    e. Equipment: Standard equipment will be provided at the remote worksite. This includes a laptop, laptop charger, mobile phone, mobile phone charger, laptop bag, monitor(s), docking station, mouse and keyboard. Upon request, Remote employees will also be provided with a multifunction home printer/scanner, shredder, and locking file cabinet. Employees are eligible for chair/desk reimbursement every 4 years under the terms of Article 8, section 11.
    f. Employees who encumber positions identified as remote eligible who plan to live and work in the locality area of the CFPB facility to which their position would otherwise be assigned and would like to work from home can request a telework primary work location designation and 100% Telework. Employees will not be approved for a remote work location while they work and live within the locality area of the CFPB facility to which they would otherwise be assigned. In the event the employee decides to relocate outside of the locality area (without a change in position), they will be approved for a change in remote work location designation at any time by submitting a work location designation change consistent with the Employee-Initiated Requests for Change in Duty Station Article.
    g. Any change to a remote duty station of an employee assigned to a position with extensive travel requirements (as outlined in the employee's position description)

must meet the requirements set forth in the Employee-Initiated Requests for Change in Duty Station article.

1. Employees in an approved remote duty station location as of the effective date of this Article that do not meet the additional evaluation requirements under the Employee-Initiation Request for Change in Duty Station (Article 22) will be allowed to retain their current remote duty station location as long as they remain at their current location or within 30 miles of that location.

h. Employee-Initiated Requests: An employee may initiate a voluntary request for remote work in accordance with the Employee-Initiated Requests for Change in Duty Station article.

i. Employees encumbering positions designated as home duty-stationed at the time of the Work Location Designation and Selection Process will be entitled to select a remote work location designation as part of that process as described in section 4.C below.

B. Periodic Address & Contact Info Update: Employees are required to verify and maintain the accuracy of their address and personal contact information in HRConnect. The Bureau will send periodic communications and reminders to employees to remind them to confirm or update their address to ensure employees are informed of this expectation.

C. Initial Work Location Designation and Selection Process:

1. Position Designation - Within 45 days of the effective date of this agreement, management will complete a review of all bargaining unit positions to determine each position's eligibility for the different Work Location Designations and create a spreadsheet of the designations.[1] For any position not designated as eligible for a Remote designation, management will identify the duties of the position (if any) that must be performed onsite. Management will provide a copy of

[1] Management has met its obligation of reviewing all bargaining-unit positions to determine each position's eligibility for the different Work Location-Designations within 45 days of the effective date of the 2022 CFPB Next Agreement.

the spreadsheet containing Work Location Designations for each position including the additional information described above to NTEU no later than 10 days after the list is finalized.

2. Employee Notification - Within 10 business days after Management finalizes the position designation eligibility list, Management will inform all employees of their eligibility for each type of Work Location Designation.

3. Employee Work Location Designation Selection - Once Management has notified all employees of their Work Location Designation eligibility, employees will select their preferred Work Location Designation based upon their eligibility using an application in ServiceNow. Employees will be given 20 days to submit their choices. All Employees will be required to submit:

a. Employee's chosen Work Location Designation;

b. Employee's preferred work schedule (including telework days if applicable);

c. Location at which employee intends to telework or be duty stationed (if eligible for Remote); and

d. For any employee who will be participating in remote work or telework:

1. A completed Home Safety Checklist, and

2. A completed Remote/Telework Agreement.

4. Employees will discuss their telework plans with their supervisor. Managers will apply the standards set forth in this Article when reviewing employee telework schedule requests.

5. Implementation of new Work Location Designations - Once employees have selected their Work Location Designation, Management will conduct the following actions to implement those selections:

a. For employees who have elected to be Remote: Management will review the selections and process any personnel actions needed to effectuate the new duty station location (if necessary) within 30 days.

b. For all other employees: Management will conduct and complete the procedures for space allocation and seat selection set forth in the Work Space and Parking Article.

6. Telework and Remote Work Agreements: The information captured in the employee Telework Agreement and Remote Work Agreement will be consistent with the terms of this Article. A copy of these forms will be provided to NTEU for review at least 21 days prior to implementation.

D. An employee may request a change to their work location at any time in accordance with the Employee-Initiated Requests for Change in Duty Station (Article 22).

E. Management may change a position's work location designation eligibility based on the standards set forth in this Article when necessary to address a change in business needs of the Bureau that is not temporary in nature. Management will provide reasonable advance notice (normally at least 60 calendar days) to NTEU and the affected employee(s) prior to making any changes to the eligibility of a particular position that results in geographic reassignments. Such notice will identify the change in business needs necessitating the change in work designation eligibility. NTEU may request a briefing on this matter and bargaining over impact and implementation in accordance with the Midterm Bargaining Article, to the extent required by law and the terms of this Agreement. A change in an employee's remote work eligibility that results in a geographic change in duty station will be considered an involuntary reassignment, and relocation expenses will be provided to eligible employees in accordance with the Federal Travel Regulations.

F. On-Going Work Location Designation and Selection:
   1. For any newly created positions, Management will identify the Work Location Designation eligibility for each position consistent with terms and provisions of this Article.
   2. Announcements of all new vacancies, details, and promotion opportunities will indicate the work location designation for which the position is eligible.
   3. New employees will be instructed to submit their work location preferences including duty station location, if applicable, as part of the new employee on-boarding process. The Bureau will make every effort to finalize new employees' work location preferences prior

to their first day of work. If the Bureau is unable to finalize a new employee's preference within that timeframe, the employee may request, and the Bureau will authorize a default telework arrangement of situational telework until the employee's work location preferences are finalized.

G. Impact on Work Preferences When an Employee Changes Permanent Positions (e.g., Transfer, Promotion, or Reassignment): Employees who permanently change positions (e.g., apply and are selected for a permanent position in another division or office) will be required to align their work preferences to the work location and telework practices of the receiving office and/or the requirements of the new position.

H. Impact on Work Preference When an Employee Changes Positions Temporarily (e.g., Details, Temporary Promotions): In order to ensure all employees have the same opportunities, divisions and offices seeking to fill positions temporarily will make those opportunities broadly available by allowing for the most flexible Work Location Designation possible. Employees applying for a detail or temporary promotion should consult the vacancy announcement to determine the Work Location Designations for which the position is eligible. Employees must consult with their new receiving office to determine whether they can maintain the same Work Location and telework arrangements or will need to alter them to meet the needs of the receiving office.

I. Effects on Terms of Employment: Participation in telework or remote work does not alter the terms and conditions of employment, including, but not limited to, an employee's base salary, benefits, individual rights or obligations. All employees will receive the same treatment and opportunities with regard to awards and recognition, development opportunities, and promotions regardless of the employee's chosen work location designation.

J. Employees are expected to fulfill their daily work requirement, as defined in the Work Schedules Article, in a Bureau Facility on days they have scheduled as in-office workdays. For example, if an employee is scheduled to work from a Bureau Facility on Mondays from 8:00 am to 2:30 pm (includes a 30-minute unpaid meal break), six hours of work will be performed from the Bureau Facility. Any change to the regular work schedule must be approved by the supervisor in accordance with the Work Schedules Article. 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, or LWOP).

K. Overtime, Compensatory Time, and Credit Hours: CFPB's policies regarding overtime and other premium pay and alternative work schedules apply to all employees regardless of their work location. Employees must not work overtime hours without pre-approval in writing from their supervisors. Employees working on a flexible work schedule may earn credit hours by voluntarily electing to work hours in accordance with the Work Schedules Article.

L. Alternate Worksite Materials and Equipment: CFPB will provide equipment as outlined in this section of this article. CFPB is not responsible for operating costs (e.g., home maintenance, insurance, internet access, or utilities) that may be associated with a teleworker's use of their home as an alternate worksite or a remote worker's use of their home as an official worksite. If an employee's internet is not available, they may connect their CFPB laptop to the internet using the hotspot on their CFPB iPhone.

M. Injury Compensation: Employees who telework or work remotely may be covered by the Federal Employees' Compensation Act if they are injured in the course of performing official duties at an approved alternate worksite or remote worksite. A teleworking or remote employee must immediately notify their supervisor of any accident or injury that occurs at the remote worksite or alternate worksite and must submit the required forms and associated documentation to the Department of Labor Office of Workers' Compensation Program (OWCP).

N. Work Assignments and Performance: Teleworking and remote employees must complete all work assignments according to guidelines and standards set forth in their performance plans. Teleworkers and remote employees will be evaluated consistent with the CFPB performance management program and will be treated the same as Office Primary employees with regards to performance management.

Section 5 – Telework Eligibility

A. All CFPB positions and employees are eligible to be considered for telework.

B. Management will determine how much telework is appropriate by evaluating each situation to determine the optimum work arrangement and ensure that telework does not diminish employee performance or CFPB operations and is consistent with the provisions of this article. This includes consideration of information security and portability or availability of work materials.

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

1. Has been officially disciplined within the 2 years prior to the telework agreement, for being absent without approved leave for more than 5 days in any calendar year; or
2. 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).

D. The following criteria will be considered when evaluating employee requests for telework:
   1. The proposed telework arrangement is consistent with the operational needs of the Bureau.
   2. The 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.
   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.
   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.

E. 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:
   1. 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);
   2. Responsibility for security or building operations of CFPB Facilities;
   3. 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);

4. Face-to-face contact (with other employees, internal Bureau customers, external stakeholders, etc.).

F. Management has a right to discuss potential telework agreements, arrangements, and this Article with the employee. Denials and terminations of Telework Agreements (in whole or in part) will be based on the factors listed in this Section of the Article. Denials and terminations will be discussed in advance with the Office of Human Capital and the reasons for denial or termination (in whole or part) will be shared with the employee in writing upon request.

G. When denying a request for telework, the supervisor must document the reason(s) for denial. A copy of the documentation will be retained by the Office of Human Capital (OHC).

H. Annually at the end of the first quarter of the year, OHC will provide NTEU records of all denials of employee requests for telework including: (1) a unique employee identifier of the employee requesting telework; (2) the type of telework requested; (3) the amount of telework; (4) the employee's job title; (5) the employee's division; (6) the employee's office; (7) the employee's region (if applicable); (8) the name of the supervisor who denied the request; (9) the reason(s) given for the denial; and (10) the employee's race, ethnicity (e.g., Hispanic or Not Hispanic), national origin, gender, whether the employee has a disclosed disability status (not the particular disability status) and whether they are over 40 or under 40. Where necessary to protect an individual's privacy rights or other legal rights, redaction or aggregation of data may be employed.

I. Telework as a reasonable accommodation: The Office of Disability and Accessibility Programs will analyze and evaluate an employee's request for telework as a reasonable accommodation for a disability under applicable law and procedures governing such requests. Such requests should be referred to the Reasonable Accommodation Coordinator per the CFPB Reasonable Accommodation Policy.

Section 6 – Telework: Program Parameters

A. Participation: Participation in the Telework Program is voluntary on the part of the employee and discretionary on the part of management. Supervisors may require specific days when employees will be required to report to their duty station as part of their Telework Agreement when necessary to meet mission needs. An employee may request

to terminate or modify a telework agreement at any time. Employees who participate in telework must ensure that work can be accomplished as efficiently and effectively at the alternate worksite as in the office environment. The parties recognize that the ability to telework is not a right; it is a benefit granted to employees consistent with the provisions of this Article.

B. In-Person Requirements: There may be situations that require employees to accomplish work duties in-person on-site at a Bureau Facility or other work-related event or meeting location. Supervisors may require employees to report to work in-person to meet business needs. Continued participation in the Bureau's Telework program is contingent upon employee adherence with in-person requirements. Supervisors will provide at least two full business days' notice whenever possible requiring in-person attendance. Employees will attend all required in-person events unless they have pre-approved leave scheduled for that time. In the event the employee cannot attend the required in-person event, the employee must notify their supervisor of the circumstances. A telework employee who is required to report to the office on a regularly scheduled telework day may request to telework on an alternate day.
C. Routine Telework: Routine telework arrangements range in frequency from one to five days per week (100% telework). Telework Primary employees will have a routine telework arrangement in place. Office Primary employees may request a routine telework arrangement for days when they are not in a Bureau Facility office.
    1. Employees may request to telework up to 100% pending any in-person office requirements and business norms that facilitate work completion or collaboration. Absent exigent circumstances employees will receive at least 2 business days notice when required to come into the office on scheduled routine telework days. Employees who are designated as Telework Primary and will telework 100% must perform work at the primary alternate worksite within the locality pay area associated with their duty station. For example, if an employee's duty station is Washington DC, their primary alternate worksite must be located within the locality pay area of Washington, DC as defined by OPM.
2. 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.

3. Employees approved for routine telework remain eligible to request additional instances of situational telework, subject to the terms of this Article.
4. Employees may request supervisory approval to move their routine telework day(s).

D. Situational Telework: Employees must request supervisory approval for each instance of situational telework. The employee will request such approval in advance, except when the Bureau's operating status announcement states that unscheduled telework is authorized or in exigent circumstances or cases when the need for situational telework could not have been reasonably anticipated. When such an announcement is made, employees must notify their supervisors prior to the start of the employee's regular workday that they will be teleworking.
   1. Situational telework requests must not exceed 30 consecutive calendar days.
   2. If employees have established a routine telework agreement, they must notify their supervisor when they are working from the alternate worksite outlined in a situational telework agreement if the alternate worksite is different from the location outlined in the routine telework agreement.
   3. Employees who are authorized for 100% telework may work from an approved secondary alternate worksite outside of their locality pay area so long as the total amount of time spent teleworking at the secondary alternate worksite (outside of the designated locality pay area) does not exceed a total of six months in a 12-month period.

E. Extended Situational Telework: Employees may request to work from an alternate worksite for an extended period of time due to a personal reason or a medical situation.
   1. Extended situational telework may be approved for 31 calendar days up to 6 months without a change in duty station or locality pay. The Office of Human Capital will assess whether an employee's request for situational telework that is for more than 6 months may necessitate a temporary or permanent change in the employee's official duty station, and whether a change in official duty station is possible in accordance with the terms of this article.
   2. If an employee requests Extended Situational Telework because of a medical situation (e.g., a request to telework during an employee's recovery from a broken bone or

while assisting with a parent's recovery from surgery), the employee must submit medical documentation from a health care provider supporting the request to the WorkLife team in the Office of Human Capital. If the employee is requesting extended situational telework for their own medical need, they must provide medical documentation from a healthcare provider that includes a recommendation that the employee perform telework and the dates that the employee will require telework. If the request for extended situational telework is to provide care for a family member, employees must provide medical documentation from the family member's health care provider that states the dates that the family member will require care. Employees will not be required to disclose their or their family member's medical condition to support a request for extended situational telework. Requests for Extended Situational Telework for non-medical circumstances will be evaluated on a case-by-case basis.

Section 7 - Telework Procedures

A. Employee Responsibilities. To participate in the Telework Program, employees must:
   1. Complete the Telework Fundamentals Training Program.
   2. Execute a Telework Agreement with their first-level supervisor and maintain a record of the agreement.
      a. For any alternate worksite, the employee must complete, sign, and submit a Telework Home Safety Checklist to their supervisor;
      b. If the telework request is because of a medical situation, the employee must submit any applicable medical documentation, as described in the Telework Program Parameters section above, to the WorkLife team of the Office of Human Capital;
      c. Telework agreements remain in force until canceled by the employee or supervisor. If an employee on a Telework Agreement is promoted, reassigned or detailed to another position, a new Telework Agreement is required.

3. Engage in official work during telework hours; be routinely and easily accessible to supervisors, colleagues, and customers during official duty hours; and respond to email, instant chats and video calls through web conferencing technology and telephone calls;
4. Recognize that adjustments may need to be made to Telework Agreements in order to facilitate the accomplishment of CFPB work;
5. Safeguard information and data handled while teleworking;
6. Ensure a safe, viable workstation to perform required duties by meeting requirements outlined in the Safety Checklist;
7. Accurately account for telework hours in the Bureau's official timekeeping system by designating such hours as routine or situational telework. The rules governing the use of leave apply during telework. An employee's time and attendance record is the official record of all telework hours worked;
8. Accurately account for work and tasks performed during telework, as may be required by the supervisor;
9. Discuss telework changes with the supervisor and initiate a modified Telework Agreement, if appropriate, including when an employee intends to telework from a location that is different from their approved alternate worksite.

Section 8 - Dismissals and Closures:

A. The provisions below apply to CFPB employees who are scheduled to perform work in a Bureau Facility including Remote employees on temporary duty (TDY) location to a Bureau Facility on the day that a dismissal or closure is authorized for that facility.
   1. If the Bureau Facility is closed, employees with a Telework Agreement in place will be required to work from the alternate worksite designated on their Telework Agreement.
   2. Employees who are TDY to the Bureau Facility that day should contact their supervisor to determine whether there is an alternate location (e.g., hotel room) where they can be approved to work. If an alternate location cannot be established, management may excuse the employee from work in accordance with Bureau policy as appropriate.

B. If the teleworking employee's alternate worksite or a Remote employee's duty station is affected by an emergency, the employee may be excused from work in accordance with CFPB operating status instructions.

1. When an emergency affects only the teleworker's alternate worksite management may require the teleworker employee to report to the official Bureau Facility worksite, or allow a Telework employee to take unscheduled leave as appropriate, or excuse a Telework employee from work in accordance with Bureau policy as appropriate.
2. When an emergency affects only the remote duty station, management may allow a Remote employee to take unscheduled leave as appropriate, or excuse the Remote employee from work in accordance with Bureau policy as appropriate.

13. Workload Management

Section 1

The EMPLOYER will assign work in accordance with 5 USC § 7106(a), applicable laws, rules, and regulations and the EMPLOYER's mission, staffing, and workload requirements.

In assigning work, the EMPLOYER 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.

Section 2

The EMPLOYER will notify employees of examinations or other assignments requiring overnight travel as far in advance as practicable, generally at least two weeks in advance. Such notice will generally include the date of the assignment. 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. Scheduled examinations or other assignments may be subject to change on short notice based on mission-related exigencies.

Section 3

An employee may request a meeting with his/her immediate supervisor to discuss the employee's request for a workload adjustment. If the immediate supervisor agrees that a change is appropriate, he/she will make a reasonable effort to adjust work assignments, prioritize work assignments, and/or adjust time frames.

Section 4

Changes in employee workload or work assignments which have more than a de minimis impact are subject to the requirement to provide the UNION with notice and the opportunity to bargain prior to implementation, consistent with the provisions of 5 U.S.C. Section 7106 and the Mid-term Bargaining Article of this Agreement.

14. Travel

1. General Topics

A. Purpose

This Article establishes rules governing travel on CFPB business, which is defined as Official Travel. Travel policies and other guidance consistent with this Article will be consolidated in this document or referenced, as applicable. When employees conduct official travel for the Bureau, they must comply with this Article. If there is a conflict between this Article and other policies or guidance, this Article shall govern. CFPB follows the Federal Travel Regulations (FTR), 40 CFR §300-304, and GSA SmartPay regulations, except where otherwise provided in this Article.

B. Definitions

1. Actual Lodging. Lodging costs that are higher than the established per diem rate at a TDY.

2. Alternate Travel. Any travel that differs from the official travel ordered for personal reasons, such as: travel to the TDY from a location other than the Duty Station; travel from the TDY to a location other than the Duty Station; travel by a mode of transportation other than what is most advantageous to the government; travel to/from the TDY is interrupted for personal reasons, (i.e., a stop-over); etc.

3. Approving Official (AO). The AO is the person authorized to order travel, review, and approve travel Authorizations, Vouchers, and Local Vouchers within the Bureau's Electronic Travel System (ETS). The AO may be an individual's supervisor, a manager within the organization or a non-supervisory employee (such as a Regional Travel Specialist) who has a specific delegation of authority from the CFPB's Chief Financial Officer (CFO).

4. Business Justification. A comment that captures the reasoning behind a travel decision, which may include a Cost Comparison.

5. Car Service. A third-party company that offers on-demand, chauffeured transportation (distinguished from a Ride-Sharing Service, defined below).

6. Centrally Billed Account (CBA). Account established by the Bureau to pay for official government travel expenses as provided in this Article.

7. City-Pair. The two airports for a specific route designated through the GSA City-Pair Program.

8. Comment. Additional information about a specific expense or trip that explains the Traveler's decision or circumstance.

9. Common Carrier. Private-sector supplier of air, rail, or bus transportation. This is the default method of official travel, except as provided under the terms of this Article.

10. Contract Carrier. The airline which won the General Services Administration (GSA) contract for a specific city-pair route.

11. Cost Comparison. A document that compares the costs of the available travel options to come to a decision on which travel approach is most advantageous to the government.

12. Duty Hours. Regularly scheduled hours, excluding overtime hours, an employee is required to work each day or to account for by using leave, previously earned credit hours, compensatory time, or excused absence, or Leave Without Pay (otherwise known as Daily Work Requirement).

13. Duty Station. Duty Station is the address, city/town, county, and State where the work activities of the employee's position of record are based.

14. Electronic Toll Collection System. A system for the automated collection of tolls on roadways and bridges.

15. Electronic Travel System (ETS). CFPB's designated automated system for booking official travel, authorizing official travel, and reimbursing official travel expenses.

16. Fiscal Year. The accounting period begins on October 1 and ends on September 30. It is designated by the calendar year in which it ends.

17. Gainsharing Program. An incentive program in which CFPB employees are rewarded for specific means of reducing costs during official travel.

18. Global Entry. A trusted traveler program of the U.S. Customs and Border Protection service that allows pre-approved, low-risk travelers to receive expedited clearance upon arrival into the U.S. Includes TSA Pre✓.

19. Good Standing. The Government travel card account is current on payments and is not suspended or closed.

20. Government Contract Carrier – Capacity Fare. Discounted government airfare offered by the contract carrier that is fully refundable and fully changeable. The lower-cost capacity fare ticket is identifiable through a three-letter fare basis code with CA (Contract Award) as part of it. The first letter of the three-letter fare basis code will vary by airline (e.g., QCA, LCA).

21. Government Contract Carrier – Government Fare. Government airfare offered by the contract carrier that is fully refundable and fully changeable. These contract fares are identified by the fare designator "YCA."

22. Government Fares. Fares available only to travelers on travel for official government business.

23. Government Travel Card (GTC). An account established at the request of the travel office for an individual traveler's official government travel expenses. Also referred to as an individually billed account (IBA).

24. Intervening Weekend. The two-day weekend in the middle of a two-week trip.

25. Justification. Additional information required by the ETS audit function.

26. Laundry. Includes dry cleaning, laundry service, coin-operated machines, and purchase of required laundry products at the TDY.

27. Local Travel. Travel that occurs when the traveler is assigned to work at a location less than or equal to 40 miles away from his or her official Duty Station.

28. Lodging. Expenses, except lodging taxes in the US, for overnight sleeping facilities, baths, use of a room during daytime, telephone access fee, and service charges for fans, air conditioners, and heaters furnished in the room.

29. Logistics Memo. A management-issued document describing logistics expectations for a specific assignment involving travel.

30. Meals & Incidental Expenses (M&IE). A daily financial allotment based upon a specific, ordered location for meals and incidentals. Meals are breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverages and entertainment expenses). Incidental expenses are fees and tips given to porters, baggage carriers, hotel staff and staff on ships.

31. Non-Local Travel. Travel that occurs when the traveler is assigned to work at a location more than 40 miles away from his or her official Duty Station.

32. Non-Contract Carrier – Government Fare. Government fares offered by airlines that were not awarded the contract for a particular city-pair route. These fares are generally fully refundable and fully changeable. If the fare is not fully refundable and/or fully changeable, it will be noted as such in the fare description.

33. Official Passport. An official government passport ("red passport") that must be used when travelling internationally on official business.

34. Official Travel Orders. An approved authorization, or prior written management directive, serves as proof that management ordered the official travel.

35. Official Travel. Management-ordered assignment that requires an employee to travel to and from one or more Temporary Duty Location(s).

36. Per Diem. A daily payment instead of reimbursement for actual expenses for lodging (excluding taxes) and M&IE. GSA establishes rates for destinations within the Continental United States. The Department of Defense establishes rates for non-foreign U.S. sites such as Alaska, Hawaii, Puerto Rico, and Guam. The Department of State establishes the rates for foreign destinations.

37. Personal time. Non-duty time, e.g., Evenings, Weekends, Federal holidays, and leave.

38. Privately Owned Vehicle (POV) – Any vehicle such as an automobile, motorcycle, aircraft, or boat operated by an individual that is not owned or leased by a Government agency, and is not commercially leased or rented by an employee under a Government rental agreement for use in connection with official Government business.

39. Public Fare on a Non-Contract Carrier. A publicly available fare offered by a carrier that was not awarded the contract for a particular city-pair route.

40. Public Fare on Contract Carrier. A publicly available fare offered by a contract carrier.

41. Public Fares. Fares available to the general public.

42. Ridesharing Service. A third-party company that connects passengers to drivers for on-demand transportation (e.g., Uber, Lyft, SideCar).

43. Shared Car Services. Membership-based service that offers members access to a dispersed network of shared vehicles (e.g., Connect by Hertz, CityCar, CityShare, Zipcar).

44. Standard of Care. Travelers must exercise the same care in incurring travel expenses that a prudent person would exercise if traveling on personal business.

45. Temporary Duty Location (TDY). An ordered work location more than 40miles away from an employee's official duty station, where the employee is authorized to travel.

46. Transportation Hub. A place where passengers and cargo are exchanged between vehicles or between transport modes (e.g., airport, bus station, train terminal, ferry slips).

47. Travel Management Company (TMC). The designated third-party vendor for official travel support, including making, changing, and cancelling reservations.

48. TMC Fees (Travel Fees). Fees that the travel management company charges to assist Travelers with booking transactions, such as making new reservations, changing reservations, and cancelling reservations.

49. Travel rewards. External travel vendor benefit programs that provide points or other measures that are accumulated by members.

50. Traveler. An employee who travels on government business.

51. Trusted Traveler Programs. Risk-based programs through the Department of Homeland Security that facilitate the entering of pre-approved travelers (e.g., TSA Pre✓ and Global Entry).

52. TSA Pre✓. A trusted-traveler program of the Transportation Security Administration that allows pre-approved, low-risk travelers to pass through an expedited security screening at certain U.S. airports.

53. Visa. A stamp placed in the passport, issued by the foreign consular officials at the Embassy of the foreign country that indicates that country's approval of the traveler's visit and granting permission for the traveler to enter that country for a specific time duration.

54. Voucher. A method of seeking reimbursement for the actual, allowable costs of official travel.

C. Official Travel

There are two types of official travel between a traveler's Duty Station and the TDY(s): non-local travel and local travel.

D. Government Travel Card

All employees traveling for CFPB must obtain and use an individually billed government travel card for travel expenses incurred while on official business, unless charged to the CBA in circumstances discussed below. Cardholders must adhere to the GSA SmartPay regulations on the use of the card and complete required training once every three years.

Cardholders must pay statement balances promptly and keep accounts current. Travelers must reconcile travel card statements to ensure proper payments are received by the travel card company and to detect unauthorized transactions. Travel Card account maintenance should occur during duty hours as a required official duty. Undisputed charges on the travel card must be paid in full by the statement billing due date.

For all employees, failure to adhere to applicable regulations and CFPB policy may result in discipline, up to and including removal. Where travel is an essential duty, failure to maintain a Government Travel Card in good standing may result in removal.

While on TDY status, travelers are required to use the government travel card for the following expenses:

- Common carrier transportation to/from the TDY
- Lodging
- Rental cars

Travelers may use their government travel card for other reimbursable expenses while on official travel such as meals, gas for rental cars, taxis, car service, ridesharing service, car sharing service and parking.

Travelers are not authorized to use the government travel card for:

- Personal expenses
- The purchase of alcohol
- The expenses of other travelers
- Shipping materials back from examinations, training, conferences, or other events.

Use of the Bureau's Centrally Billed Account (CBA) may be appropriate for new employees who have applied for, but not yet received, their government travel card or employees who are having a problem with their card that is no fault of their own (e.g., lost or stolen cards when replacement card has not been received).

The travel card company or CFPB may cancel or suspend an account for non-payment, delinquency, returned checks, or unauthorized purchases. CFPB employees are generally not allowed to travel on CFPB official business without an active travel card. The Travel Office provides Travelers, their supervisors, and OHC with delinquency notices when there is an overdue balance on the traveler's government travel card.

E. Reasonable Accommodations

Travelers seeking reasonable accommodations for travel must coordinate with the CFPB Reasonable Accommodation Coordinator to get the necessary approvals and notifications to the travel agents. After the approval is granted, the traveler will be told how to make the

arrangements for future travel to ensure compliance with CFPB policy. The traveler will follow the instructions provided by the Reasonable Accommodation Coordinator and should allow additional time for the travel agents to make necessary arrangements prior to the start of the trip.

2. Planning Travel

A. Determining the Distance

The traveler should determine if the distance between the TDY and his/her Duty Station requires non-local or local travel. Travel distance is calculated using the most direct route between the Duty Station and the TDY. When authorized to drive, travelers must obtain written approval for indirect routes that are advantageous to the Bureau based on the trip needs, such as detouring around road closures, avoiding unpaved/country roads, or alternative routes that save official travel time, to the extent such indirect routes are foreseeable in advance.

CFPB uses widely available electronic mapping sources (such as MapQuest or Google Maps) to determine the direct route and authorized mileage. Travelers must use the street address of their approved departure point for the point of origin and the address of their work assignment as the end point. Travelers must attach a copy of the map used to determine mileage to associated Authorizations, Vouchers, and Local Vouchers.

If the distance calculated necessitates non-local travel, the traveler must complete an Authorization and a Voucher in the ETS.

A separate Authorization in the ETS is not needed for local travel. If the distance calculated necessitates local travel, the traveler must complete a Local Voucher in the ETS. The voucher must contain a description of the expense establishing the business need.

B. Non-Local Travel

Travel must not exceed two weeks in duration or include more than one weekend at the TDY, unless expressly approved in advance by the CFO. Approval will normally be given if it will avoid the need for lengthy two-way travel. Travelers should consider the need to keep their GTC

account current when booking travel far in advance of the travel date and be aware of the billing cycle applicable to their travel card.

C. Travel During Duty Hours

Bureau-ordered official travel must take place during an employee's regular tour of duty to the extent possible.

D. Travel Outside Duty Hours

Travelers are eligible for compensation for any additional hours spent in travel status beyond their basic work requirement, in accordance with 5 C.F.R. §550-551 and the Overtime and Comp Time Article. When it is not practicable to travel during duty hours or becomes necessary to travel outside of duty hours**,** the traveler must identify the business need in writing in advance of the trip to the AO. The traveler must include the business justification and any supporting documents in the Authorization. The traveler must seek to obtain written approval prior to traveling outside of duty hours in accordance with the terms of this Agreement.

If the workday, training, or other work event would cause the employee to extend the workday (including travel time) beyond 12 consecutive hours, the traveler may remain onsite an additional night. Travel home the next day must occur during duty hours where practicable absent a business need.

E. Selecting Method of Transportation

Per the Standard of Care, travelers must use the transportation method that is most advantageous to the Government, taking into consideration all factors including but not limited to: total cost to the Government (including costs of per diem, overtime or other premium pay, lost worktime, actual transportation costs), total distance traveled, number of points visited, and number of travelers.

For all travel, the order of precedence as to the most advantageous method of transportation is:

1. common carrier (default method)
2. rental car
3. privately owned vehicle (POV**)**

Selection of some modes of travel over others might require documentation and justification. The Bureau does not require or encourage any employee to use a POV in conjunction with official travel.

F. Cost Comparisons

Travelers must use and attach the designated Cost Comparison Worksheet, and also attach cost justification documentation, to compare the estimated cost of official travel to the estimated cost of:

a. alternate travel; or

b. travel that accommodates personal time taken at the TDY.

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.

Many travel assignments are known in advance and should be planned reasonably in advance, when possible, in order to take advantage of itineraries that are most advantageous to the government. Travelers must use capacity government contract fares for purposes of cost comparison, when established by GSA, unless the traveler can demonstrate that a capacity fare was not available reasonably in advance of travel.

G. Air Travel

1. Airport Selection

Per the standard of care, Travelers must select the airport that is most advantageous to the government. When evaluating multiple airport options, Travelers should consider:

- Cost –
  - Transportation to/from the airport
  - Airfare
  - Available contract fares
- Time –

- Total travel time
- Travel time within versus outside of duty hours

- Business Need –
  - Available flight itineraries

If multiple airports offer flights and the total cost difference factoring in fares and ground transportation costs is $100 or less, the traveler may choose either airport as long as the choice does not extend the travel itinerary time by one hour (unless necessitated by business reasons). No extra documentation is needed. If trip cost difference is more than $100, the Authorization must include a business justification and documentation for the airport selection. Documentation may include screenshots, cost comparison worksheet, etc.

2. Airfare Selection

The order of preference for airfare selection is:

1. Government fares
   a. Government Contract Carrier – Capacity Fare
   b. Government Contract Carrier – Government Fare
   c. Non-Contract Carrier – Government Fare
2. Public fares
   a. Public Fare on Contract Carrier
   b. Public Fare on a Non-Contract Carrier

Travelers must select Government Contract Carrier Capacity Fares whenever they are available and meet the business needs. The Authorization must include a business justification and documentation for any airfare selection other than government fares on the Contract Carrier. Documentation may include screenshots, cost comparison worksheet, etc.

Travelers may select non-contract carrier government fares when contract carrier government fares do not meet mission needs or are unavailable. Travelers are advised to read the fare

restrictions prior to selecting a non-contract government fare. Use of a non-contract carrier government fare must meet one of the following justifications:

1. Space on a scheduled contract flight is not available in time to accomplish the purpose of travel, or use of contract service would require traveler to incur unnecessary overnight lodging costs which would increase the total cost of the trip;

2. The contract flight schedule is inconsistent with explicit policies of this Article with regard to scheduling travel during normal working hours and a non-contract carrier would save an hour or more of travel time for a fully refundable government fare that is within $200 of the contract carrier's capacity fare;

3. A non-contract carrier offers a lower public fare that, if used, will result in a lower total trip cost to the Government (the combined costs of transportation, lodging, meals, and related expenses considered). See guidance on purchasing a public fare.

Travelers may select public fares when government fares do not meet mission needs or are not available when prior written approval was obtained. Public fares are not available for purchase via the ETS. Travelers must exercise caution when purchasing public fares for official travel.

Public fare preference is first given to the contract carrier and then to non-contract carriers.

Use of a public fare must meet the following criteria:

1. Government fare is not available or does not meet business needs;

2. AO approves public fare use in writing prior to purchase;

3. If using a non-contract carrier public fare, the cost is lower than the contract carrier's public fare including the airline fee to change a ticket.

H. Amtrak Train Travel

When traveling by Amtrak, the traveler must select the lowest class of fully refundable tickets offered on that train. Amtrak has a Federal Fare Program, but the fares are not negotiated annually like the government contract airfares.

Train Selection

The order of preference for train selection is:

1. Regional - Coach
2. Acela – Business

Travelers must select Regional trains whenever they are available and meet the business needs.

Use of the Acela train must meet the following criteria:

1. Regional train fare is not available or does not meet business needs;
2. Travel is not adjacent to any personal time taken at the TDY.

Travelers must make Amtrak reservations through the TMC to obtain the Federal Fare. Travelers must attach a copy of any Amtrak reservation to the Authorization.

I. Rental Car Travel

Travelers may use rental cars or shared car services on official travel. The order of preference for rental car selection is:

1. Economy, Compact, or Intermediate
2. Full, SUV, or Minivan
3. Specialty

Rental cars must be booked in the ETS with a government travel card to secure the car rate and terms under the U.S. Government contract.

Rental Car Insurance

The U.S. Government is self-insured with claims addressed under the U.S. Torts Claims Act. Travelers must waive insurance on the rental contract. Government insurance coverage on the rental car does not extend beyond the immediate TDY. If the traveler has an accident with the rental car while on official business for CFPB, s/he must seek medical assistance if needed and then notify the relevant AO or the Travel Office to receive further guidance.

Coordinating use of Rental Car(s)

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.

Rental Car Selection

Travelers must select an economy/compact/intermediate vehicle unless a different class of car is required for business reasons. Travelers must select the most advantageous option to the Government. Travelers may give preference to venders on-site at the Transportation Hub versus off-site, due to time savings. Travelers must include a business justification in the Authorization if they do not choose the most cost-effective option.

Use of a full-size/SUV/Minivan vehicle must meet the following criteria:

1. An Economy/compact/intermediate vehicle is not available or does not meet business needs;

2. Traveler receives prior written approval from CFO.

The Authorization must include the prior written approval, a business justification, and documentation for the selection of a full-size/SUV/Minivan vehicle. Documentation may include screenshots, cost comparison worksheet, etc. Prior written approval is not required, however, for free rental car upgrades.

Common business justifications for selecting a rental car that is not the preferred class include:

1. Class booked is less expensive than economy/compact/intermediate class rates;

2. Car will be shared by more than three travelers;

3. Transporting government equipment or records that requires additional cargo space; or

4. Adverse weather conditions in the TDY require an all-wheel drive vehicle.

Specialty Rental Vehicle

For all other specialty vehicles, the Traveler must obtain prior written approval from CFO. The Traveler must attach approval to the Authorization.

Personal Use of Rental Cars

Travelers may use rental cars for limited personal use at the TDY. Travelers must coordinate use among the team at the TDY. Rental cars obtained for CFPB business must not be driven away from assigned TDY(s) area.

If a car is needed for travel away from the local TDY area for personal reasons, the traveler must rent one using their personal funds. The traveler must return the government car or give it to a team member remaining at the TDY. Personal expenses (such as but not limited to: fuel, parking away from the hotel, tolls, fines, etc.) incurred while using the rental car over intervening weekends are not reimbursable.

Fuel for Rental Cars

Cost of fuel for rental cars is reimbursable. The Fuel Service Option (FSO) will be approved if reasonable and justified by business reasons.

The FSO, including pre-pay, offered by rental car companies must be specifically approved in the Authorization in order to be reimbursed. If the FSO is used, Traveler must include a business justification in the Authorization.

GPS for Rental Cars

GPS offered by rental car companies must be specifically approved in the Authorization in order to be reimbursed. If GPS is used, Traveler must include a business justification in the Authorization.

J. 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 fares when available for cost comparison.

In order to use a POV for official travel, the traveler (or an immediate family member) must own or lease the vehicle to be eligible for reimbursement. The traveler must carry adequate liability insurance per state law(s) and maintain and possess a valid driver's license. Traveler must include POV expense estimates in the Authorization, such as mileage, tolls, and parking. POV mileage is reimbursed at the established GSA rate for the vehicle type.

K. Driving to/from the Transportation Hub

Travelers are typically expected to travel to and from the transportation hub using taxis or public transportation. If a Traveler chooses a different method of transportation to/from the transportation hub, reimbursement is limited to the lesser of the actual cost versus estimated taxi cost, including fees for out of area service.

L. Being Dropped off or Picked Up from the Transportation Hub

If traveler is a passenger in a POV either driven to the hub on the day of departure or picked up from the hub on the day of return, the following expenses are reimbursable up to the estimated taxi fare:

1. Parking fees paid while the driver waits for the traveler's arrival or departure;
2. Round trip mileage to the hub (Duty Station or Residence to common carrier departure point and return to Duty Station or Residence); and
3. Tolls.

M. Local Transit

In major metropolitan areas, travelers are expected to consider the efficiency of public transit versus taxis for their daily travel between the place of lodging and TDY. Per the Standard of

Care, Travelers must choose the mode of daily transportation that is most advantageous to the Government (including considerations of employee safety).

Where local transit systems offer a reloadable fare card, the purchase fee is reimbursable in addition to the fares used for official travel. Travelers are expected to reuse such fare cards on future trips to the extent possible.

N. Taxicabs

The use of taxicabs is limited to the following circumstances:

- To/from a transportation hub;
- To, from, and between the places of lodging and TDY, when there is not a business need for rental cars;
- While transporting luggage or government equipment or records that requires cargo space;
- Where public transit options are not available or do not meet the business needs

Taxicab tips are capped at 20 percent of the total fare and should be claimed together with the taxicab fare in the Voucher.

O. Car or Ridesharing Service in Lieu of Taxicabs

Rideshare may be utilized in accordance with FTR §301-10.420 – §301-10.421. Under the regulation, cost comparisons for services such as Lyft and Uber are not required to be compared to local taxi rates. Tips are capped at 20% of the fare and usage restrictions are still applicable.

P. Calculating Taxicab Fare Estimates

CFPB uses widely available electronic taxi fare estimator websites (such as Taxifarefinder.com or some similar service) to estimate fares. Travelers must attach a screenshot showing the taxi fare calculation in the ETS when needed for a cost comparison or when using to support a travel decision.

Q. Per Diem Allowance

The physical location of the work assignment determines the TDY. On the first and last days of the trip, travelers receive 75 percent of the M&IE rate for the TDY. During the remaining days of the trip, except when meals are provided, the traveler will receive 100 percent of the M&IE rate for the TDY.

R. Meals Provided

Travelers must identify meals in the ETS that are provided to them during official travel, unless it is a free breakfast or manager's reception provided by a hotel. This includes meals that are part of external conferences and training registration fees when the Bureau pays for that registration. Travelers must consult the Ethics Office on whether it is permissible to accept meals as gifts from any sources other than the Bureau or lodging provider.

The ETS will deduct the appropriate portion of the M&IE when the traveler identifies the specific meal(s) provided.

S. M&IE – No Overnight Stay

The traveler may claim 75 percent of the TDY M&IE rate for a non-overnight trip more than 40 miles from the Duty Station that exceeds 12 hours in travel status excluding any normal commute time. Trips under the 12-hour threshold are not eligible for M&IE.

T. Lodging

Travelers must choose lodging in reasonable proximity to the physical location of the work assignment. When nearby lodging is unavailable or does not meet the business need, the traveler may choose other lodging that is advantageous to the Government. If lodging must be obtained at a different location than the assigned TDY:

- the work site TDY, including M&IE, remains in place;
- use the actual lodging option if lodging at the non-TDY site exceeds the TDY work site amount.

If the traveler obtains lodging away from or outside the TDY solely because of a personal preference, the allowable reimbursement is limited to the cost (including any extra

transportation) the traveler would have otherwise incurred had he/she obtained lodging close to the TDY. The traveler will not be reimbursed for any extra transportation or other costs.

Travelers should book lodging via the ETS or FedRooms to ensure government rate availability, property's compliance with FEMA safety guidelines, and arrival-day cancellation policy. If Travelers book lodging outside the ETS or FedRooms, they are personally responsible for any fees or costs that would not have been incurred if booked via the ETS or FedRooms. This includes cancellation fees, no-show fees, booking fees, non-refundable deposits, pre-payments, etc. Travelers should note that "government" rates offered by hotels do not necessarily represent the per diem lodging rate for a TDY. Travelers are advised to check the per diem lodging rate and the cancellation policy before making reservations.

Travelers who book lodging through a third-party provider such as Expedia, Hotels.com, Airbnb, etc. must be able to document the room rate to compare to the TDY limit and will be personally responsible for any taxes or fees that would have been exempted or included in the hotel rate, such as a cleaning fee.

U. Lodging Taxes

Before travelling, the traveler must check if the TDY state offers lodging tax-exemptions for the government travel card. In tax-exempt states, the traveler will not typically be reimbursed if they paid hotel taxes. However, if the traveler makes a good-faith effort and the hotel refuses to deduct the taxes from the bill, the AO may approve reimbursement. The traveler can check CFPB's online travel resources or with the Travel Office for state-specific information.

If a state does not offer lodging tax exemptions for the government travel card, the lodging taxes are reimbursable.

V. Actual Lodging

A traveler may obtain lodging that is up to 300 percent of the per diem rate at the TDY. Business justifications may include:

- Lodging and/or meals are procured at a prearranged place such as a hotel where a meeting, conference or training session is held;
- Costs have escalated because of special events (e.g., missile launching periods, sporting events, World's Fair, conventions, natural or manmade disasters); lodging and meal

expenses within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location consume most or all of the savings achieved from occupying less expensive lodging;

- The TDY is subject to a Presidentially Declared Disaster and your agency has issued a blanket actual expense authorization for the location;
- Mission requirements;
- Any other reason approved within Agency.

Actual lodging costs must be approved in the Authorization and include an explanation of the business justification and documentation. The traveler must adjust the lodging expense in the ETS to reflect the actual lodging cost.

When a Traveler obtains lodging at a lower cost than the per diem rate for the TDY, the Traveler must adjust the lodging expense in the ETS to reflect the final lodging cost. No special approvals are needed.

W. Short-term Corporate Apartments

Short-term, furnished corporate apartments are available and can be used for rotational assignments or special assignments with prior approval. The rental cost must include all utilities in the set monthly amount. Fees for amenities (e.g., gym membership, concierge services, or other premium services) are not reimbursable. Traveler would then divide the monthly rate by the number of nights s/he will be at the TDY for that month to obtain a nightly rate. If that nightly rate is different than the per diem rate for that TDY, actual lodging requirements apply.

X. Other Planning Considerations

1. ATM – Cash Withdrawals

Travelers may use the GTC for cash withdrawals the day before the trip begins or during official travel. Cash withdrawals must be associated with non-local travel and are limited to the amount of the M&IE for that trip.

Fees incurred on the GTC for the above withdrawals are reimbursable and must be included in the Voucher for that trip. GTC cash withdrawals made under any other circumstance are

considered misuse and may subject the card holder to disciplinary action up to and including removal.

2. Change, Cancellation, or No-Show Fees

Change, cancellation, or no-show fees for official travel are reimbursable if incurred for official business reasons or as otherwise permitted in this Article.

3. Checked Baggage Fees

The number of bags should be proportional to the length of the trip. The standard is up to one checked bag for a one-week trip or up to two checked bags for a multi-week trip, unless there are any extenuating circumstances (e.g., medical devices, records being taken to Duty Station after an assignment ended, etc.). Only the fees for bags needed for the business trip are reimbursable.

4. Early Check-in Fees

CFPB will reimburse fees charged by common carriers to check-in early for official travel. This applies to early check-in fees, not to early boarding fees. When a common carrier offers both early check-in and early boarding benefits in a single fee, the fee for this service is reimbursable.

5. Electronic Toll Collection System

Travelers may use an electronic toll collection system to pay for tolls during official travel. Tolls for official business are reimbursable, as well as related fees required to use an electronic toll collection system in a government rental car.

6. Internet Usage

Use of CFPB-provided devices is the preferred method for travelers to access the internet. Internet usage fees may be reimbursed when CFPB devices do not meet the business needs.

7. Laundry

A laundry subsidy is available when:

- The domestic Traveler is on official travel for at least four consecutive nights, not including personal travel; and,

- The Traveler is at the TDY while the laundry is done.

Subsidy is capped at $15 for trips between four and seven consecutive nights, or $30 for trips over seven consecutive nights, not including personal travel.

8. Parking

Parking for official business is reimbursable. Travelers must choose the most cost-effective option that meets business needs (including consideration of employee safety).

9. Courtesy Shuttle Tips

Tips to courtesy shuttle drivers are reimbursable up to $2 per ride.

10. TMC Fees (Travel fees)

TMC fees incurred for business reasons are reimbursable.

11. Tolls

Tolls are reimbursable for official business only, not for meals, leisure activities, or commuting between Duty Station and residence.

All of the above may require receipts, per the Receipts section below.

Y. Non-reimbursable Expenses

- Personal expenses
- Gifts
- Housekeeping service/tips, room service, and concierge tips,
- Lost and/or damaged luggage/personal property
- Early boarding fees
- Printing fees
- Business Center fees

- Office supplies
- ATM fees on cards other than the government travel card
- Towing or impound fees
- Tickets issued by law enforcement
- Costs of POV ownership and operation, including charges for repairs, depreciation, cleaning, replacements, grease, oil, antifreeze, gasoline, license and registration fees, insurance, state, and Federal taxes
- Cost of POV deductibles or repairs
- Rental car insurance
- Membership fees for shared car services, roadside assistance plans, rewards programs, bike share programs, etc.
- Transportation by luxury class vehicles, including limousines
- Parking at traveler's Duty Station or residence
- Use of a vehicle for personal reasons
- Shipping costs
- Use of a rental vehicle away from the TDY
- Use of a rental vehicle by any non-CFPB traveler
- Conference registration and/or training fees (see Training Article)
- Other expenses not necessary to support CFPB mission requirements.

Z. Authorization for Travel

The travel Authorization, which includes travel details and expense projections, serves as CFPB's official record of the trip's approval and travel orders. Authorizations are required for non-local travel and for local travel where the employee received a local travel waiver. The dates of travel, the TDY ordered, and other travel decisions reflected in the Authorization must

conform to the official travel expectations provided by the AO (such as the Logistics Memo or email from AO).

The traveler must enter estimates for expenses reasonably expected to be incurred on the trip. Each Authorization must include supporting cost justification and special approval documentation to permit an accurate estimate of the cost of the trip.

The traveler must submit each Authorization at least two (2) business days prior to the trip start date. Authorizations submitted for approval after travel has begun or taken place require the traveler to request and obtain an exception from the CFO and attach it to the Authorization and Voucher.

1. Auto-Approval of Non-Local Travel

Travelers who meet the eligibility criteria below 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.

RESCINDING AUTO-APPROVAL

If employees violate CFPB travel policies or guidelines set forth by the AO, AO will provide training and guidance. If after 30 days travel actions still do not comply, Auto-Approval can be revoked.

Auto-approval of non-local travel will be withdrawn if the Traveler no longer meets the eligibility criteria. Travelers may seek reinstatement of auto-approval of non-local travel once they meet the eligibility criteria.

USE OF AUTO-APPROVAL

If any of the following conditions exist, the traveler must attach prior written approval to the Authorization, before auto-approval of non-local travel:

- Travel outside normal duty hours (except for travel on intervening weekends)
- Use of a local travel waiver
- Use of a non-contract carrier government fare
- Use of a public airfare
- Booking lodging over the per diem rate
- Use of a rental car to be used by only one traveler
- Use of leave
- A change in mode of travel
- A change to or addition of a TDY
- An extension to the trip

If any of the following conditions exist, the traveler must use the standard authorization process and may not auto-approve non-local travel:

- Alternate Travel;
- Remaining at a TDY for two or more consecutive weekends, or over a three-day weekend;
- An increase to transportation cost beyond $200;
- Trips where the funding source is not the traveler's organization; or,
- International Travel.

2. Authorization in the Absence of Auto-Approval

The AO will review and approve the Authorization in advance of the travel.

3. Justifications and Comments Pertaining to Authorizations for Travel

Certain expenses or decisions require a justification and/or comment. Examples include, but are not limited to:

- Justifications:
  - Actual Lodging (lodging room rate exceeds TDY limit)
  - Taxis over $100 per day
  - Rental cars other than economy/compact/ intermediate class
  - If no attachments are included
  - Non-standard ticket class
  - Use of a non-contract carrier, non-contract carrier airfare, or non-government airfare
- Comments:
  - Starting and ending locations (e.g., TDY, or Hotel) for taxi, POV, public transportation, and free shuttles where tip is being expensed
  - Coin-operated cost per load of laundry
  - Fees for excess or heavy bags entered as Checked Bag Fees when the trip is less than a week
  - Internet usage fees
  - Any special rationale useful for explaining the travel decisions

Travelers are strongly encouraged to include comments to justify expenses in support of their business needs. Justification and comments protect against audit risks and serve to expedite the approval process.

4. External Speaking Event Documentation

When ordered to travel to speak at an external event, the traveler must attach any required written approval to secure travel orders for that event.

5. External Conference and Training Documentation

When ordered to travel to attend an external conference or training, the traveler must attach an approved SF-182 (Authorization, Agreement, and Certification of Training) to secure travel orders for that event.

AA. Amending Authorizations Due to Changes Before Travel

Any travel plan changes must be coordinated between the Traveler and the AO. Some changes require an amendment to the Authorization: a change in mode of travel, change to or addition of a TDY, an extension to the trip, or conditions that increase the transportation cost beyond $200. Prior to ticketing, Travelers can make amendments before the trip occurs. After ticketing, Travelers must wait until the trip concludes to amend an Authorization.

BB. Planning Local Travel

Planning local travel is limited to determining the most advantageous method and route of travel. The employee may not claim non-local status for lodging, M&IE, etc. if the work assignment is within 40 miles of the employee's Duty Station unless the employee obtains a local travel waiver.

1. Local Travel Rental Car

Rental cars may be approved for local travel based upon business needs. Traveler must book the rental car in the ETS and create an Authorization. A rental car cannot be reimbursed in a Local Voucher. Traveler should include a business justification in the Authorization.

2. Local Travel Taxi

Taxicabs may be approved for local travel between the Duty Station or residence and TDY, based on business needs.

3. 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. The approval also must be attached to the Authorization.

CC. Cancelling Reservations and an Authorization

If traveler's travel plans need to change, it is important to address those changes as soon as possible so as not to incur unnecessary fees or other charges. If an Authorization has been created, but not yet approved, it can be deleted or cancelled in the ETS. If an Authorization has been approved in the ETS, it must be amended to reopen and cancel it. Reservations made in the ETS should be confirmed as cancelled with the TMC. Reservations made outside the ETS must be cancelled directly with the vendor. Remember to document any change fees and save receipts for reimbursement in the next trip Voucher or Local Voucher.

3. Traveling

A. Leave in Conjunction with Official Travel

Subject to normal leave approval procedures, travelers may use leave during official travel if the number of leave days does not exceed the number of workdays at the TDY. Trips with leave days in excess of the workdays may not be eligible for some reimbursements. The government will not pay for any personal expenses while the Traveler is on leave, with the exception of unscheduled sick leave during official travel. Approved scheduled leave must be clearly marked in the Authorization and a cost comparison for the transportation costs must also be attached.

1. Unscheduled Sick Leave

When a Traveler gets sick or injured on official travel, normal sick leave procedures apply. During the illness or injury, the Traveler remains eligible for per diem, transportation between the TDY and Duty Station, and necessary local transportation to seek medical care. If a Traveler needs to add more than 14 calendar days due to the illness or injury, the AO will coordinate with the CFO concerning an extension.

2. Emergency Leave

If an emergency arises that requires the traveler to leave the TDY before the work assignment ends, the traveler must work with the AO and the TMC (and their supervisor, if the AO is not their supervisor) to make the necessary arrangements.

If the emergency requires travel to a location other than the duty station, the provisions of the Alternate Travel section in this Article apply.

B. Unanticipated Changes in Approved Travel Plans

Any travel plan changes must be coordinated between the Traveler and the AO. Some changes require an amendment to the Authorization: a change in mode of travel, change to or addition of a TDY, an extension to the trip, or conditions that increase the transportation cost beyond $200. After ticketing, Travelers must wait until the trip concludes to amend an Authorization.
The traveler must contact the TMC for assistance with any reservations made through the ETS. Reservations made outside the ETS must be changed directly with the vendor. Remember to document any change fees and save receipts for reimbursement. The TMC offers emergency, after-hours assistance.

4. Reimbursing Travel

Travelers are reimbursed for official travel expenses by submitting a travel voucher, which reflects the actual allowed expenses incurred during the trip. Travelers must verify and update expenses in the voucher that carried over from the Authorization to reflect actual costs. Any estimated expenses included in the Authorization that were not incurred must be deleted.

CFPB will not pay for excess costs resulting from unapproved travel that is not advantageous for the Bureau. A Traveler may be personally liable for costs incurred or subject to disciplinary action for traveling without pre-approved official orders.

NOTICE: Fraudulent claims against the U.S. Government may result in (a) forfeiture of reimbursement (28 U.S.C. § 2514) and/or (b) fines or up to five years imprisonment (18 U.S.C. §§ 287, 1001) and/or (c) disciplinary action up to and including termination.

A. Justifications and Comments Pertaining to Vouchers

Certain expenses or decisions require a justification and/or comment. Examples include, but are not limited to:

- Justifications:
  - Actual Lodging (lodging room rate exceeds TDY limit)
  - Taxis over $100 per day
  - Rental cars other than economy/compact/intermediate class
  - If no attachments are included
  - Non-standard ticket class
  - Use of a non-contract carrier, non-contract carrier airfare, or non-government airfare
- Comments:
  - Starting and ending locations (e.g., TDY, or Hotel) for taxi, POV, public transportation, and free shuttles where tip is being expensed
  - Coin-operated cost per load of laundry
  - Fees for excess or heavy bags entered as Checked Bag Fees when the trip is less than a week
  - Internet usage fees
  - Not recording a provided meal in M&IE
  - Change fees
  - TMC fees not in the Authorization
  - Cancelled trip expenses must reference the Authorization number of the cancelled trip
  - Electronic Toll Collection System expenses; including reference to Authorization number, if in a non-associated Voucher or Local Voucher

- Passenger – No Expense
- Any special rationale useful for explaining the travel decisions

Travelers are strongly encouraged to include comments to justify expenses in support of their business needs. Justification and comments protect against audit risks and serve to expedite the approval process.

Passenger - No Claim

When travelers ride as passenger and have no expense to claim, traveler must include this in the Voucher's expense section.

B. Receipts

Travelers must attach certain receipts when submitting a Voucher or Local Voucher. A receipt is required for any expense item of $75 or more. Receipts must be legible and show that the expense was paid. If a receipt is lost, incomplete, or is otherwise unavailable, Travelers are encouraged to contact the Travel Office immediately.

The following receipts are required regardless of the expense amount and must contain the information listed below (to the extent such information is provided by the vendor upon the employee's request):

- Hotel
  - Traveler's name
  - Hotel name
  - Hotel location
  - Daily hotel rate or the itemized amounts charged
  - Zero balance or other to indicate that the hotel was paid for the stay
- Airfare and Amtrak
  - Traveler's name
  - Common Carrier name

- Ticket number or unique booking identifier
- Travel dates and route
- Amount paid

- Early Check-in fee (Airline)
  - Traveler's name
  - Common Carrier name
  - Date of Expense
  - Amount paid
- Rental Car
  - Traveler's name
  - Company name
  - Pick-up and return dates
  - Car class
  - Itemized list of charges and taxes
  - Amount paid
    - If there was a complimentary upgrade, must show it was at no additional cost
- Checked Baggage Fee
  - Traveler's name
  - Common Carrier name
  - Date of Expense
  - Amount paid
- Laundry (non-coin-operated)

- Traveler's name
- Company's name and location
- Date of Expense
- Amount paid

C. Documentation

Documentation may consist of screenshots, cost comparison worksheets, mileage maps, written prior approvals, etc. as required by this Article.

1. Non-Local Vouchers

Travelers should submit their Voucher within five (5) business days of the trip end date. However, Travelers are responsible for keeping their government travel card in good standing. Vouchers will normally be paid within five (5) business days of AO approval. However, if an issue arises with respect to a particular claim on a voucher, such issues will be resolved expeditiously, or if not resolved within an additional ten (10) business days, then the remaining (undisputed) claims on the voucher will be approved for payment pending resolution of the disputed issue.

2. Local Vouchers

Travelers have three options for submitting Local Vouchers:

1. At the end of the fiscal quarter; or,
2. At the end of an examination; or,
3. When expenses reach $50.

Travelers must reference the assignment(s) that necessitated the local travel.

3. Cancelled Trips Expenses

When an approved Authorization is cancelled, the TMC fees must be submitted for reimbursement in a subsequent non-local Voucher or Local Voucher in the same fiscal year.

Travelers are encouraged to contact the Travel Office with any questions related to cancelled trip expenses.

4. Electronic Toll Collection System Expenses

When an electronic toll expense is billed after the Voucher is approved, a traveler may amend the Voucher or add the expense to the next Voucher or Local Voucher. Travelers must include the trip number for any expenses claimed that were incurred on another trip.

5. Auditing Travel

Travelers may be contacted to obtain additional information and/or receipts when needed. Expenses claimed by the traveler that are not compliant with or reimbursable under this Article are required to be paid back to CFPB unless waived, in accordance with the provisions of the Waiver of Overpayment Article.

Audits are also conducted by external entities such as the Office of the Inspector General, the U.S. Government Accountability Office, etc. Travel and travel card records are also available to the public under the Freedom of Information Act (FOIA).

A cost comparison may be performed in the course of a travel audit, and the traveler may be asked to provide a business case justification for the use of the more costly option.

6. Special Travel Topics

A. Exigent Circumstances

Travelers are expected to structure travel in compliance with this Article. In the event that unusual travel circumstances arise, Travelers are encouraged to contact the Travel Office as early as possible.

B. Ethical Considerations

1. Airline Compensation for Voluntary Changes

Travelers may keep compensation given by an airline for voluntarily vacating a seat on a scheduled flight when the airline asks for volunteers. The following conditions must be met:

- Voluntarily vacating the seat does not interfere with performance of official duties; and
- Additional travel expenses, incurred as a result, are borne by the traveler, and are not reimbursed; and
- Traveler is not eligible for any additional premium pay not required by business needs; and
- If volunteering delays the travel during duty hours, the traveler must request approval for and use annual leave, compensatory time, credit hours, or leave without pay to cover those delays, under normal leave procedures.

2. Airline Compensation for Involuntary Changes

If an airline involuntarily removes a traveler from a flight, the traveler should request a check made out to CFPB in place of a voucher. The traveler must send the check to the Travel Office.

If a Traveler is involuntarily removed from a flight, the provisions of the Unanticipated Changes in Approved Travel Plans section in this Article apply.

3. Traveler Reward Programs

Employees can participate in airline, hotel, rental car, and other loyalty programs and may use those points to upgrade seats, rooms, or cars during official travel, as long as it does not result in additional cost to CFPB. Employees may also use the points or benefits for personal travel or for official travel through the Gainsharing Program.

4. Gifts During Official Travel

If any person or entity other than a Federal government agency offers the traveler anything of monetary value in connection with official travel, the traveler may be prohibited from accepting it. Such items may include, but are not limited to:

- Free attendance, food, refreshments, or materials
- Transportation, lodging, meals, or other travel expenses
- Hospitality or entertainment
- Honoraria for participation
- Non publicly available discounts

The traveler must never request, encourage, or solicit a gift. Travelers should consult the Ethics Office for advice and guidance.

5. Gifts from Foreign Governments

Travelers must consult the Ethics Office for advice and guidance concerning gifts from foreign governments.

C. Alternate Travel

Alternate travel requires prior written AO approval. Alternate travel should not be routine. Departure from a location other than an employee's duty station should not amount to more than 50% of a traveler's trips in a fiscal year. Departure from a TDY to a location other than the duty station must be booked outside the ETS with a personal card.

Travelers must use the Cost Comparison to determine reimbursement limits. Claims for reimbursement are limited to the lesser of the cost of the official travel ordered versus the proposed alternate travel. When travelers choose a slower mode of transportation for personal reasons, the additional travel time must be on the traveler's personal time. If that travel occurs during duty hours, 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.

Only transportation required by the official travel orders may be booked in the ETS. Any transportation that differs from the official travel orders for personal reasons must be booked outside the ETS and paid for with personal funds.

Travelers must include comments about any alternate travel in the ETS.

D. 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.

Travelers must include comments about intervening weekend travel in the ETS.

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 workday or return more than three hours after the start of the workday, 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. The traveler may take his/her unpaid lunch break immediately adjacent to the duty hour allowance.

Alternate travel rules apply if the traveler chooses to travel away from the TDY to a location other than her/his Duty Station and returns from a location other than their duty station to the TDY.

The AO may withdraw the option to leave the TDY during an intervening weekend for business reasons.

Travelers who remain at the TDY over an intervening weekend, must work their regular duty hours unless approved for leave under normal processes. They are not entitled to accrue premium pay for staying at the TDY, other than what is required by the work assignment. They must follow normal approval procedures if they want to request leave and/or premium pay.

1. Tax Implications

When the cost to Go exceeds the cost to Stay, the difference is considered a taxable benefit under IRS Internal Revenue Title 26 1.62.2. Paid Vouchers are reviewed to determine whether the traveler incurred this benefit on an intervening weekend. If so, the reviewer will calculate the difference between the cost to Stay and the cost to Go based on the actual expenses in the Voucher. If the cost to Go is more than the cost to Stay, the difference will be reported as a taxable benefit in a separate 1099 (or W2, if possible) to be issued each year by January 31 for the prior calendar tax year.

To alleviate this tax burden, the OFP will take the taxable benefits, multiply by 27.5 percent to calculate a tax-offset payment, and submit the 27.5 percent tax offset to be paid through the last paycheck of the calendar year as a non-taxable allowance to offset the taxable benefit reported on the 1099 (or W2, if possible). For example, if the Voucher review determines that the cost to Go is $300 and the cost to Stay is $200, the $100 difference will be reported to the IRS as a taxable benefit paid to the employee on the 1099 (or W2, if possible) and OFP will submit a payment file to payroll to have a $27.50 tax allowance ($100 x 27.5%) added to the employee's last paycheck of the calendar year to help offset the estimated tax on the 1099 (or W2, if possible) amount. The traveler will be responsible for including the 1099 (or W2, if possible) amount as other income in their tax return.

E. 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.

Travelers must complete and submit the designated FTSP form to the Travel Office by January 15 for the previous calendar year's travel. The Travel Office will verify eligible nights by February 15 and submit the payroll file by February 22. Payment for the stipend occurs in one lump sum payment in conjunction with wages for the next pay period cycle, which is typically the fourth pay period. Travelers must ensure that every night claimed is eligible and fully documented in the ETS by January 15, in order for the night to be verified for payment. Nights that cannot be verified by the Travel Office in the ETS by February 15 will not be paid. Required documentation must be attached in the ETS and includes but is not limited to:

- receipts as required by this Article
- approved and accurate travel dates and locations
- Gainsharing forms

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.

F. Gainsharing Program

Travelers may receive 50 percent of the combined savings from using travel rewards to purchase an airline or rail system ticket, rent a car, or acquire overnight lodging for official travel.

Travelers may also receive a set allowance of $25 per night for staying with friends or family while on official travel in lieu of a hotel.

Travelers must document the value of the ticket, car rental, hotel rate, or friends/family allowance on the Gainsharing form and attach it to the Authorization. The Gainsharing expenses must be included in the Authorization. The form, expense entry, and CAM1 Gainsharing field in the accounting string must be in the Authorization and Voucher.

Gainsharing payments are taxable benefits and reported to the IRS and employee on a 1099 (or W2, if possible) each year for the previous calendar year's benefits. CFPB does not pay a tax offset paid for this benefit.

G. Trusted Traveler Programs TSA PreCheck and Global Entry Programs

Travelers who meet the eligibility criteria below may seek reimbursement for the application fee (initial and renewal) for Global Entry or TSA Pre✓. Expenses incurred to complete the application process such as mileage, postage, parking, or for expired program benefits are non-reimbursable. Travelers may use one duty hour to complete the application process.

1. Eligibility Criteria

In order to be eligible for reimbursement, 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.

2. Tax implications

TSA Pre✓ and Global Entry reimbursements are taxable by the Internal Revenue Service, will be reported to the employee and the IRS on a 1099 as part of the employee's income, and will not be grossed up to account for potential taxes owed. Participants in this program should become familiar with applicable IRS rules or consult with their individual tax professionals.

H. Death of Employee while on TDY Travel

If a traveler dies while on TDY status, the relevant manager will contact the Travel Office for guidance on travel issues. CFPB will follow the Federal Travel Regulation (FTR) Part 303-70 – Agency Requirements for Payment of Expenses Connected With the Death of Certain Employees and Family Members – to address expenses connected with an employee's passing while on TDY travel.

7. International Travel

A. Planning International Travel

Planning International travel must begin at least six weeks prior to travel and at least eight weeks prior to travel if a visa is needed. Travelers must be familiar with all aspects of the international travel policy outlined in this Article before beginning their trip.

B. Obtaining an Official Passport and Visa

When a CFPB employee travels abroad on official business, the employee must travel on an Official government passport ("red passport").

Travelers are responsible for working with the CFPB Travel Office to obtain an Official government passport and to determine whether they are required to obtain a visa. Travelers must provide the appropriate documentation required for the passport and visa to the CFPB Travel Office. Visa application packages must be submitted to the Travel Office in hard copy after the Official Passport is received.

Some countries require letters of invitation before they will issue a visa; travelers must ensure that letters of invitation (provided by management) are included with the application package submitted to the Travel Office. The traveler will be reimbursed for the expense of the passport or visa photos in the trip Voucher in the ETS.

C. CFPB Foreign Travel Approval Form

The traveler must complete the CFPB Foreign Travel Approval Form for each international trip, including trips that do not involve an overnight stay. A CFPB Foreign Travel Approval Form is

required for any trips to the freely associated States of the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, but not U.S. territories.

The form requires the following information:

- Itinerary (dates and location, including any personal time);
- Purpose of travel;
- Travel justification (including travel objectives and benefit to CFPB);
- Estimated cost and description of cost (including alternatives to travel considered and costs covered by external sources);
- Other CFPB and US Government attendees (when known), if applicable; and
- Supervisor review and approval.

Estimated cost information should be derived from a draft Authorization in the ETS and should include any conference/training fees. The form will be reviewed for approval by the CFPB Chief of Staff. Incomplete forms will be returned without approval.

1. International Travel Authorization

Travelers must complete an authorization for foreign travel in the ETS and attach the signed Foreign Travel Approval Form to the Authorization. Travelers may not use auto-approval for international travel.

When ordered to travel to speak at an external event abroad, the traveler must attach any required written approval in the ETS. If the traveler is a member of the Office of Research and presenting self-directed research at an international conference, the traveler must upload an approved Self-Directed Research Speaking Request Form to the ETS.

Travelers must also attach any other approval documentation needed, such as Ethics forms, SF-182, etc. Approving international authorizations requires at least five business days.

2. International Per Diem Rates

The applicable per diem rates will appear in the ETS when completing the Authorization and Voucher.

When determining if hotel rates are within per diem rates, be aware that international lodging per diem rates include taxes. To determine if the hotel rate is within the per diem rate, it is sometimes necessary to contact the hotel directly and ask about taxes.

International M&IE rates cover laundry, so it is not expensed separately in the Voucher.

3. International Reservations

Travelers may book an Economy Plus (or equivalent) seat on International flights when the total flight time, including non-overnight stopovers and change of planes, is more than 14 hours.

Similar to domestic travel, all flight reservations must be booked and authorized using the ETS. Lodging may be secured through the ETS or FedRooms. If rooms cannot be secured at the per diem rates, a description and justification must be provided in the Authorization and the Foreign Travel Approval Form.

If the traveler is concerned about the early purchase of a seat upgrade, a high-priced ticket and/or approaching the limit on their government travel card, they should contact the Travel Office for assistance.

D.Before International Travel

1. U.S. State Department Country Clearance Approval

Once an Official Passport is obtained, the traveler must complete the State Department's Country Clearance Form, during duty hours, and receive approval from the State Department prior to travel. The traveler must provide a copy of the approval to their AO and the Travel Office for documentation purposes and in case it is needed during the course of travel.

2. Government Travel Card Advisement

The traveler must contact the government travel card company to place an international travel notice on the card, in order to prevent any purchases from being blocked as suspected fraud. If the traveler will be using the card at foreign ATMs, h/she is encouraged to discuss this with the government travel card company as well.

3. Immunizations for International Travel

Expenses for immunizations not covered by health insurance can be reimbursed as part of the Voucher or in a Local Voucher.

4. Use of CFPB Technology Abroad

Travelers may not take CFPB-issued devices on any overseas travel (official or personal), unless approved to do so by T&I. If approved, Travelers must follow all T&I guidance and policies.

Temporary devices that are configured for international usage may be obtained from the Service Desk for use while on international travel. Once the traveler contacts the Service Desk, the international device will be prepared and traveler will be asked to surrender the domestic device until traveler returns the international device after the traveler's travel is completed. The Service Desk usually needs a minimum of two business days to prepare the international device. The international device will be wiped clean upon the traveler's return.

E. During International Travel

1. Obtaining Cash

Travelers must use their government travel cards to obtain cash while on international travel for anticipated out-of-pocket reimbursable expenses. Any documented ATM fees or currency conversion fees incurred will be reimbursed as outlined in the receipt, which must be attached to the voucher.

2. Traveler Health, Personal Safety, and Security

Employees will not be expected to travel to areas designated by the State Department in Travel Alerts or Travel Warnings. CFPB will assist in the evacuation, transportation and providing medical and legal assistance to foreign travelers when necessary.

F. After International Travel

If the international travel required 14 hours or more in total travel time to return to the duty station, Travelers may request upon their return:

- Five business days of situational telework, if their duty station is a CFPB office; or,

- To work from their home duty station for five business days.

1. International Travel Voucher

All expense amounts must be converted to U.S. currency. The traveler must provide a screen shot of travel card charges to provide an exact exchange rate and reflect any fees charged for foreign currency transactions. For transactions paid in cash where a conversion rate is not available on a travel card or personal card, travelers must use an online currency converter to convert foreign currency expenses based on a conversion rate for a specific date and a specific currency and attach a screenshot to provide supporting information for the AO.

2. Official Passport and Gifts

Official Passports are property of the U.S. Government and must be returned for safekeeping to the Travel Office immediately upon a traveler's return to the United States. If the traveler received a gift from a foreign government and it has more than minimal value, the traveler must contact Ethics for advice and guidance.

15. Training

Section 1

The Parties agree that training which promotes efficiency and economy in the operation of the CFPB and develops the maximum performance of official duties by employees is a matter of significant importance in fulfilling the mission of the EMPLOYER. The CFPB's Professional Licenses, Certifications, and Membership Policy, External Training Policy, and related Program guidance provide information on the EMPLOYER's policies concerning training. The EMPLOYER is strongly committed to the goal of developing skilled, efficient, and productive employees. In recognition of this, the Employer 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.

Section 2

A. In accordance with 5 USC § 7106, the EMPLOYER has the right to determine what training does or does not relate to the mission of the Bureau.

B. 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.

Section 3

A. The EMPLOYER 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.

B. The Employer will consider the following factors in evaluating employee requests for external training including but not limited to:

    a. 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.

    b. 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.

    c. 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.

    d. Whether sufficient funds are available in the training budget.

    e. Whether the course is being taken solely for the purpose of obtaining a degree or certification.

Section 4

Upon request, the EMPLOYER will work with an employee in the development of a written Individual Development Plan (IDP). Development of an IDP is voluntary. This plan will identify developmental needs and suggested activities to meet those needs. Such activities may include: formal classroom training, on-the-job training, self-study, developmental job assignments, and other activities which are appropriate. When working with the employee in preparing that employee's IDP and at other times, as appropriate, the EMPLOYER will coach employees and provide feedback concerning their goals, objectives, knowledge and skills, and developmental activities.

Section 5

The Employer will provide eligible members of its Supervision staff the opportunity to participate in a Graduate School of Banking (GSB) program. Participation is voluntary and those wishing to participate must apply through the Supervision Learning and Development process. Program execution including selections for participation will be made from all applications based upon selection criteria outlined in the existing program guidance on Graduate School of Banking.

Section 6

Issues concerning training and development may be an item on the agenda of the Labor Management Forum and, if raised, will be discussed in that forum.

Section 7

For any training which requires an employee to travel outside his or her designated commuting area, the EMPLOYER agrees to a goal of scheduling training such that the majority of associated travel can be accomplished during the employee's normal tour of duty, absent an interference with the accomplishment of the EMPLOYER's mission, staffing and workload requirements.

16. Performance Management

Section 1 - Scope and Eligibility

This article applies to all bargaining unit employees – except:

- Employees serving on temporary appointments of less than 90 days;
- Interns, serving less than one year;
- Volunteers, regardless of length of volunteer service;
- Employees who are excluded by 5USC4301(2)

Section 2- Rating Scale, Elements and Standards

A. Management has determined that Employees will be rated using a two-level system, as defined in the table below.

TABLE 1: PERFORMANCE STANDARDS BY RATING LEVEL

Rating Level	Performance Standard for Rating Level
Unacceptable (1)	Employee does not consistently demonstrate the overall intent of the competency or has not made acceptable progress towards accomplishment of associated outcomes.
Accomplished Performer (3)	Employee consistently demonstrates the overall intent of the competency including commendable progress towards accomplishment of associated outcomes despite obstacles outside the scope of the employee's control.

B. Ratings will be reflected in the inCompass System as either 1 – Unacceptable or 3 – Accomplished Performer and the rating of record submitted for employee records will be a 1 or a 3.

C. Following OPM requirements, Management has determined that performance plans under a two-level rating system will consist of critical elements only. The critical elements (also known as team member performance standards) are established by the Office of Human Capital and reflect the behaviors, impacts, and general outcomes necessary to meet the Bureau's strategic goals and those deemed as required to successfully perform the essential duties of a job. Team member performance standards (critical elements) include Bureau-wide competencies, tailored by job pay band level and, in some cases, by job function. Team member performance standards (critical elements) are organized into three competency families as shown below.

TABLE 2: TEAM MEMBER PERFORMANCE STANDARDS (CRITICAL ELEMENTS)

Competency family	Performance standards
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

D. Details of performance standards for team members and for certain occupations and pay bands are found on the Performance Management Portal in documents titled as effective October 1, 2017.

E. Employees will receive a rating for each of the three applicable performance standards families and Management has determined that each family will be of equal weight. Because all performance elements are critical, a rating of Unacceptable (1) on any performance element will result in a Summary Rating of Unacceptable (1).

F. Rating Officials should define and maintain documentation of work assignments, work plans and work outcomes as general expectations for work quality and work management. It is expected that work assignments and plans may change over the performance period and such changes in expectations should be discussed between the Rating Official and employee.

Section 3
Performance Plan Requirements

A. Each employee must be placed on a written performance plan in accordance with this article.

B. 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:

1. Aligned with the Agency's strategic objectives and priorities, as well as those of the specific business unit;

2. Compliant with the Bureau-wide competencies, standards, and critical elements established for performance management purposes;

3. Realistic, reasonably within the control of the employee;

4. Reflective of the "Accomplished Performer" performance level at the employee's current pay band (not "stretch" standards); and

5. Amended, as needed, if the employee changes pay band or in certain changes in of occupational code or position.

C. The Rating Official should provide the employee with his or her performance plan generally within 30 days of the beginning of each rating period.

D. 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. To the extent possible, supervisors should follow-up discussions about performance expectations in writing, via email or written memoranda, to promote a common understanding.

E. A new performance plan should be provided to, and discussed with, an employee generally within thirty (30) calendar days of a position change (e.g., change in job function,

promotion, reassignment, change to a lower pay band level, or temporary promotion to a higher pay band level of 90 days or longer). New performance plans will not be issued to an employee merely due to a change in supervisor.

F. Any new or modified performance plan will not be implemented until provided to the employee and discussed between the employee and the Rating Official.

G. The CFPB performance cycle is October 1 through September 30, although other performance appraisal periods may be specified as needed.

Section 4
On-Going Performance Feedback and Mid-Year Discussions

A. 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. To the extent possible, supervisors should follow-up discussions about performance expectations in writing, via email or written memoranda, to promote a common understanding.

B. 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.

C. Ongoing performance feedback, coaching, and monthly “check-in” meetings are informal interactions and are not required to be documented in the performance management information system.

D. An employee may request performance feedback at any time. Rating Officials are encouraged to honor requests for informal performance discussion whenever possible.

E. A progress discussion (Mid-Year Coaching Discussion) will be held with each employee at the mid-year of the performance cycle; typically, in the April to May time frame. The performance coaching elements will be reflected in the mid-year discussion and narrative. This Mid-Year Coaching Discussion involves no rating but does require the Rating Official to write a brief narrative describing the employee's strengths, accomplishments, and progress in relation to performance standards or outcomes, and to prepare for a performance coaching discussion. Changes in projects, assignments, etc. should be described so there is an understanding about what is expected in the remainder of the rating period. The Mid-Year Coaching Discussion document will be provided to the employee no later than two (2) workdays before the discussion. The Reviewing Official's review and approval of the Mid-Year Coaching Discussion is not required.

F. Mid-Year Coaching Discussions will be conducted by conversation (either in person, by phone, by video conference, or similar methods that allow real-time interaction and communication between the Rating Official and employee), so that the Rating Official and employee have the best opportunity for a two-way discussion. Results of the performance coaching discussion will be summarized by the Rating Official to create the final Mid-Year Coaching Discussion document. Employees may add comments to the discussion documentation before signing to acknowledge receipt.

G. If the Bureau determines that an employee's performance is at risk of falling below the acceptable level, but not yet unacceptable, the Rating Official will counsel the employee. The Rating Official will 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. These counseling discussions should be documented by the supervisor with a copy provided to the employee within five (5) workdays of the counseling.

H. 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 Year-End Performance Summary. 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 fifteen (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.

Section 5
Year-End Performance Summary

A. A Year-End Performance Summary will provide the employee with summary feedback covering the full performance period and coaching guidance to ensure that employee accomplishments are recognized, and employees are engaged in learning and enhancing their own performance. The Year-End Performance Summary also includes a rating of employee performance and establishes the Rating of Record.

B. The Year-End Performance Summary will be completed in a fair, objective, and equitable manner in accordance with the terms of this article. 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.

C. Employees may provide performance examples (work products, feedback from others, etc.) for the supervisor's consideration in preparing the Year-End Performance Summary.

D. The Rating Official will seek to obtain performance information from other supervisors for whom the employee has worked directly during the evaluation period and will give appropriate consideration to performance information provided by other employees and supervisors.

E. The Year-End Performance Summary requires the Rating Official to provide a rating and to write a brief narrative describing the employee's strengths, accomplishments, year-end progress in relation to performance standards or outcomes, and to prepare for a performance coaching discussion. After obtaining the Reviewing Official's review and approval the Rating Official will provide a copy of the Year-End Performance Summary document to employee no later than two (2) workdays before the discussion.

F. After receiving approval of the Year-End Performance Summary document from the Reviewing Official, the Rating Official will arrange for a discussion (either in person, by phone,

by video conference, or similar methods that allow real-time interaction and communication between the Rating Official and employee) with the employee to discuss the Year-End Performance Summary.

G. Results of the coaching discussion will be summarized by the Rating Official to create the final Year-End Performance Summary document. Employees may add comments to the discussion documentation before signing to acknowledge receipt.

H. Mutually agreeable changes (requiring agreement of the employee, Rating Official, and Reviewing Official) to the narrative or rating for the Year-End Performance Summary can be made prior to entry of the finalized evaluation, without filing a grievance. Rating Officials are encouraged to explore this informal problem-solving procedure as appropriate.

I. 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. This time should be granted no later than two (2) workdays after it is requested. An employee will be provided at least two (2) workdays to submit his/her comments; if the employee is on a Custom Schedule instead of the Gliding Schedule (CFPB Default), or approved leave , he/she will be granted two (2) workdays upon return to duty to submit comments. Employees will provide such comments in the appropriate sections of the Year-End Performance Summary document.

J. A Year-End Performance Summary will be completed once per performance period for each employee and issued to the employee within seventy-five (75) calendar days after the end of the performance period.

K. Specific due dates and incremental due dates, and instructions for processing Year-End Performance Summary, will be published annually to both employees and Rating/Reviewing Officials.

L. With the exception of employees whose first-line supervisor is the Director, all Year-End Performance Summary documents will be reviewed and approved by a Reviewing Official.

M. An employee must have been working under an approved Performance Plan for at least ninety (90) days before a rating may be issued. Special exceptions may apply when the employee has been on approved extended leave such as medical, military, or FMLA leave. Rating Officials

should consult with the Office of Human Capital for instructions in these special situations. Additional information may also be found on the Performance Management Portal.

N. A Union representative will receive a performance rating in the Year-End Performance Summary provided that the Union representative has performed at least 120 hours of ratable work based on assigned duties included in his/her position description during the performance period.

O. An employee's performance rating in the Year-End Performance Summary will not be lowered for engaging in any activity protected by law, including but not limited to, approved absences from work during the rating period.

P. If the rating in the Year-End Performance Summary is at the Unacceptable level, the reasons for this rating must be explained in a narrative to support the 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 rating. This notification will occur no later than two (2) days before the submission of the rating to the Reviewing Official. The employee may not file a grievance concerning the preliminary rating, but any written comments provided by the employee will be provided to the Reviewing Official to consider along with the Year-End Performance Summary prepared by the Rating Official.

Section 6
Ratings Distribution Information

A. Within a reasonable time after the completion of the rating cycle, subject to the Privacy Act and other applicable laws, the Bureau will provide NTEU with a summary table illustrating the distribution of summary ratings by: division/office, job series, grade, region, duty station, gender, race/national origin, age (under/over 40 years of age), and bargaining unit/non-bargaining unit status.

Section 7
Poor Performance and Performance Improvement Plans

A. If the Bureau determines that an employee's performance is at risk of falling below the acceptable level, but not yet unacceptable, the Rating Official will counsel the employee. The Rating Official will 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. These counseling discussions should be documented by the supervisor with a copy provided to the employee within five (5) workdays of the counseling.

B .Non-probationary employees who are performing at an unacceptable level in one or more performance elements will be placed on a Performance Improvement Plan (PIP), in accordance with the requirements in 5 U.S.C. Chapter 43 and given a reasonable opportunity of at least 90 days to improve his/her performance.

C. For non-probationary employees, during the performance appraisal cycle 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.

D. For non-probationary employees, management has determined that the Rating Official, with the assistance of OHC, is responsible for developing a 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.

E. Each PIP must be in writing and must:

1. Identify the specific critical element(s) in which the employee is deficient.
2. 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 the expectations of his or her performance plan.

3. Identify the minimally acceptable level of performance the employee must reach in order to be retained in his/her position, which is defined as the Accomplished Performer level.

4. Offer assistance to the employee in improving performance to reach the Accomplished Performer level. This assistance may include formal training, on-the-job training, counseling, peer/team lead review, closer supervision, and/or other support.

5. 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.

6. Inform the employee that, at the conclusion of the PIP, if performance has been unacceptable, the employee may be reassigned, changed 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 change to a position of lower pay band action may be initiated without offering another opportunity to improve.

F .If an individual is placed on a PIP during the last 90 days of the appraisal period, the Year-End Performance Summary is deferred, and a Rating of Record will not be assigned until completion of the PIP.

G. Upon completion of the PIP, the manager will document performance with a Summary Rating. Documentation of performance results will compare performance with deficiencies identified in the PIP.

Section 8 - Reduction in Grade or Removal Actions

A. If an employee's performance does not improve to the Accomplished Performer level within the time period set forth in the PIP, CFPB can take action to remove the employee or reduce the employee's pay band level in accordance with the provisions of the Unacceptable Performance article.

B. CFPB will keep documentation concerning a reduction in grade or removal based on unacceptable performance, which will be available to the employee and/or his/her representative. CFPB will comply with 5 CFR 432.107 concerning agency records of unacceptable performance by employees.

C. Employees working at CFPB during their probationary or trial period whose performance falls to the Unacceptable level may be separated from CFPB without first being placed on a PIP. Additionally, some employees are not entitled to the due process provisions listed above as indicated by 5 CFR 432.102(b).

Section 9 - Records

A. The maintenance, retention, access, and disposal of performance records will be maintained in accordance with applicable law and regulations. Performance Management Files including Year-End Performance Summary and the Performance Plans on which they are based, must be retained for four (4) years. Performance Plans, the rating of record, and Year-End Performance Summary will be maintained in an Employee Performance File (EPF) that is separate from Official Personnel Folders (OPF). As technology allows, EPFs will be uploaded to the Electronic Official Personnel Folder (e-OPF).

B. CFPB will comply with 5 CFR 432.107 concerning agency records of unacceptable performance by employees.

C. If an employee leaves CFPB by transfer to another agency or separation from the Federal government, the Employee Performance File, will be transferred to the gaining agency or the National Personnel Records Center, as appropriate.

D. Other performance records (e.g., PIPs) will be maintained in separate files within OHC for five (5) years.

Section 10-Labor-Management Performance Management Working Group

The joint labor-management performance management working group shall convene bi-annually to gather feedback and share ideas for program success.

17. Employee Awards and Recognition Program

Section 1

The Bureau will recognize and reward employees through the Employee Awards and Recognition Program for exceptional achievements above and beyond the scope of their normal duties and responsibilities. The program is also designed to reward employees for promoting the Bureau's core values to Serve, Lead, and Innovate.

The Employee Awards and Recognition Program includes three (3) types of awards or recognition:

- **Monetary Awards:** Lump sum cash payments
- **Time-off Awards:** Excused absences without charge to leave or loss of pay
- **Non-Monetary Recognition:** Recognition given in the form of a Certificate of Appreciation, retirement recognition, or federal length of service recognition

The Awards and Recognition Program is separate and distinct from the CFPB Compensation Program, in which employees are eligible to receive annual salary increases and supplemental lump sum payments based on their summary performance rating. Awards should not be routinely given by a supervisor or come to be expected by an employee.

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).

Section 2

A. 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).

B. 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.

C. An Assistant Director may only give monetary and time-off awards to employees within his/her Office (due to budget transfer considerations). In the event an Assistant Director would like to give a monetary and/or Time-off award to an employee in another Office, the Assistant Director must coordinate the award request through the Assistant Director of the employee's Office, as the award will reduce the budget of the Office in which the employee resides.

D. CFPB will budget centrally for the Director's Mission Achievement Award (so as not to reduce Division-level budgets) as well as Time Off Awards, and any standard costs associated with non-monetary awards.

Section 3

A. All levels of CFPB supervisors (employees with direct reports) may submit award nominations for any eligible employee to their Assistant Director for approval. In addition, non-supervisors may directly nominate other employees for the Director's Mission Achievement Award(s), and all employees are encouraged to bring noteworthy accomplishments of their peers by submitting a recommendation for any other types of awards to the appropriate supervisory or management official.

B. Nominations for awards may be made at any time, unless otherwise directed by the Director of the Bureau. OHC may specify certain award processing periods within the program year to facilitate efficient administration of awards.

Section 4

A. Awards will not be processed prior to appropriate approvals noted throughout this Article.

B. A monetary award is a lump-sum payment and is not considered basic pay, except for annuity calculation purposes.

C. All monetary awards shall be subject to applicable tax withholding rules such as Federal, State, FICA, and Medicare taxes.

D. Monetary awards are not subject to an employee's pay band maximum limitation.

E. Awards may not be given for retention purposes or to account for perceived salary inequity; these matters may be addressed under other Bureau policies and procedures.

F. There are no limits on the number of monetary awards granted to an employee in a program year. However, an employee may not be recognized more than once for the same contribution, with the exception of the Director's Mission Achievement Award, which recognizes overall contributions during the previous program year.

G. Approved awards may be presented by the requesting supervisor and/or Assistant Director in a public forum or individually given to the employee receiving the award.

H. Each division will share (electronically post or distribute) a list of award types and award recipients for all employees of the division on a periodic and timely basis (at least quarterly when possible).

I. The Employer may reduce the budget only in response to a significant, unforeseen adverse event impacting the budget and occurring during the course of the year, subject to its obligation to bargain.

Section 5

All CFPB employees are eligible to be considered for monetary and time-off awards (unless otherwise indicated in the award definition) with the following exceptions:

- The Director of the Bureau;

- Detailees from other agencies;
- Volunteers;
- Interns hired with appointment terms of 90 days or less;
- Contractors;
- Employees who currently are on a Performance Improvement Plan (PIP) or have received a reprimand or suspension for conduct reasons within the previous 6 months;
- Employees who have separated, transferred, or retired from the Bureau.

Section 6 -Table of Awards

TABLE 3: TABLE OF AWARDS

Award Type	Award	Amount	Comments
Monetary Awards	CFPB Spot Award[1]	$50 - $500	Assistant Director approves & manages budget
Monetary Awards	Superior Achievement Award	$750 - $2500	Assistant Director approves & manages budget
Monetary Awards	Team Achievement Award	$250 - $1,500 (per employee)	Assistant Director approves & manages budget
Monetary Awards	Director's Mission Achievement Award	Up to $7,500	Director selects award recipients[2]
Time Off Award	Time-off Award	0-40 hrs	Assistant Director approves & manages usage
Time Off Award	Time-off Award	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
Non-Monetary Recognition	Retirement Recognition	Non-monetary	Initiated by OHC

Award Type	Award	Amount	Comments
			Presented by Supervisor
Non-Monetary Recognition	Federal Length of Service Recognition	Non-monetary	Initiated by OHC Presented by Supervisor

[1]Only award that is grossed up

[2]Director has the authority to select the number of recipients for this award category in any given year

Section 7 – Spot Award

A. The CFPB Spot Award is used to provide immediate recognition and positive feedback to an employee or group of employees who perform in an exemplary manner. Spot Awards are designed to timely recognize one-time, short-term efforts by employees that result in exceptional performance or service. The award is particularly appropriate for rewarding employee efforts that might otherwise go unrecognized.

B. The CFPB Spot Award is a lump sum cash award ranging from $50 to $500, and grossed up so that the employee receives the full amount of the award after income and other taxes are withheld. In addition to the cash award, employees will receive a CFPB Spot Award Certificate.

C. Unless otherwise noted in the eligibility section of this article, all CFPB employees are eligible to receive a CFPB Spot Award.

D. The amount of a CFPB Spot Award should be commensurate with the value of the employee's contribution or achievement. The following table provides examples that warrant varying levels of CFPB Spot Awards. It is the responsibility of the supervisor to consistently apply the eligibility criteria outlined in this article when making determinations, and to document the justification when nominating employees for different award amounts.

TABLE 4: SPOT AWARD

Award Value	General Guidelines
$50 - $250	▪ Making a high-quality contribution to a difficult project or program ▪ Producing a high-quality work product under a tight deadline or difficult circumstances ▪ Effectively training, developing, or motivating others ▪ Completing certain tasks that are outside of the scope of normal responsibilities while continuing to complete primary work assignments ▪ Demonstrating a high degree of customer service or responsiveness to external and/or internal stakeholders ▪ Demonstrating a high degree of professionalism and competence when successfully delivering an important presentation to external and/or internal stakeholders
$251 - $500	▪ Serving as leader or key contributor on a project or initiative that improves the efficiency of and/or reduces costs for the Division or Office ▪ Successfully creating and implementing an idea that results in improved operating efficiencies or higher quality work products or services ▪ Effectively responding to a critical or high priority request while continuing to complete primary work assignments

E. In order for any employee to receive an award, his/her supervisor must submit a nomination form to his/her Assistant Director for consideration and approval.

F. The Assistant Director validates that the award nomination is in compliance with this article and that the award does not cause the Division to exceed the budget.

G. When the Assistant Director approves or denies the nomination, he or she will communicate the decision to the supervisor. If approved, the supervisor completes the CFPB Spot Award Certificate and presents the award to employee.

H. Nomination forms and processing instructions will be determined by OHC.

I. The employee receives the award via an electronic funds deposit during the next available pay period after all required approvals.

J. The Assistant Director records the details of the award for budgetary tracking purposes and files the approved nomination form for documentation purposes.

Section 8 - Superior Achievement Award

A. The Superior Achievement Award recognizes an employee's noteworthy and exceptional accomplishments for work performed on a demanding assignment, highly visible project, or under complex or difficult circumstances, typically over an extended period of time.

B. The Superior Achievement Award is a lump sum cash award (not grossed up) ranging from $750 to $2,500. In addition to the cash award, employees will receive a Superior Achievement Award Certificate.

C. Unless otherwise noted in the eligibility section of this Article, all CFPB employees are eligible to receive a Superior Achievement Award.

D. The amount of a Superior Achievement Award should be commensurate with the value of the employee's contribution or achievement. The following table provides examples that warrant varying levels of Superior Achievement Awards. It is the responsibility of the supervisor to use appropriate discretion and document the justification when nominating employees for different award amounts.

TABLE 5: SUPERIOR ACHIEVEMENT AWARD

Award Value	General Guidelines
$750 - $1500	Successfully completing a project or assignment that has high visibility at the Office or Division level and has significant impact on the Office's or Division's ability to meet its objectives
$1501 - $2000	Successfully completing a project or assignment that has high visibility at the Division or Bureau level and has significant impact on the Division's or Bureau's ability to meet its objectives
$2001 - $2500	Successfully completing a project or assignment that has high visibility, both internally and/or externally, and has significant impact on the Bureau's ability to meet its objectives and fulfill its mission

E. In order for an employee to receive an award, the supervisor must submit a nomination form to their Assistant Director for consideration and approval.

F. The Assistant Director validates that the award nomination is in compliance with this Article and that the award does not cause the Division to exceed its budget.

G. When the Assistant Director approves or denies the nomination, he or she will communicate the decision to the supervisor. If approved, the supervisor completes the Superior Achievement Award Certificate and presents award to employee.

H. Nomination forms and processing instructions will be determined by OHC.

I. The employee receives the award via an electronic funds deposit during the next available pay period after all required approvals.

J. The Assistant Director records the details of the award for budgetary tracking purposes and files the approved nomination form for documentation purposes.

Section 9 - Team Achievement Award

A. The Team Achievement Award recognizes the efforts of employees who work collaboratively and effectively on projects or programs that improve productivity, realize significant cost reductions, streamline operations, or accomplish the strategic goals of the Bureau.

B. The Team Achievement Award is a lump sum cash award (not grossed up) ranging from $250 to $1,500 per person. In addition to the cash award, employees will receive a Team Achievement Award Certificate.

C. Unless otherwise noted in the eligibility section of this Article, all CFPB employees are eligible to receive a Team Achievement Award.

D. Given the Bureau's emphasis on teamwork, and the significant application of cross-functional and cross-office teams to accomplish our work, the Bureau strongly encourages the use of team achievement awards. The amount of a Team Achievement Award that is given to each employee on a team should be commensurate with the value of the achievement and based on the extent of the impact the team's contribution had on the Office's goals and objectives. Varying levels of awards may be given to employees on a team based on the level of their individual contributions.

E. The following table provides examples that warrant varying levels of Team Achievement Awards. It is the responsibility of the supervisor to use appropriate judgment and document the justification when nominating employees for different award amounts.

TABLE 6: TEAM ACHIEVEMENT AWARD

Award Value	General Guidelines
$250 - $750	▪ Working collaboratively as a group to produce exceptional results that are greater than, or delivered faster than, what would reasonably be expected ▪ Effectively and efficiently working as a group to successfully respond to an emergency situation
$751 - $1500	▪ Working collaboratively as a group to produce exceptional results that have high visibility and/or significant impact to the Bureau's mission and are greater than, or delivered faster than, what would reasonably be expected ▪ Effectively and efficiently working as a group to successfully respond to an emergency situation that has high visibility and/or significant impact to the Bureau's mission

F. In order for a team to receive an award, the supervisor must submit the nomination form to his/her Assistant Director for consideration and approval. If the nomination is for a team including employees in more than one division, then the nomination will be submitted to each of the relevant Assistant Directors.

G. The Assistant Director validates that the award nomination is in compliance with this Article and that the award does not cause the Division to exceed its budget.

H. When the Assistant Director approves or denies the nomination, he or she will communicate the decision to the supervisor. Approval of differing award amounts for different team members should be documented and justified based on identifiable differences in contributions. If approved, the supervisor completes the Team Achievement Award Certificates and presents awards to employees. If the award nomination is denied, no further action is needed.

I. Nomination forms and processing instructions will be determined by OHC.

J. The employees receive the awards via electronic funds deposits during the next available pay period after all required approvals.

K. The Assistant Director records the details of the award for budgetary tracking purposes and files the approved nomination form for documentation purposes.

Section 10 - Director's Mission Achievement Award

A. The Director's Mission Achievement Award is given once a year to employee**(**s**)** who have had the greatest impact on the Bureau's ability to fulfill its mission critical objectives while adhering to the CFPB core values to Serve, Lead, and Innovate.

B. The Director's Mission Achievement Award is a lump sum cash award (not grossed up), the value of which is determined by the Director of the Bureau each year, not to exceed $7,500. In addition to the cash award, employees will receive an award certificate and recognition in a Bureau-wide forum.

C. Unless otherwise noted in the eligibility section of this Article, all CFPB employees are eligible to receive the Director's Mission Achievement Award.

D. OHC will specify the timelines, forms, and procedures to facilitate employee nominations for the Director's Mission Achievement Awards, and for the operation of a joint labor-management award committee to review these nominations. The committee will provide a recommendation to the Director including the recommended recipients, award amounts and rationale for awards**.** In any given year, the Director has the authority to select the number of employees that will receive the award. When considering employees for nomination, each supervisor should review each employee's overall contributions and performance during the previous program year and the overall impact that the employee has had on the Bureau and consider nominations to bring forward. Non-supervisory personnel should consider the high impact work of others that they are aware of and consider nominations to bring forward. As this is the Bureau's highest award, the contributions of employees who are nominated for this award must warrant such distinction and recognition.

E. Nominees of the Director's Mission Achievement Award should not be made aware of their nomination.

F. OHC and NTEU chapter leadership will collaborate to establish the operating procedures for the joint labor-management award committee. OHC will collaborate with Associate Directors to select management representatives for the committee and NTEU chapter leadership will select labor representatives. There will be an equal number of management and labor representatives.

G. The Director may meet individually with each Associate Director to discuss each Division's nominations or with the joint labor-management award committee.

H. The Director selects recipients and will inform OHC and the joint-labor management award committee of all final selections.

I. OHC contacts each Associate Director with the final award decision for his/her Division.

J. During the next available Bureau-wide forum, or via Bureau-wide email, the Director announces award recipients.

K. Nomination forms and processing instructions will be determined by OHC. The employees receive the awards via an electronic funds deposit during the next available pay period after final Director approval and announcement.

Section 11 - Time-Off Awards

A. A Time-off Award is an excused absence without charge to leave or loss of pay. The award recognizes superior accomplishment or other personal effort that is outside of the employee's normal scope of work and/or the attainment of results that are significantly greater than expected.

B. Time-off Awards may be used in lieu of other types of leave and are granted in the form of leave hours as outlined below:

1. Full-time employees: May receive up to 40 hours for a single project/contribution. In exceptional circumstances, employees may receive up to 80 hours in a single leave year. Requests to award a full-time employee more than 40 hours in a single leave year must be approved by the Associate Director and the Chief of Staff, or his/her designee.

2. Part-time employees: May receive up to 20 hours for a single project/contribution. Part-time employees may receive up to 40 hours in a single leave year.

C. In addition to the Time-off Award, employees will receive a Time-off Award Certificate. It is the responsibility of the Assistant Director to ensure that an employee does not exceed the hourly limits as defined above.

D. Unless otherwise noted in the eligibility section of this Article, all CFPB employees are eligible to receive Time-off Awards, with the exception of intermittent employees. Intermittent employees are part-time employees who do not have a regularly established work schedule.

E. Awards may be granted in increments of 8 hours.

F. A full-time employee will generally not receive more than 40 Time-off Award hours in a leave year. However, in exceptional circumstances, an employee may be awarded up to 80 hours in a single leave year. Such requests must be approved by the Associate Director and the Chief of Staff, or his/her designee.

G. Time-off award hours will be forfeited if not used within one year of receipt.

H. Time-off award hours may not be converted to cash under any circumstances, including the provisions in the Annual Leave Policy and the Fair Labor Standards Act.

I. Time-off award hours will be forfeited when an employee separates from the Bureau.

J. Time-off award hours may not be granted as a substitute for credit hours, overtime pay, or compensatory time.

K. While multiple monetary awards may not be given for a single project/contribution, a supervisor may combine Time-off Awards with other forms of awards. For example, an employee might receive an award consisting of both a one-day Time-off Award as well as a $100 CFPB Spot Award for a single contribution as long as the combined "value" of the award is commensurate with the employee's contribution.

L. Time-off Awards are centrally budgeted and do not impact the Office's cash awards budget. However, supervisors should consider the impact of an employee's absence when giving a Time-off Award.

M. Time-off Awards do not have explicit cash value and do not change the employee's income. As a result, Time-off Awards are not subject to additional tax withholdings. Tax

withholdings, however, are deducted from the salary paid during the period the Time-off Award is used, just as tax withholdings are deducted when employees use annual or sick leave or other forms of authorized paid absence.

N. As supervisors are considering what type of award to give an employee, they should ask the employee which type of award they prefer**;** paid time off or monetary award**.** Further, supervisors should comply with the employee's preference while considering both budget availability and work scheduling needs.

O. The amount of a Time-off Award should be commensurate with the value of the employee's contribution or achievement. The following table provides examples that warrant varying levels of Time-off Awards. It is the responsibility of the supervisor to use appropriate judgment and document the justification when nominating employees for different award amounts.

TABLE 7: TIME-OFF AWARD

Award Value	General Guidelines
1 – 2 Days	▪ "Going the extra mile" to complete a project or assignment within the allotted timeframe ▪ Impact of project or assignment is generally Team or Office level based
2 – 3 Days	▪ Producing high quality work on a project or assignment beyond what would be reasonably expected in the allotted timeframe ▪ Impact of project or assignment is generally Office or Division level based
3 – 5 Days	▪ Producing high quality work on a project or assignment beyond what would be reasonably expected in the allotted timeframe ▪ Impact of project or assignment may be Office, Division, or Bureau level based

P. In order for employees to receive an award, the supervisor must submit a nomination form to his/her Assistant Director for consideration and approval.

Q. The Assistant Director validates that the award nomination is in compliance with this Article.

R. When the Assistant Director approves or denies the nomination, he or she will communicate the decision to the supervisor. If approved, the supervisor completes the Time-off Award Certificate and presents the award to the employee. If an employee has already received 40 hours in a leave year, the Assistant Director must receive approval by their Divisional Associate Director and the Chief of Staff, or his/her designee.

S. Nomination forms and processing instructions will be determined by OHC. The employee receives the time-off award amount in WebTA for use during the one-year window period. As with any form of leave, employees must receive prior approval from their supervisor before using the Time-off Award.

T. The Assistant Director records the details of the award for tracking purposes and files the approved nomination form for documentation purposes.

Section 12 - Non-Monetary Recognition

A. Non-monetary recognition may be used to express appreciation to another CFPB employee or to recognize milestones in an employee's career.

B. Guidelines for the various types of non-monetary recognition are outlined below.

C. Unless otherwise noted in the eligibility section of this Article, all CFPB employees are eligible to receive non-monetary recognition.

D. Non-monetary recognition includes the following:

1. A Certificate of Appreciation may be given by supervisors or employees to recognize another employee's exceptional performance, customer service, or contributions. Certificates do not have an associated monetary award and there is no budget associated with this recognition. Certificates of Appreciation may be downloaded from the CFPB intranet and completed by any employee, and then given to another employee in a manner the originator deems appropriate (electronically or printed). While certificates do not require approval, it is recommended that employees notify the supervisor of the receiving employee prior to giving a certificate.

2. Employees who retire from the Bureau will receive a retirement recognition certificate. There is no CFPB length of service requirement for this recognition. Upon notification of an employee's pending retirement, OHC will provide a Retirement Recognition Certificate to the supervisor for presentation to the retiring employee.

3. Employees will receive a certificate and pin to commemorate every five years of service to the Federal Government. Certificates will be presented to individual employees as they complete 5, 10, 15, 20, 25, 30, 35, 40 or more years of service with the Federal Government, which includes all civilian and honorable military time. OHC will provide a Federal Length of Service Recognition Certificate to the supervisor for presentation to the employee.

Section 13 - Data

The Employer will periodically and timely (at least quarterly, when possible) share information with the NTEU Chapter leadership on award amounts for each recipient by name and award type of bargaining unit employees in addition to recipient characteristics of awards granted including division, office, pay band, race/national origin, over/under age 40, sex, and field or headquarters location, as well as aggregate award amount for non-bargaining unit employees by division.

18. Merit Promotion

Section 1

It is agreed that all promotions to bargaining unit positions are to be made on a merit basis by means of the systematic and equitable procedures as contained in this Article. The provisions of this article will apply whenever a hiring manager elects to announce a vacancy using competitive merit promotion procedures. 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 Attorney Hiring and Promotion Policy agreement dated January 13, 2015.

Section 2

All placement and promotion actions to positions in the bargaining unit will be done according to the provisions of this Article, except for the following:

A. Career ladder promotions where competition has taken place earlier.

B. Attorney hiring and promotion actions. These actions are covered under the Attorney Hiring and Promotion Policy.

C. A position change permitted by reduction-in-force (RIF) procedures as outlined in the Reduction-In-Force Article.

D. Promotion of an employee who failed to receive proper consideration in a prior competitive promotion action under the provisions of Priority Consideration as contained in this Article.

E. Promotion that results from the application of new classification standards or the correction of a classification action.

F. Selection for promotion or training of disabled employees under 5 CFR 213.3102(u).

G. Accretion of duties.

1. A promotion based on accretion of duties is a noncompetitive promotion of an employee to a higher band level resulting from the reclassification of the employee's position because of the addition of substantive new and higher-band level duties and responsibilities. In such cases it must be determined that at the time the employee was hired in his or her current position, there was no intent that the current band level would be increased in the foreseeable future.

2. If there is more than one (1) employee in the organizational unit who would qualify for the higher banded position, competition will be confined to the organizational unit where the work is assigned.

H. Conversion of a temporary promotion to a permanent promotion provided:

1. The temporary promotion was originally made under competitive procedures;

2. The normal minimum area of consideration for the position was used to recruit candidates; and

3. The fact that the position might lead to a permanent promotion was made known to potential candidates.

I. Temporary promotions or details for 120 days or less made pursuant to the Details Article.

J. Reassignments made pursuant to the Reassignments Article.

K. Promotion to a band level previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which an employee was separated or demoted for other than performance or conduct reasons.

L. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) and did not lose because of performance or conduct reasons.

M. Selection from a delegated examining certificate of eligibles or other appropriate sources (e.g., Veterans' Recruitment Appointment, Schedule A authority for persons with disabilities, direct hire authority, etc.).

Section 3

The Parties agree that the goal is to fill all vacant positions with the best qualified candidates available, taking into consideration the Employer's long-term needs and affirmative employment obligations. The Parties further agree that the Employer has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within the CFPB and by concurrently recruiting from any other appropriate recruiting source by any appropriate means, e.g., OPM competitive examining referrals, reassignments, reinstatements, advertisements. When a position is posted to be open to applicants from outside the bargaining unit, bargaining unit employees will be given the opportunity to apply for the vacant position and will be given simultaneous consideration with the outside applicants.

Section 4

A. Announcements for bargaining unit positions will be advertised at least CFPB-wide; unless the position is being announced in accordance with Section 2, G.2. If desired, managers may expand the area of consideration to include other eligible applicants from outside of CPFB (e.g., other Federal employees).

B. Vacancies opened CFPB-wide will, at a minimum, be posted on the CFPB website. Vacancies open to external sources will be posted on the CFPB website and on the Office of Personnel Management (OPM) USA Jobs website. All employees will be provided access to such systems at their regular work sites. Employees will be permitted to prepare and submit applications for CFPB positions during normal duty hours, without charge to leave.

    1. All vacancy announcements for bargaining unit positions will be open for a minimum of seven (7) workdays.

C. All vacancies for CFPB positions will be listed on the CFPB website no later than the date of posting.

D. At a minimum the vacancy announcement will contain:

    1. announcement number;

2. opening and closing dates for acceptance of applications;
3. position title, series, band, organization, and location of the position;
4. promotion potential, if any;
5. area of consideration;
6. a brief description of the duties and responsibilities;
7. qualifications required including selective placement factors, if applicable;
8. competencies that will be evaluated during the application process;
9. procedures for applying;
10. number of positions expected to be filled;
11. evaluation methods to be used; and
12. special job requirements such as travel or mobility, or specific requirements for advancement or retention.

Section 5

Any candidate who wishes to be considered for a vacancy announcement, must apply as follows:

A. Submit an on-line application through the CFPB or the OPM USA Jobs web~~site~~;

B. Respond to the basic application and any required vacancy assessment questions**,** submit any required materials, and follow the instructions as outlined in the vacancy announcement.

Section 6

A. The Employer agrees that selective placement factors will only be used when they are essential to the successful performance of the position. In such cases, they will constitute a

part of the minimum requirements of the position. Selective placement factors will be made clear to applicants in the vacancy announcement and must be met at the time of application. They will also be available to the Union upon request.

B. Applicants who meet the minimum qualification requirements of the position and any selective placement factors will be further assessed to determine if they are "best qualified."

Section 7

A. Minimally qualified applicants will be further evaluated based on the assessment criteria as 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.

B. When ranking applicants for vacancies at multiple band levels, each applicant will be ranked separately by each band level for which the applicant applied.

C. In those cases where the Employer finds that the nature of the job requires more direct involvement of subject matter experts (SMEs), one or more SMEs will be utilized to review and evaluate the applicants.

D. The SMEs may evaluate applicant assessment responses by reviewing and verifying information contained in the applicant's resume and other information submitted by the applicant and as identified in the vacancy announcement.

E. The assessment of each applicant by SMEs will be based solely on the documentation before the SMEs and not on the personal knowledge or opinion of the SMEs.

F. The Employer has determined that the SMEs must be at the same or higher band level than the position to be filled.

Section 8

A. 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.

B. 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.

C. 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. In most instances, if SMEs are utilized in the interview process, they will be at the same or higher band level as the position being filled. In some instances, employees in a lower band level (those who will report to the position or work with the position) may participate in interviews, but the hiring manager will make the final selection decision.

D. Applicants who do not make the Certificate of Eligibles will not be referred. Applicants under external postings can check the status of their applications at any time by logging into their profile on the USA Jobs website.

E. Absent exigent circumstances, selections (or a decision to non-select) will generally be made within ninety (90) days from the date the certificate of BQ candidates is received by the selecting official.

Section 9

An employee selected for a promotion will normally be released from his or her present position, and the promotion will be effective, at the end of the pay period closest to fifteen (15) calendar days after final offer of employment is accepted.

Section 10

A. 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:

   1. Whether or not his or her application was received;

   2. Whether he or she met the minimum qualifications for the position, including selective placement factors;

   3. Whether he or she was referred to the selecting official; and if he or she was selected for the position.

B. Subject to applicable law and regulation, and absent pending litigation, the Employer will maintain a file on each merit promotion action for a period of two (2) years.

Section 11

An employee who is the subject of an investigation for misconduct will not be denied or have a promotion delayed on the basis of such an investigation unless it is necessary to protect the interests of the Employer.

Section 12

An employee's accumulation or balance of annual or sick leave may not be considered by ranking officials and/or selection officials as a basis for selection or non-selection. However, this does not preclude the consideration of leave balances if there is abuse of leave or resultant effect on the employee's dependability or work performance.

Section 13

A. 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 which the same organizational location as the position denied, 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.

B. In the event that two (2) or more employees are entitled to priority consideration for the same vacancy, the name of all such employees shall be submitted on a Certificate of Eligibles for Reconsideration or Re-promotion to the selecting official in alphabetical order. The employee's application and performance appraisal will be included with the certificate.

C. If a priority consideration candidate is non-selected, upon request, the candidate will be provided the following information:

    1. Whether or not his or her application was received;

    2. Whether he or she met the minimum qualifications for the position, including selective placement factors;

    3. Whether he or she was referred to the selecting official; and

    4. If he or she was selected for the position.

D. If an Employee with a priority consideration is not selected, the Employee will have received their opportunity and is no longer eligible for further priority consideration.

Section 14

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:

A. Announcement number for each position filled.

B. Number of vacancies identified in the announcement and number of vacancies that were filled under each announcement.

C. Number of candidates referred under each announcement.

D. Selection action (i.e., a clear indication of whether or not a selection was made) for each announcement.

E. Date of each selection action (if a selection was made).

19. Career Ladder Promotion

Section 1 Definition

A. Career Ladder Promotion: A series of positions of increasing difficulty through multiple pay bands within an occupational series. A career ladder starts at the lowest level at which an employee can be hired for developmental purposes and progresses through multiple levels to the full performance level without further competition. If the position is on a career ladder, it will be identified in any vacancy announcement, offer letter, and the appointment Notification of Personnel Action (SF-50).

B. Full Performance Level: Typically, the level at which all employees hired in the occupational group are expected to achieve. At the full performance level, the employee is deemed to have the expertise normally required in his or her field and is capable of performing the full range of assigned duties and responsibilities.

Section 2 Advancement

Employees initially compete for career ladder positions and may be selected at any band within the ladder for which they qualify. Once placed on a career ladder, employees may be promoted progressively to the full performance level, provided there is sufficient work available at the next higher band level and the employee meets all eligibility and qualification requirements.

Section 3 Requirements for Career Ladder Promotion

A. Career ladder promotions are an important tool for advancing and retaining CFPB employees.

B. Career ladder promotions are neither automatic nor guaranteed. 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:

    1. Meet the qualification requirements of the next higher band;

    2. 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 meeting the requirements of III B, 3.

    3. Perform at the overall "Accomplished Performer" (or equivalent in new system) level or higher and be rated as "Accomplished Performer" (or equivalent in new system) or higher on any critical element that is also a critical element for the next higher band.

Section 4 Process for Achieving a Career Ladder Promotion

A. Management will identify and explain how an employee progresses through a career ladder including what criteria will be applied to moving from one level to another. The criteria (including any job-specific standards established by a Division or Office) for career ladder advancement will be applied fairly and consistently to employees in the same position. If the criteria for advancement require satisfactory performance of specific assignments or tasks, Management will make every reasonable effort to distribute these work assignments or tasks in a manner which provides a fair and reasonable opportunity to demonstrate an ability to perform at the higher level for all employees.

B. 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.

C. 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.

D. 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 conditions in Section III B, 3 have been met.

E. 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.

Section 5 Career Pathing Working Group

Within sixty (60) days of the effective date of this Agreement, the parties will establish a joint working group on career pathing, which will include three representatives from management and three representatives from the Union. This group will meet as necessary, but at least semi-annually, to discuss the Bureau's current career pathing efforts and any recommendations for improvements or other changes that would help promote employee development and opportunities for advancement.

20. Details

Section 1

A. 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. A detail is not a position change; the detailed employee continues to encumber the position from which he or she is detailed, and keeps the same pay and status, except as provided below**.** This article only applies when employees will remain in the bargaining unit while on detail and the detail is within the Bureau. Details will be made in accordance with applicable laws, rules, regulations, and this Article.

B. This Article does not apply to rotational programs such as the Presidential Management Fellows Program or Honors Attorney Program. It also does not apply to the Examiner Commissioning Program's headquarters rotation requirement.

C. Details may be to duties at the same, higher, or lower pay band or to unclassified duties. Employees may be detailed internally at CFPB as follows:

1. To duties at the same or lower band: 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.

2. To duties at a higher band: 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 in accordance with Merit Promotions Article and may be made or extended up to a maximum of one year. As outlined in Section 4 of this Article, 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.

3. To unclassified duties: 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.

4. Details will not be extended without the employee's consent, except when necessary to complete work currently underway on an assignment. Employees are encouraged to raise any concerns about the possible extension of a detail prior to accepting the detail assignment.

D. The parties recognize that details are necessary to meet the staffing needs of the Employer and may also be appropriate for training and developmental purposes. The Employer has the right to detail employees based upon staffing, mission, and workload requirements.

E. In accordance with OPM regulations, details to duties at higher pay bands that are expected to last more than 30 calendar days shall be documented with a Standard Form 52 (or comparable agency form) filed in the employee's Official Personnel Folder. Details to duties at the same or lower pay band will be documented with an SF-52 (or comparable agency form) if they are expected to last 120 days or more.

Section 2

The Employer will select employees 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. In making these selections, the Employer will consider such factors as:

1. The mission-related needs requiring the detail assignment;

2. Employee knowledge, skills, abilities, experience, and relevant competencies;

3. The extent to which workload would be interrupted in the office to which the potential detailee is permanently assigned;

4. Other relevant job qualifications; and

5. Developmental needs of the employee.

Section 3

A. 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 describe these detail opportunities with as much specificity as practicable including the nature of the work involved, the anticipated geographic location, the pay band (if the detail work is classified), telework or alternative work schedule considerations and the anticipated duration of the assignment.

B. An employee wishing to be considered for a detail covered by this Article will respond to the Employer's solicitation by the specified deadline, which will normally be at least five (5) business days after posting, absent an urgent business need for filling the detail as soon as possible.

C. The Employer will consider expressions of interest and make selections from among these employees in a fair and equitable manner consistent with the factors identified in Section 3 of this Article. The losing and gaining offices must both approve of the detail. If the detail is approved, the losing and gaining office managers will coordinate to identify a start date and implement the detail. If the losing office does not approve the selection, then the employee should be informed and provided an explanation as to the reasons why the selection could not be approved.

D. If there are insufficient qualified volunteers and the Employer wishes to proceed with the detail, then selection will be made from qualified employees possessing the necessary band, skill level, and experience requirements for the detail.

Section 4

A. A temporary promotion is the temporary assignment of an employee to a higher band position for a specified period of time with compensation at the higher band level. The employee returns to his or her position at the end of the assignment. An employee who is selected for a detail to a higher band level position for a period of less than 120 days and meets all of the qualification and other applicable requirements will be offered the

opportunity as a temporary promotion. Temporary promotions under this section will only be made for temporary assignments of 30 days or more.

B. The new assignment will begin on the effective date of the temporary promotion which is established by the Office of Human Capital in partnership with the losing and gaining managers and after pay-setting has been completed.

C. Selection for temporary promotions that are more than 120 days will be filled in accordance with Merit Promotions Article. Employees who are temporarily promoted without the use of merit procedures will need to compete in order to remain in the position for more than 120 days.

Section 5

A. To the extent known by the Employer, employees will be given as much advance notice as practicable of any detail and, where practicable, at least 14 calendar days' notice as to the specific location and expected duration of the assignment. In those instances when the foregoing deadlines cannot be met, the Employer agrees to give as much advance notice as practicable.

B. Employees serving on details may request telework and a work schedule from among those available in the office to which they are detailed. Telework and work schedule requests will be considered consistent with the Bureau's telework and work schedule policies and with mission requirements.

C. When an employee is returning from a detail, the Employer will seek to meet with the employee to discuss any material changes in the operating procedures of the position that may have occurred since the employee was detailed away from the position.

21. Reassignments

Section 1

A. A reassignment is an action that places an Employee in another CFPB position that is at the same pay band and has no higher promotion potential than the Employee's current position. An Employee may be reassigned either competitively or non-competitively. 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. This Article applies to management-directed reassignments. Competitive reassignments are covered by the Merit Promotion Article.

B. This Article does not apply to reassignments made by the Employer for the purpose of providing an employee with a reasonable accommodation. Reassignments as a reasonable accommodation will be made in accordance with applicable statutes, regulations, and the Bureau's Reasonable Accommodation policy.

C. This Article does not apply to requests by employees to permanently change duty stations within the continental United States without a change in position, which are considered under the Employee-Initiated Requests for Change in Duty Station Article.

D. Employees in the Office of Supervision Examinations may request to relocate their Home Duty Station within their current region under procedures negotiated by the Parties, which are incorporated by reference.

Section 2

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

A. 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.

B. 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; and

   3. the knowledge, skills, and abilities required by the position.

C. 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.

Section 3

Employees involuntarily reassigned will be notified of a reassignment outside of the duty station/commuting area at least sixty (60) days in advance of the reassignment; and at least thirty (30) days in advance for reassignments within the same duty station/commuting area.

Section 4

The provisions of this Article shall 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 in accordance with the requirements of the Mid-Term Negotiations Article or the Reduction in Force Article.

Section 5

The Employer may waive qualifications for non-competitive reassignments. Normally waivers to qualifications may be granted during reductions-in-force, as a result of a third-party decision on a complaint or grievance, as part of a settlement agreement or to meet an important business need.

Section 6

Nothing in this Article prevents an employee from applying for a position in response to a vacancy announcement.

22. Employee-Initiated Requests for Change in Duty Station

Section 1 – Purpose

A. This article defines the process for an employee to initiate a voluntary request for a change in duty station (without a change in position) in the following situations:
   1. The employee's position is not eligible for a Remote Work Location Designation, but the employee would like to request a remote work arrangement. (Section 2)
   2. The employee currently works at an approved remote work location and would like to move to a different remote duty station location (Section 3)
   3. An employee is currently not working at an approved remote location but occupies a position that is eligible for a Remote Work Location Designation and would like to move to a remote duty station (Section 3).
   4. An examiner would like to change regions and move to a different remote duty station location (Section 4).

B. The provisions (with the exception of Section 4) of this article apply to all employees, regardless of job title or duty station.

C. All requests to change the location of a duty station under this article will be processed centrally using a form or system developed by the Bureau.

D. Any change in duty station made under this article is subject to approval by the Bureau in accordance with the terms of this article.

Section 2 – Requesting a Remote Work Location Designation and Duty Station

A. Employees whose positions are not eligible for a remote work location designation pursuant to the Remote, Telework, and Hybrid Program article may request a remote designation in order to:

1. Address a unique or personal circumstance that necessitates relocation of the employee on a temporary basis; or
2. Retain the employee on a permanent basis.

B. The terms and provisions of the Remote, Telework, and Hybrid Program Article apply to any remote work authorized under this section.

C. The official worksite/duty station for an employee who is approved for remote work is the approved location specified in the employee's Remote Work Agreement; the employee will receive the locality pay that is associated with the location of their approved duty location.

D. An employee-initiated request to change duty station without a change in position is not an entitlement. Work Location Designations are subject to approval by management. The Bureau will not pay for any employee-initiated moves.

E. Temporary changes in duty station to address a unique or personal circumstance of an employee may be authorized for an initial period of up to one year and extended up to a maximum of two years, provided the current Bureau Telework Program (including Extended Situational Telework) does not adequately address the employee's work location needs; the costs associated with having the employee change duty stations (travel, resources, etc.) are reasonable; and the employee meets the eligibility and suitability requirements outlined in Sections 5 C and D of the Remote, Telework, and Hybrid Program Article.

F. Permanent changes in duty station to retain employees may be authorized if the request satisfies the conditions specified in item E above and management determines that the loss of the employee would have significant negative impact on the ability of the Bureau and/or work unit to achieve its goals; and the employee would likely choose voluntary separation if the relocation request is not approved. Factors that will be considered in deciding whether loss of the employee would have significant negative impact include, but are not limited to:

1. Number of years working at the ”urea’
2. Specialized knowledge
3. Institutional knowledge
4. The employee has unique knowledge or skills not possessed by other Bureau employees

G. To request a change in duty station for a position that is not designated as remote eligible:
   1. The employee initiates the process by submitting a request to their supervisor for a remote work location.
   2. The supervisor will review the request in accordance with the criteria as defined in this Section.
   3. If approved, the employee must execute a Remote Work Agreement with their first-level supervisor and maintains a record of the agreement. Management will process the personnel action within 30 days of executing the Remote Work Agreement unless a different timeframe is mutually agreed upon between the employee and their supervisor and the employee's duty station will be changed to the approved location specified in the employee's Remote Work Agreement. The employee will return to their previous duty station at the end of the approved duration of the Remote Work Agreement at the employee's own expense.

Section 3 – Requesting approval of a remote duty location or a change to an approved remote duty location

A. Employees who currently work at an approved remote location may request to change their official duty station to a different remote duty location on a permanent or temporary basis using a form or system developed by the Bureau.
B. Employees not currently working at an approved remote location, but in a position that is eligible for a Remote Work Location Designation, may request a change to a remote duty location on a permanent or temporary basis by using the form or system developed by the Bureau.
C. For positions with duties that do not require extensive travel, as identified in the employee's position description and job announcement there will be no evaluation of the suitability of the proposed duty station outside of the terms and conditions of this article and Management will endeavor to process the personnel action within 30 days of receiving the request. Employees will not be permitted to work remotely outside of the contiguous United States without either a Domestic Employee Teleworking Overseas

Agreement (DETO) or an approved Situational or Extended Situational Telework Agreement.

D. For positions with duties requiring extensive travel, as identified in the employee's position description and job announcement, additional evaluation of duty station location suitability may be required prior to approval. Requests for locations outside of the contiguous United States will not be considered.
   1. No additional evaluation is required if:
      a. the proposed duty station is under 60 miles from the employee's current duty station; and
      b. the employee can travel to a Large or Medium Hub (as classified by the Federal Aviation Administration) airport or any of the following small hub airports within 90 minutes commuting time: Oklahoma City, OK (OKC), Highland Springs, VA (RIC), Spokane, WA (GEG), Myrtle Beach, SC (MYR), Louisville, KY (SDF), Savannah, GA (SAV), Tucson, AZ (TUS), Pensacola, FL (PNS), Tulsa, OK (TUL), Birmingham, AL (BHM), Palm Springs, CA (PSP), Long Beach, CA (LGB), Grand Rapids, MI (GRR), Syracuse, NY (SYR), Buffalo, NY (BUF), Providence, RI (PVD), El Paso, TX (ELP), Des Moines, IA (DSM), Alcoa, TN (TYS), Little Rock, AR (LRT), Valparaiso, FL (VPS), Albany, NY (ALB), Fresno, CA (FAT)
   2. Additional evaluation is required if the employee does not meet the requirements of D1, above. In such cases, the employee must meet the following additional evaluation requirements:
      a. The Proposed duty station must be within 90 minutes commuting time to a large or medium hub airport or any of the following small hub airports within 90 minutes commuting time: Oklahoma City, OK (OKC), Highland Springs, VA (RIC), Spokane, WA (GEG), Myrtle Beach, SC (MYR), Louisville, KY (SDF), Savannah, GA (SAV), Tucson, AZ (TUS), Pensacola, FL (PNS), Tulsa, OK (TUL), Birmingham, AL (BHM), Palm Springs, CA (PSP), Long Beach, CA (LGB), Grand Rapids, MI (GRR),Syracuse, NY (SYR), Buffalo, NY (BUF), Providence, RI (PVD), El Paso, TX (ELP), De Moines, IA (DSM), Alcoa, TN (TYS), Little Rock, AR (LRT), Valparaiso, FL (VPS), Albany, NY (ALB), Fresno, CA (FAT); and
      b. For examination staff, the airport must have flight options to three frequented destination airports within the employee's assigned region, as of the time of the employee's request. The flight options must:

c. Not require employees to begin travel before 6:00 am or later than 10:00 am local time; and
d. Allow the employee to travel from the proposed remote duty station to the destination airport within six hours.

E. Employees will be expected to submit documentation supporting the additional evaluation requirements.

F. Employees in an approved remote duty station location as of the effective date of this Article that do not meet the additional evaluation requirements under section 3D1 will be allowed to retain their current remote duty station location as long as they remain at their current location or within 30 miles of their current location.

G. Management will provide NTEU with a list of positions with extensive travel requirements within 5 business days of the effective date of this agreement, and thereafter whenever making changes to the list.

Section 4 – Requesting a change in region and remote duty location for examiners

A. Examiners may request a change in region and remote duty location.

B. An examiner may request to change regions without changing their duty station location as long as their current duty station meets the additional evaluation requirements outlined under Section 3.

C. Eligibility

1. Must be an examiner
2. Must not have been issued an At-Risk memo due to performance concerns within a year
3. Must not have been on a Performance Improvement Plan within a year
4. Must not be on a probationary period
5. Must have been working in their current region for at least two years
6. Must not have had any disciplinary action in the last two years

D. The receiving region must have an examiner vacancy available or not be exceeding their authorized headcount by more than five. If the receiving region does not have a vacancy but is less than five over the authorized headcount, a transfer of the headcount may be approved.

E. Supervision leadership will consider a request to waive eligibility requirements related to a probationary period or working in the region for two years in the event of specific hardship situations that include:

1. A specific long-term medical situation of a family member where services or care are more accessible from a specific location
2. Specific situations related to a family member status, such as a divorce (custody issues) or spousal placement (dual career)

F. Regional transfers may also be initiated and approved through the reasonable accommodations process when the employee has a medical situation or disability and requires access to care in a specific location.

G. The new remote duty station within the receiving region must meet the additional evaluation requirements listed in Section 3 of this article.

Section 5 – Denying an Employee Initiated Request for a Change in Duty Station

A. When denying a request for an employee-initiated change in duty station (both temporary or permanent), the supervisor must document the reason(s) for denial. A copy of the documentation will be retained by OHC.

B. OHC will maintain records, consistent with the applicable records schedule(s), of all denials of employee requests to change their duty station location under this Section, including: (1) a unique employee identifier; (2) the employee's job title; (3) the employee's division; (4) the employee's office; (5) the employee's region (if applicable); (6) the location (city and state) of the employee's current duty station; (7) the location (city and state) of the proposed new duty station; (8) the name of the supervisor who denied the request; (9) the reason(s) given for the

denial; and (10) the employee's race, ethnicity (e.g. Hispanic or Not Hispanic), national origin, gender, whether the employee has a disclosed disability status (not the particular disability), and whether the employee is over or under 40 years old. Where necessary to protect an individual's privacy rights or other legal rights, redaction or aggregation of data may be employed.

C. Once each quarter, OHC will compile a spreadsheet containing the information listed in Section 5B. of this Article and provide an electronic copy to both Bureau management and NTEU 335 leadership.

23. Position Classification

Section 1

A. The EMPLOYER agrees that 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).

B. The EMPLOYER agrees to prepare new position descriptions 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.

C. 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.

D. In the case of new or revised position descriptions, copies will be provided to the UNION on a timely basis, generally no later than the date it is provided to the employee. The Union shall have the right to bargain over the impact and implementation of changes to employees' position descriptions in accordance with 5 USC § 7106.

E. The phrase "other duties as assigned" relates to duties normally assigned to a position, and are of an incidental, infrequent, or emergency nature, so as to make it impractical to include the duties in the narrative portion of the job description. It is understood that this Subsection does not preclude the EMPLOYER from assigning such duties as necessary to accomplish its mission in accordance with law.

F. Employees on detail will remain on the position description of record. Employees who are detailed will be provided the position description for the position to which they are detailed.

If the detail is an assignment to unclassified duties, the employee will receive a list of relevant duties to be performed.

Section 2

Nothing in this article shall limit the UNION's ability to raise issues concerning position descriptions in appropriate situations, such as a Labor Management Forum, to the extent permitted by law. In accordance with 5 USC § 7106, the UNION reserves the right to bargain over the impact and implementation of changes to employees' position descriptions.

Section 3

A. 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.

B. The supervisor will review the material provided and discuss the position description and proposed changes with the employee. If the supervisor concurs, the supervisor shall submit a written request along with the revised position description to the Office of Human Capital (OHC) for a classification review. The supervisor's determination will also be communicated to 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.

C. If the employee is unable to resolve the position description discrepancies by following the steps outlined in subsections A and B above, he/she may submit a written request for a classification review directly to OHC. Classification review requests must include the rationale in support of his/her request and the revised description of duties and responsibilities from subsection A above.

D. Upon receipt of a request for a position classification review submitted through processes outlined in subsections B or C above. 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.

E. A copy of the written evaluation statement and position description resulting from the desk audit shall be furnished to the employee upon completion and approval by the OHC.

F. At any time during the above process, an employee shall have the right to consult with the Union.

Section 4

The EMPLOYER agrees that during the pendency of a position description or classification review, work that may affect final classification of the position will not be reassigned for a reasonable period of time, absent legitimate business reasons. This does not apply during any period of reorganization and downsizing which are beyond the control of the Agency.

Section 5

To the extent permitted by the Grievance Procedure and Arbitration Articles, Employees may grieve reductions in grade or pay actions that result from classification decisions, but not the classification decision itself.

Section 6

To the maximum extent possible, employees' skills will be utilized within their job classification. To the maximum extent possible, work will be distributed equitably among personnel within job classifications.

Section 7

The assignment of work will be made in order to meet the goals of the EMPLOYER and not for purposes of causing advantage or disadvantage to any employee.

24. Outside Employment

Section 1

A. Employees are permitted to engage in outside employment, consistent with applicable law, regulations issued by the Office of Government Ethics, and any supplemental provisions of the CFPB Standards of Ethical Conduct with prior approval of the Employer. Should the Employer issue any additions or changes to the supplemental standards, it shall notify the Union and negotiate over any and all legally negotiable matters prior to effectuating the proposed standards.

1. "Outside employment" is "outside employment or other activities that involve the personal services of a Bureau employee."

2. "For purposes of this section, in accordance with 5 C.F.R. 9401.103(b) "employment" means any form of non-Federal employment, business relationship, or activity involving the provision of personal services by the employee, regardless of whether the services are compensated. It includes without limitation, personal services as an officer, director, employee, agent, advisor, attorney, consultant, contractor, general partner, trustee, teacher, speaker, or writer.

B. Employees are responsible for consulting with an ethics official in regard 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. Part 2635, 5 C.F.R. Part 9401, applicable law, and any internal directive issued pursuant to 5 C.F.R. 9401.103(e).

1. If approved outside employment is subsequently found to violate 5 C.F.R. part 2635 or Bureau regulations, the Employer will give the employee fifteen (15) calendar days' notice to cease the activity. If the outside employment is specifically prohibited by law or the CFPB Ethics regulations, 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.

2. Reliance on the advice of a CFPB ethics official does not necessarily ensure that the employee will not be prosecuted for violation of a criminal statute.

C. Whenever there is a significant change in the nature, scope, or duties of the employee's outside employment or in the employee's official Bureau position**,** the employee must submit a new request for approval no less than ten (10) calendar days before the effective date of the change.

D. If there are questions concerning the appropriateness of outside employment, employees may obtain an opinion from the Employer's Ethics Official or designee at any time.

Section 2

A. Employees must generally not conduct outside employment during their official time and during their tour of duty. Employees who want to engage in outside employment during their tour of duty, must schedule and obtain advance approval from their supervisor, for use of annual leave, leave without pay, accumulated credit hours, or other excused or authorized absence. Supervisors will take into account the staffing and operational needs of the office when considering these requests.

B. To the greatest extent possible, attorneys performing pro bono service must do so outside of their tour of duty. Some pro bono service activities (such as occasional court appearances) may require attorneys to perform pro bono service during the business day. Before engaging in such pro bono service activities during their tour of duty, attorneys must request and obtain approval from the attorney's supervisor to use annual leave, leave without pay, accumulated credit hours, or other excused or authorized absence. The attorney's supervisor may not consider the supervisor's personal views regarding the substance of the pro bono activity in making a decision to grant or deny the attorney's request to use leave or credit hours.

1. "Pro bono service" includes the uncompensated provision of legal services to:

a. Persons of limited means or other disadvantaged persons;

b. Charitable, religious, civic, community, governmental, health and educational organizations in matters that are designed primarily to address the legal needs of persons of limited means or other disadvantaged persons, or that further their organizational purpose;

c. Individuals, groups, or organizations seeking to secure or protect civil rights, civil liberties, or public rights; or

d. Further activities for improving the law, the legal system, or the legal profession.

e. Pro bono services associated with political activity: Partisan political activities must comply with the Hatch Act as amended (see 5 U.S.C. §§7321-7326, 5 C.F.R. Part 734) and with the Bureau's guidance concerning political activities by employees. The Ethics Office is available to assist with questions about the Hatch Act.

C. In appropriate circumstances, management may approve performance of pro bono service on duty time if it determines that such service furthers the mission of the Bureau.

D. Employees may generally not use their Bureau title and position in connection with their outside employment including pro bono work. The Standards allow a limited reference to official title and position, when the outside employment involves teaching, speaking, or writing. Employees should consult with the CFPB Ethics Office in this situation.

E. The following uses of Bureau equipment and facilities are authorized in connection with approved pro bono service:

1. Use of Bureau property that involves minimal time and expense (e.g., electricity, ink, paper, and ordinary wear and tear).

2. Limited, occasional outgoing telephone calls/fax.

3. Use of commercial electronic databases, but only when the Bureau's contract with the vendor permits unlimited use (e.g., Westlaw and Lexis).

F. An attorney performing pro bono service may contact the attorney's supervisor with questions about whether a proposed use involves more than minimal expense.

G. All outside employment activities are subject to:

1. All applicable government ethics and other rules (e.g., rules governing conflicts of interest). The employee must not sell products or services to a member of the general public who they know, or reasonably should know, is a prohibited source; the employee must not sell products or services to a subordinate; and sales to co-workers may take place on Bureau property, but may take place only when both employees are on non-work time and the activity complies with the Bureau's Policy on Employee Activities and Visitors in CFPB Workspace, III.B.

2. A covered employee must not engage in compensated outside employment for an entity supervised by the Bureau, or for an officer, director, or employee of such entity. A covered employee who holds a license related to real estate, mortgage brokerage, property appraisals, or real property insurance is prohibited from using such license for the production of income.

3. An attorney who serves in a 0905-series Attorney position must not engage in the outside practice of law, including in the course of pro bono service, that might require the attorney to: take a position that is or appears to be in conflict with the interests of the Bureau; or interpret any statute, regulation, or rule administered or issued by the Bureau. This prohibition does not prevent the Attorney from acting as an agent or attorney for or otherwise representing the employee's own interests in the outside practice of law, except in those matters in which the employee has participated personally and substantially as a federal employee; or in those matters which are the subject of the employee's official responsibility.

4. Attorneys are responsible for ensuring they act within the bounds of any professional responsibility rules to which they are subject when engaged in outside employment.

Section 3 - Specific Exceptions

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

a. 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 C.F.R. 2635.808. Membership or service that does include management of expenditures, budget, or assets is subject to the regular pre-approval process. The specific purposes/groups included in this exception are:

1. Parent-teacher-student associations
2. Alumni associations
3. Civic, community, or neighborhood associations or organizations
4. Political associations or organizations
5. Social and fraternal clubs/groups
6. Veterans' associations or organizations
7. Religious affiliation associations or organizations
8. Charitable organizations
9. Scouts, or similar youth activity clubs/organizations

b. Membership in and personal services (including holding of office) to Federal employee organizations, credit unions, and Federal employee unions, as otherwise permitted by law.

c. Personal services as a notary public.

d. Sales of products or services to friends, relatives, neighbors, and co-workers (e.g., home-based jewelry trunk shows, catalog sales).

e. Rental of real or personal property owned by the employee, so long as the employee is not engaged in a commercial business venture.

f. Minor personal services and odd jobs for friends, relatives, or neighbors.

g. Personal services as a trustee, guardian, holder of a power of attorney, representative payee, or caregiver, including a financial caregiver, for family members or for a close personal friend. If these services will involve filing tax documents or otherwise interacting with any branch of the federal government, the employee must consult with the Ethics Office before interacting with the federal government.

h. Personal services as an executor of an estate or person acting as a personal representative of a decedent under state law.

i. Pre-approved non-representational pro bono service- (which is pro bono service in which an attorney does not enter into an ongoing attorney-client relationship with the pro bono client), that Employer approves pursuant to Section IV.5 of the Policy on Outside Employment and Activities (Including Pro Bono Legal Service).

Section 4 - Approval Procedures and Forms

Employees and managers will use and follow the procedures and forms, concerning prior approval of outside employment activities, set forth in Section IV of the Policy on Outside Employment and Activities (Including Pro Bono Legal Service).

25. Employee Assistance Program

Section 1

The Employer 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 Employer, without the employee's written consent, except as authorized by law, rule, or regulation.

Section 2

EAP enhances Employee and workplace effectiveness by improving productivity, morale, and Employee motivation. The program provides employees with the support, tools, and resources they need to effectively balance the competing demands of work and life before personal concerns impact well-being and work performance.

Section 3

The Employee may receive up to two (2) hours of administrative leave for the initial session with an EAP counselor during duty time. However, the Employee will need to use his/her own leave such as sick leave, annual leave, LWOP, earned credit hours, or earned comp time to account for his/her time during any additional sessions. The Employer and any other party involved will treat requests for meetings with EAP counselors as confidential.

Section 4

When the Employer is conducting an interview that the subject employee reasonably believes may result in disciplinary action against him or her, as described in Section 7.A of the Employee Rights Article, the Employer may provide the employee with information on how to utilize EAP services at the employee's request.

26. Transportation Subsidies

Section 1

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 ("transit subsidy benefit").

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. The participant's actual monthly commuting cost will vary depending on the type of public transportation used; the cost of the chosen method of public transportation; and the employee's work schedule, including the number of times public transportation is used to commute to and from an employee's official duty station. Transit subsidy benefits are not taxable income and are, therefore, not included on the participant's Form W-2. The transit subsidy benefit must be used solely by the participant and not for the benefit of any other person or entity.

The CFPB will also support bikeshare programs for employee's duty-stationed in metropolitan areas where the CFPB maintains an office. Employees receiving this benefit will be taxed on the fair market value of the benefit.

Section 2

A. Eligibility and Coverage

1. Eligible Participants

a. Employees are eligible to participate in the Program if they are a:

1. Full- or part-time employee whose permanent duty station is an office building leased, owned, or otherwise made available by CFPB to its employees for official work (but not including an employee's residence) ("CFPB office").

2. Full- or part-time employee who is performing a non-reimbursable detail (i.e., a detail in which CFPB continues to pay the employee's salary and benefits) and whose temporary duty station is not the employee's residence.

3. Paid or unpaid student volunteer who is duty stationed at a CFPB office.

b. Employees are not eligible to participate if they are a:

1. A contractor.

2. Full or part-time employee who is duty stationed at their residence.

3. Paying to park near a CFPB duty station.

2. Covered Public Transportation

To be eligible to receive the transit subsidy benefit, participants must use covered public transportation to commute between their residence and their duty station. Covered public transportation includes rail, bus, metro, and ferry. Covered public transit does not include air travel.

3. Eligible Costs

Eligible participants must not include in their calculations for their monthly transit subsidy benefit any costs for days when they do not use public transit to commute to work, e.g., when teleworking or on a Flex Day under the 4-5/9 Alternative Work Schedule.

4. Termination of Benefits

CFPB may terminate an employee's participation in the Program based on willful or intentional noncompliance with these requirements, and CFPB may take disciplinary action, up to and including termination of employment, if appropriate.

B. Changing and Canceling Transit Subsidy Benefit Enrollment

A participant will be removed from the Program upon separating from CFPB for any reason.

C. Withdrawing from and rejoining the Program

1. Participants who no longer want to participate in the Program or who become ineligible to participate in the Program are required to withdraw from the Program immediately. Participants must withdraw by following the procedures for withdrawal outlined in this Article and CFPB policy.

2. Participants may rejoin the Program at a later date if they again become eligible but must re-enroll following the procedures set forth for new Program enrollees.

3. Participants who experience a change in their transportation should revisit their application and complete the instructions for changing/updating/modifying their transit information immediately.

D. The Program Benefit Calculation

a. The transit subsidy benefit is equal to the participant's actual monthly covered commuting cost, up to the maximum tax-free amount allowed by law.

b. Each employee should visit the website of their preferred mode(s) of transportation to calculate their daily and monthly commute in order to be able to accurately complete the program application process. (Commuters utilizing a SmarTrip card in the DC region should visit wmata.com to calculate your costs).

E. Recertification

1. All participants must recertify their eligibility to participate in the Program on an annual basis and confirm that their commuting costs have not changed. The recertification process includes completing annual Integrity Awareness Training program and a resubmission of their application.

2. This annual requirement does not eliminate the requirement for all applicants to modify their information as soon as they become aware of any change that might affect the amount of the subsidy to which they are entitled.

F. For Regional Offices

Employees who are duty stationed in regional offices are eligible for the Program.

G. Prohibited Uses of Transit Subsidy Benefits

1. Prohibited uses of the transit subsidy benefit include, but are not limited to:

   a. Exchanging the subsidy for cash, credit, or anything of value.

   b. Transferring the subsidy from one employee to another.

   c. Transferring, in any manner, the subsidy to any other person including, but not limited to, family members.

2. Employees who engage in prohibited uses may be disciplined, up to and including termination of employment.

Section 3

A. Participant Responsibilities

To participate in the Program, participants must certify that:

a. The participant works for the CFPB and is not a member of a federal commuter carpool.

~~b.~~ The participant who uses vanpool services must be using an approved vanpool provider as stated by WMATA or, for regional offices, the relevant local transit authority.

c. The participant is not the holder or beneficiary of any other form of workplace motor vehicle parking permit and is not receiving transportation benefits from another federal organization.

d. The participant is eligible for a transportation subsidy benefit for use on a participating public transportation system, obtaining the subsidy for personal commuting use, and will not transfer the benefit to anyone else.

e. The participant has accurately listed the commuting cost to and from the participant's home to work using public transportation.

f. The participant understands that it is the participant's responsibility to cancel or suspend their transit subsidy benefit due to extended leave or separation from the Bureau.

g. The participant understands that it is the participant's responsibility to report any change of address or absences that may affect his/her transit subsidy benefits.

h. The participant understands that parking in CFPB garages while receiving benefits is not permitted under the Program and acknowledges that if the participant parks in CFPB garages while receiving transit subsidy benefits, the participant may be removed from the Program, have parking privileges revoked, and/or be subject to discipline.

If the above responsibilities are not met, CFPB may, at its sole discretion, terminate the participant from the Program, and CFPB may take disciplinary action, up to and including termination of employment, if appropriate.

Section 4 - Bikeshare Program

A. Memberships

CFPB memberships 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.

B. Eligibility Requirements

All CFPB employees on appointments of at least one-year who are duty stationed at an official headquarters office building are eligible to participate. Contractors and interns are not eligible. Current use or eligibility for transit subsidy benefits is not an eligibility factor.

C. Employee Obligations

Any additional charges beyond the cost of membership (e.g., overtime fees and damage to the bicycle) will be the responsibility of the individual employee and are not reimbursable by the CFPB.

D. Biking involves inherent risks. Appropriate use of bikes, compliance with safety standards and traffic regulation may decrease risks, but in no way ensures against adverse occurrences during biking including serious injury and even death. CFPB employees bike at their own risk.

27. Annual Leave

Section 1

The purpose of Annual Leave is to provide paid time away from work for vacation and other personal or emergency reasons. Scheduling annual leave is at the discretion of the employee, but subject to the approval of the leave-approving official based on the criteria outlined in this Article.

Section 2

Annual leave is provided to employees consistent with applicable laws and regulations and to balance the personal needs of employees with the business needs of the Bureau. Requests to use annual leave will be handled in a timely, efficient, and fair manner in accordance with the provisions of this Article. Where this Article is silent, the Employer will follow federal government-wide legal and regulatory requirements with respect to annual leave administration.

Section 3

Definitions related to this article are:

A. Accrued Leave: The leave earned by an employee during the current leave year that is unused at any given time in that leave year.

B. Accumulated Leave: The unused leave remaining to the credit of the employee at the beginning of the leave year.

C. Administrative Workweek: A consecutive period of seven days designated as Sunday 12:00 a.m. – Saturday 11:59 p.m.

D. Intermittent Employee: An individual who does not have an established regular tour of duty during the administrative workweek.

E. Leave-Approving Official: The individual with delegated authority to approve annual leave requests. Typically, immediate supervisors approve leave for their direct reports.

F. Leave Balance: Number of annual leave hours that have been accrued and are available to be used by the employee.

G. Leave Ceiling: Maximum number of annual leave hours that may be carried over into the new leave year.

H. Leave Year: The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

I. Restored Annual Leave: Annual leave that was forfeited in a previous leave year and was restored to the employee due to an exigency of the public business, employee illness, or administrative error.

J. Tour of Duty: The hours of a day (i.e., daily tour of duty) and the days of a workweek (i.e., weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek, during which the employee is scheduled to work. Tour of duty is the limit within which an employee must complete his/her basic work requirement.

K. Workday: A day for which an employee is scheduled to be in a duty status.

Section 4

A. Earning Annual Leave

1. Annual leave is earned for each full pay period of employment in which an employee is in pay status for at least a portion of the pay period. When an employee's time in a non-pay status reaches 80 hours or a multiple of 80 hours, the employee does not earn annual leave in that pay period.

2. Full-time employees earn annual leave at the following rates for each biweekly pay period:

TABLE 8: ANNUAL LEAVE EARNING RATES FOR FULL-TIME EMPLOYEES

Length of Service	Annual Leave Hours Earned Biweekly	Annual Leave Hours Earned Annually
Less than 2 years of service	4	104 (13 days/year)
Two to 14 years of service	6*	160 (20 days/year)
Fourteen or more years of service	8	208 (26 days/year)

*10 hours are accrued in the last full pay period of the calendar year to reach 160 total hours.

3. Part-time employees who have an established tour of duty on at least one day in each administrative workweek earn annual leave at the following rates:

TABLE 9: ANNUAL LEAVE EARNING RATES FOR PART-TIME EMPLOYEEES

Length of Service	Hours
Less than 2 years of service	One hour for each 20 hours in a pay status (not to exceed 4 hours for a pay period)
Two to 14 years of service	One hour for each 13 hours in a pay period (not to exceed 6 hours for a pay period
Fourteen or more years of service	One hour for each 10 hours in a pay status (not to exceed 8 hours for a pay period)

4. Exclusions:

a. Temporary employees on appointments less than 90 days long do not earn annual leave. If, however, the appointment is extended or the employee receives one or more successive appointments without a break in service that extend the appointment beyond 90 days, the employee will begin accruing annual leave and on the 90th day will be credited with annual leave that would have accrued during the first 90-day period, per the rates outlined above. A break in service is one workday or more when the employee is not on a Federal appointment. An employee may begin requesting leave immediately upon conversion to the new appointment.

b. Intermittent employees do not earn annual leave.

B. Annual Leave Ceilings

1. Bureau Leave Ceiling: All employees can carry over up to 360 hours of annual leave at the end of the leave year for use in succeeding years.

2. Personal Leave Ceilings: Newly hired employees who transfer directly to CFPB from another Federal agency and current CFPB employees who, prior to the effective date of this Article, had leave ceilings greater than 360 hours will retain all unused annual leave at the end of the first leave year after the effective date of this Article up to but not exceeding their prior limit. At the beginning of the following leave year, the employee's leave ceiling will be reduced to the higher of the employee's leave balance at the end of the prior leave year or the Bureau's 360-hour leave ceiling. Re-setting of the employee's personal leave ceiling will occur each year until the employee's year-end leave balance falls at or below the Bureau's, at which point the Bureau limit will apply.

3. Leave in excess of the ceiling— Lump-sum payment; Forfeiture:

c. At the end of a leave year, all employees who have an annual leave balance in excess of their personal leave ceiling will receive a lump-sum payment at their regular hourly rate for the number of excess hours up to a maximum of 40 hours of annual leave.

d. Any accumulated leave above their personal leave ceiling in excess of 40 hours will be forfeited. Alternatively, an employee may choose to donate excess annual leave in accordance with the CFPB Voluntary Leave Transfer Program (VLTP) in the Other Leave Article, as long as the donation is made prior to the end of the leave year.

4. Restoration and Use of Forfeited Annual Leave:

A. There are only three bases for the restoration of forfeited annual leave:

1. Annual leave that was forfeited due to an administrative error will be restored to the employee's credit. If an employee believes that an administrative error has occurred, he/she must contact the Bureau of Fiscal Services as soon as the employee discovers the error. Upon request, the Office of Human Capital will provide assistance if the employee encounters problems in getting their leave restored.

2. If the employee becomes ill and forfeits annual leave, when the annual leave was scheduled in advance, the leave forfeited due to illness will be restored to the employee's credit. Employees thus affected must contact the Bureau of Fiscal Services by the end of the third pay period after the end of the leave year, providing proof that the annual leave had been scheduled in advance and in writing (either in time and attendance system or via e-mail) and that the employee used approved sick leave, donated leave or leave under the Family and Medical Leave Act (FMLA) for his/her own illness during that time period. Upon request, the Office of Human Capital will provide assistance if the employee encounters problems in getting their leave restored.

3. 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 annual leave ceiling of 360 hours.

C. Using and Requesting Annual Leave

1. Usage: Annual leave may be used in 15-minute increments. Employees may use accrued and accumulated annual leave but leave-approving officials have the authority to decide when such leave may be used based on operational needs. Usage of annual leave is not approved unless and until officially approved by the leave-approving official. If due to business needs, because the employee is on leave restrictions, or for other legitimate operational reasons, the leave-approving official does not approve an employee's leave request, the employee must report to work or be charged, as appropriate, absent without leave (AWOL), which can be the basis for disciplinary or adverse action.

2. Method of request: To the extent possible, employees may request annual leave as far in advance as practical of when it will be used. Requests for annual leave may be submitted in the Bureau's Time and attendance system or via email. All annual leave taken will be documented in the Bureau's Time and attendance system.

3. Unexpected need for annual leave: When the need to use annual leave is sudden and unexpected, the employee must 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 circumstances surrounding the need for annual leave prevent 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 annual leave is requested, unless the initial request was specifically approved for multiple days. No leave is authorized unless and until approved by the leave-approving official.

4. Failing to give notice: An employee who fails to give proper notice may be charged AWOL, unless extenuating circumstances such as an unexpected need for leave precluded the employee from providing the required notification. AWOL and failure to follow proper leave-requesting procedures can serve as the basis for counseling, a leave restriction, discipline, or adverse action up to and including removal.

5. Illness while on leave: If an illness occurs while an employee is using approved annual leave, the employee may request that the period of incapacitation or illness be changed to sick leave by making a request to the leave-approving official upon returning to work. The leave approving official will approve the request to substitute sick leave for annual leave if the request and use of the sick leave is consistent with the standards and requirements set forth in the Sick Leave Article.

D. Approving Annual Leave Requests

Leave-approving officials will timely and efficiently process all annual leave requests they receive, and will grant leave requests consistent with applicable laws, regulations, and the provisions of this Article.

The employer will not consider the use of approved leave in preparing an employee's written performance appraisal.

E. Rescinding Leave Requests

Annual leave, once approved, will not be rescinded unless the rescission is necessitated by a severe impact on the Employer's workload, staffing, or mission requirements, or is required by applicable law or regulation. To the extent possible, the Employer will notify the employee, as far in advance as practicable, when it is necessary to rescind leave and the reason. 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 and non-refundable loss caused by the rescission. If the leave rescission remains in effect, the

employer shall notify the employee in writing and reimburse the employee for up to $1,250 of the actual amount of unavoidable and non-refundable loss caused directly by the rescission. The employee's claim for reimbursement must include:

1. All original and unused tickets or other original documents evidencing the amount of the employee's loss; and

2. A copy of the employee's written notice to the supervisor stating that the rescission will result in an actual loss to the employee.

F. Denying Leave Requests

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.

G. Advancing Annual Leave

1. Advancing leave: Leave-approving officials may advance annual leave not to exceed the amount the employee is expected to earn during the period of time that remains in that leave year.

2. Issues for consideration in evaluating a request: In considering requests for advanced annual leave, the leave-approving official should evaluate the following:

   A. Whether the employee's use of advanced annual leave may cause workload or coverage issues;

   B. Whether the employee is suspected of leave abuse, has been on a leave restriction, or has been counseled or disciplined for leave abuse; and

   C. Whether the employee is expected to return to duty for a long enough period of time to repay the advanced leave.

H. Restrictions on advancing annual leave: Leave-approving officials must not:

1. Advance more leave than the employee can be reasonably expected to repay, based on the time remaining in his/her appointment or the time remaining in the leave year, whichever is earlier;

2. Advance annual leave to an employee whose leave record indicates leave abuse, a leave restriction, or who has been counseled or disciplined for leave abuse; or

3. Advance leave to an employee who is not likely to return to duty.

Liquidation of advanced annual leave balances: Advanced annual leave is normally liquidated by applying earned annual leave to the advanced (unearned) leave balance. Donated leave may be applied to the advanced annual leave balance under the terms of the CFPB Voluntary Leave Transfer Program in the Other Leave Article.

Separation of employee from Federal service**:** If an employee separates from Federal employment before repaying the advanced leave, the value of the leave is recovered from the employee through an allowable and appropriate means of collecting debts owed to the government (including without limitation, withholding from the employee's final salary payment; other means of administrative offset; and payment by the employee from personal funds). Repayment is not required if the employee is separated because of disability retirement or death. To the extent possible, employees may request annual leave as far in advance as practicable of when it will be used.

I. Annual Leave Upon Separation or Activation for Military Service

b. Using annual leave immediately prior to separation:

i. At the leave-approving official's discretion, if it is in the interest of the Employer, individual employees may be allowed to use annual leave when the separation date is known, and it is unlikely that the employee will return to duty prior to the separation date. In approving such requests, leave-approving officials should consider whether allowing the employee to take leave will cause difficulties for the Employer in terms of workload or replacing the employee, as well as whether it would be detrimental to require an employee to work when he/she may no longer be committed to the job.

c. Lump-sum payment upon separation: An employee who separates or retires from Federal service, dies, or transfers to an agency to which his/her leave cannot be transferred will receive a lump-sum payment for accumulated and accrued annual leave in accordance with 5 C.F.R. Part 550, Subpart L.

d. Lump-sum payment upon entering on active duty in the armed forces: Employees entering on active duty in the armed forces who elect to receive a lump-sum payment for accumulated and accrued annual leave will receive such payment in accordance with 5 C.F.R. Part 550, Subpart L.

28. Sick Leave

Section 1

The purpose of Sick Leave is to provide paid time away from work when an employee is unable to work because of a non-work-related medical need, caring for a family member with a medical need, adoption and childbirth-related purposes or bereavement.

CFPB will provide sick leave to employees consistent with applicable laws and regulations and to balance the personal needs of employees with the business needs of the Bureau. Sick leave requests will be handled in a timely, efficient, and fair manner.

Section 2

Definitions:

A. Family and Medical Leave Act (FMLA) is 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. Employees are also entitled to Paid Parental Leave (PPL) in accordance with Section 8 of the CFPB-NTEU 2024-2026 Compensation Agreement in connection with the birth, adoption, or foster placement of a child.

B. Family member has the meaning given that term in 5 C.F.R. § 630.201 and 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.

C. Health care provider has the meaning given that term in 5 C.F.R. § 630.1202, FMLA regulations.

D. Leave approving official means the individual with delegated authority to approve sick leave requests. Typically, immediate supervisors approve leave for their direct reports.

E. 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).

F. 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.

G. Serious health condition has the meaning given that term in 5 C.F.R. § 630.1202, FMLA regulations.

Section 3

A. Earning and Accumulating Sick Leave

1. Sick leave is earned for each full pay period of employment regardless of the type of appointment or length of service, when the employee is in pay status or in a combination of pay and non-pay (e.g., leave without pay) status. When an employee's time in a non-pay status reaches eighty (80) hours or a multiple of eighty (80) hours, the employee does not earn sick leave in that pay period.

2. Full-time employees earn sick leave at the rate of four (4) hours for each full biweekly pay period.

3. Part-time employees must have a regular weekly scheduled tour of duty in order to earn sick leave. They earn sick leave at the rate of one (1) hour of leave for each 20 hours in pay status. The amount of sick leave earned may not exceed 4 hours in a pay period.

4. Sick leave accumulates without limit. An employee who leaves Federal service does not receive a lump-sum payment for unused sick leave. Generally, if the employee returns to Federal service, unused sick leave will be re-credited. Sick leave also may be credited for retirement, in accordance with parameters established by the various retirement programs.

B. Using Sick Leave

1. In general**, s**ick leave may be used in 15-minute increments.

2. Sick leave for employee's personal need. An employee may use sick leave when he/she:

i. Is incapacitated for the performance of his or her duties by:

i. physical or mental illness,

ii. injury,

iii. pregnancy, or

iv. childbirth.

ii. Receives medical, dental, or optical examination or treatment;

iii. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;

iv. Must be absent for purposes related to his/her adoption of a child. This includes activities such as court proceedings; appointments with adoption agencies, social workers, and attorneys; required travel, including trips outside the United States; and any other activities necessary to allow the adoption to proceed. Employees who must be absent for such purposes are also eligible for PPL.

3. Sick leave for family-related reasons. An employee may use sick leave for family-related reasons, with limitations, as follows:

    a. Sick leave for general family care or bereavement. A full-time employee may use up to a combined 104 hours of sick leave per leave year, and a part-time employee may use up to a combined total per leave year of the number of hours of sick leave normally accrued in a leave year based on the employee's scheduled tour of duty, for the following reasons:

        i. Attending to a family member receiving medical, dental, or optical examination or treatment;

        ii. Providing care for a family member as a result of physical or mental illness or injury;

        iii. Providing care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; and

        iv. Making arrangements necessitated by the death of, or attending the funeral of, a family member.

    b. Sick leave to care for a family member with a serious medical condition. A full-time employee may use up to 480 hours of sick leave per leave year to provide care for a family member with a serious health condition. A part-time employee may use up to an amount of sick leave equal to 12 times the average number of hours in the employee's scheduled tour of duty each week. An employee who has invoked his/her entitlement to unpaid leave under the Family and Medical Leave Act for this purpose may substitute sick leave for the unpaid FMLA leave, as long as he/she does not exceed this total annual limit for non-FMLA and FMLA use of sick leave.

    c. Total use of sick leave for general family care, bereavement, and care of a family member with a serious medical condition. The combined total of the sick leave used per leave year under Section 3.B.3.a and Section 3.B.3.b of this

Article may not exceed 480 hours for a full-time employee, or 12 times the average number of hours in the employee's scheduled tour of duty each week for a part-time employee.

d. Sick leave for childbirth or adoption. A full-time employee may use up to 320 hours of sick leave per leave year for the birth or adoption of his/her child, regardless of medical incapacitation. Sick leave used for childbirth or adoption purposes is in addition to PPL. Purposes to which adoptive parents could use sick leave include: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed. Sick leave used for adoption purposes is in addition to the employee's unpaid leave for the placement of a child with an employee for adoption under the Family and Medical Leave Act (FMLA), as well as PPL. A part-time employee may use up to an amount of sick leave equal to eight (8) times the average number of hours in the employee's scheduled tour of duty each week.

    i. This time must be used within the first 16 weeks after the birth of the child or the placement of the child with the employee.

    ii. An employee who has invoked his/her entitlement to unpaid leave under the FMLA for this purpose may substitute sick leave for the unpaid FMLA leave, as long as he/she does not exceed this total annual limit for non-FMLA and FMLA use of sick leave. Such employees are also entitled to use PPL.

    iii. An employee recovering from childbirth who is incapacitated for the performance of duties because of the birth may use sick leave as long as medically necessary (under Section 3.B.2.a of this Article), without regard to this limit. Such employees are also entitled to use PPL.

v. Sick leave for employee to provide care for a covered servicemember. A full-time employee who is using leave under the FMLA to provide care for a covered servicemember, as described in 5 U.S.C. § 6382(a)(3), may substitute up to 1040 hours of sick leave for the unpaid leave entitlement. A part-time employee may substitute an amount of sick leave equal to

twenty-six (26) times the average number of hours in his or her scheduled tour of duty each week.

B. Advancing Sick Leave

a. Advancing leave for employee's incapacitation, exposure to a communicable disease, adoption of a child, or certain family-related purposes: Leave approving officials may advance up to 240 hours of sick leave to a full-time employee (prorated for a part-time employee based on the employee's regular work schedule) for the reasons outlined above in Section 3.B.2.a, Section 3.B.2.c-d, Section 3.B.3.b, and Section 3.B.3.d-e.

b. Advancing leave for employee receiving examination or treatment, or for general family care purposes: Leave approving officials may advance up to 104 hours of sick leave to a full-time employee (prorated for a part-time employee based on the employee's regular work schedule) for the reasons outlined above in Section.3.B.2.b and Section 3.B.3.a.i-iv.

c. Documentation required: Unless otherwise instructed by the leave approving official, an employee requesting advanced sick leave must submit a medical certificate to support the request.

d. Issues for consideration in evaluating a request: In considering requests for advanced sick leave, the leave approving official should evaluate the following:

i. The employee's total employment and leave record;

ii. Whether the employee has been disciplined for leave abuse; and

iii. Whether the employee is expected to return to duty for long enough to repay the advanced leave.

e. Restrictions on advancing sick leave: Leave approving officials must not:

i. Advance more leave than the employee can be reasonably expected to repay, based on the time remaining in his/her appointment;

ii. Advance sick leave to an employee who has been disciplined for leave abuse; or

iii. Advance sick leave to an employee who is not likely to return to duty.

f. Liquidation of advanced sick leave balances: Advanced sick leave is normally liquidated by applying earned sick leave to the advanced (unearned) leave balance. Annual leave may be substituted retroactively for advanced sick leave to liquidate leave indebtedness unless the substitution is to prevent the forfeiture of annual leave. Donated leave may be applied to the advanced leave balance under the terms of the CFPB Voluntary Leave Transfer Program found in the Other Leave Article.

g. Separation of employee from Federal service: If an employee separates from Federal employment before repaying the advanced leave, the value of the leave is generally recovered from the employee through an allowable and appropriate means of collecting debts owed to the government (including without limitation, withholding from final payment for accrued annual leave; withholding from the employee's final salary payment; other means of administrative offset; and payment by the employee from personal funds). Repayment is not required if the employee is separated because of disability retirement or death.

C. Requesting Sick Leave

a. Method of request: Requests for sick leave may be submitted by WebTA or email. All sick leave taken will be documented in WebTA.

b. 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.

c. 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.

d. Failing to give notice: An employee who fails to give proper notice may be charged absent without leave (AWOL) unless extenuating circumstances precluded the employee from providing the required notification. AWOL can serve as the basis for discipline.

e. Documentation required: 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.

f. Illness while on leave: If an illness occurs while an employee is using approved annual leave, the employee may request that the period of incapacitation or illness be charged to sick leave by making a request to the leave approving official upon returning to work.

D. Approving Sick Leave Requests

a. Leave approving officials will timely and efficiently process all sick leave requests they receive and will grant leave requests consistently with applicable laws.

b. 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. In these cases, the employee may be required to furnish medical documentation from a competent healthcare professional for each absence from work which he/she desires to charge to sick leave.

c. 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.

d. 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.

e. 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).

E. Determinations on the employee's request will be based on compliance with the requirement to submit supporting medical documentation submitted to OHC.

F. Misuse of Sick Leave
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 (as defined in section 2F above) 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.

G. Confidentiality of Leave Records

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.

29. Other Leave

Section 1

A. Leave without Pay (LWOP) is absence from duty in an approved nonpay status that may be granted at the Employee's request. LWOP is distinguished from absence without leave (AWOL), which is an absence from duty that is not authorized or approved, or for which a leave request has been denied. The effect of any period of LWOP on service time and benefits will be determined in accordance with Office of Personnel Management (OPM) and Federal Reserve Board (FRB) rules and regulations as appropriate.

B. Employees are eligible for LWOP, but are not entitled to LWOP as a matter of right, except for:

   1. Disabled veterans requiring medical treatment for service-connected disabilities
   2. Reservists and National Guard members entitled to leave for military duty or training
   3. Employees receiving injury compensation or short/long-term disability payments (CFPB)
   4. Employees invoking the Family Medical Leave Act (FMLA) entitlement

C. Requests for LWOP must be submitted via email or webTA. Requests for extended LWOP (in excess of 30 days) should be accompanied by a written statement of the reason(s) for the request. Medical and/or other applicable documentation may also be required. LWOP in excess of 30 days may be approved by the leave approving official, and documented with an SF-50, Notification of Personnel Action. Any medical documentation will be provided and reviewed in accordance with Article 28, Sick Leave. Medical documentation is defined as a form or letter signed by a medical professional that provides detailed medical information about an Employee. It may include diagnosis, prognosis, treatment plan, etc.

D. When reviewing requests for LWOP, the leave approving official should ensure that the benefit to the CFPB and the government, or the serious needs of the Employee, are sufficient to offset the costs and administrative inconvenience of retaining an Employee in a LWOP

status. When granting extended LWOP (in excess of 30 days), the leave approving official should have a reasonable expectation that the Employee will return to duty at the end of the LWOP, and that at least one of the following benefits would result: protection or improvement of an Employee's health, fulfillment of family responsibilities, retention of the Employee, or furtherance of a CFPB or government goal or program of interest. LWOP will not be authorized for any period in excess of 52 weeks.

D. LWOP may be granted on a temporary basis**.** However, LWOP normally will not be granted on a regular weekly or biweekly basis that would, in effect, permanently reduce a full-time Employee's work schedule to an informal part-time schedule.

E. LWOP may be granted for family and medical reasons in addition to FMLA and sick leave for family care purposes. Employees may be granted up to 24 hours of LWOP each year for: participation in school and early childhood educational activities, including parent-teacher conferences; meetings with principals, counselors, teaching staff; school board meetings; tutoring; interviewing for a new school or child-care facility; meetings with child-care providers; participating in volunteer activities supporting the child's educational advancement; school or child-care sponsored activities, such as sports and recreation programs, field trips, or class plays; or routine family medical appointments, such as for parents to accompany children to routine medical or dental appointments, such as annual checkups or vaccinations, or relatives' health needs, such as making arrangements for housing, meals, phones, banking services, and other similar activities.

Section 2

Voluntary Leave Transfer Program (VLTP)

Employer shall continue to provide the VLTP. The VLTP allows a CFPB Employee to transfer annual leave directly to another Employee who has insufficient annual or sick leave to cover a period of absence due to the Employee's own medical emergency or that of a family member.

A. Definitions

1. Leave Donor: A current Federal Employee who voluntarily transfers his/her own leave to an approved leave recipient.

2. Leave Recipient: A current Federal Employee who has been accepted into a leave transfer program to receive transferred leave from another Federal Employee.

3. Medical Emergency: A medical condition of either an Employee or an Employee's family member that has required or is likely to require the Employee to be absent from duty and to result in a substantial loss of income because of the Employee's lack of available annual and sick leave.

4. Family Member: The following relatives of 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 through blood or affinity whose close association with the Employee is the equivalent of a family relationship.

B. Policy

Any Employee may apply to become a leave recipient under this Article. To be accepted into the VLTP program, the prospective leave recipient must meet the following conditions:

1. Have a medical emergency or assist in the care of a family member experiencing a medical emergency; and

2. Be, or anticipate being, absent from duty without available annual and sick leave because of the medical emergency for at least 24 work hours (for a part-time Employee, at least 30% of the average number of hours of work in the Employee's bi-weekly tour of duty). For an Employee's personal medical emergency, he/she must have exhausted all accrued or accumulated annual and sick leave before receiving any transferred leave. For a family member's medical emergency, the Employee must have exhausted all accrued or accumulated annual leave and the applicable amount of

sick leave allowed for the care of a family member, as defined in 5 C.F.R. § 630.401, before receiving any transferred leave; and

3. If the Employee has filed a claim under the CFPB Short- or Long-Term Disability Insurance programs, he/she must cease participation in and stop receiving benefits from these programs before receiving any transferred leave.

The prospective leave recipient's application must be submitted within 30 days of the termination of the medical emergency unless the applicant satisfactorily demonstrates in writing that the application could not be submitted in a timely manner. If an Employee's medical emergency has already ended at the time of application for VLTP and the application is approved, the leave recipient's case will be opened for a period of 30 days to allow for receipt of transferred leave, after which time, the case will be closed.

C. Use of Transferred Leave

An approved leave recipient may not receive more than three months (521 hours) of transferred leave in any calendar year. The Chief Human Capital Officer may make exceptions to this limitation on a case-by-case basis consistent with applicable laws and regulations.

A leave recipient may use transferred leave only for the purpose of the approved medical emergency. Transferred leave will be applied as follows:

1. Transferred leave will first be used to liquidate any period of advanced annual leave or advanced sick leave that the Employee incurred on or after the beginning date of the medical emergency, when the advanced leave was for the same medical emergency as the leave transfer request; and

2. Remaining transferred leave, at the Employee's choice, can then be applied to any periods of leave without pay already incurred as a result of this medical emergency (unless the leave without pay hours were recorded due to the Employee's participation in the CFPB Short- or Long-Term Disability Insurance programs), or can be placed in the Employee's leave account for future use for the specific, approved medical emergency.

Approval and use of transferred leave is subject to the same requirements as regular annual leave, except that transferred leave is not subject to "use or lose" limitations and may be carried over between leave years.

Employees must request and be granted permission by management in advance in each instance that the Employee wants to use transferred leave.

D. Limitations on Earning Annual and Sick Leave while Using Transferred Leave

While using transferred leave, a full-time Employee may earn a maximum of 40 hours of sick leave and 40 hours of annual leave. This leave will be set aside in separate leave accounts for use after the medical emergency terminates and the Employee returns to duty, or after the transferred leave is depleted. While using transferred leave, a part-time Employee may earn the equivalent of the average number of hours of work in that Employee's weekly scheduled tour of duty.

E. End of Participation in VLTP

1. An Employee's participation in VLTP ends on the date when one of the following occurs:

a. Leave recipient's employment with CFPB terminates;

b. Leave recipient or his/her representative submits a written notice that the leave recipient or the recipient's family member is no longer affected by the medical emergency;

c. Leave recipient begins receiving payment through the CFPB Short- or Long-Term Disability Insurance programs.

2. Bureau of the Fiscal Services (BFS) determines that the recipient or the recipient's family member is no longer affected by the medical emergency. The determination will be made based on medical information provided by the recipient, and the recipient, or his/her representative, will be notified in writing as soon as practicable before the effective date of termination of the Employee's participation in the program.

3. In cases wherein the Employee's medical emergency has already ended at the time of application for VLTP, the 31st day after the approval of the application or sooner, if the Employee has received sufficient transferred leave to cover the period of absence.

4. CFPB receives notice that OPM or the Federal Reserve Retirement System has approved an application for disability retirement for the recipient.

5. A leave recipient who has been notified that his/her participation in VLTP has been terminated and who disagrees with the decision has the right to respond in writing to the OHC within ten (10) workdays of receipt of the notice. The response should detail the reasons why CFPB should extend the Employee's participation in the program. The appropriate management official will respond within seven (7) workdays of receipt of the leave recipient's request for reconsideration.

F. Status of Leave upon Separation from Federal Employment

If a leave recipient separates from Federal service while participating in VLTP, transferred leave currently in the Employee's leave accounts and leave accrued in set-aside annual and sick leave accounts will not be paid out to the leave recipient and will not be available for re-credit upon reemployment by any Federal agency.

Section 3

A. Leave Donors Transferring Leave

CFPB Employees may transfer annual leave or restored annual leave in one-hour increments to any CFPB Employee who has been accepted into the VLTP, with the following restrictions:

1. The leave donor must have an annual leave balance of 80 hours after the transferred leave is deducted from his/her leave account.

2. The leave donor may not transfer leave to anyone above him/her in his/her management chain.

CFPB Employee may transfer annual leave or restored annual leave to a leave recipient in another Federal agency, subject to the approval of the recipient's employing agency, as long

as the leave donor has an annual leave balance of 80 hours after the transferred leave is deducted from his/her leave account.

Employees in other Federal agencies may transfer annual leave or restored annual leave to CFPB leave recipients, in accordance with their employing agency's guidelines, when:

1. The leave donor is a family member of the leave recipient, as defined in Section II above; or

2. It is apparent that the leave recipient will not receive a sufficient number of transferred leave hours from CFPB leave donors to cover the expected absence due to the medical emergency.

Leave transfer is strictly voluntary. Any attempt to intimidate, coerce or take reprisal upon an Employee for transferring or not transferring leave, or promising any benefit regarding this program, is prohibited, and should be reported to OHC.

B. Restoration of Unused Transferred Leave

To the extent feasible, any unused, transferred leave will be restored in 15-minute increments to the leave donor(s) when the recipient's medical emergency ends, in accordance with applicable regulatory guidelines. A donor may choose to have such leave:

1. Credited to the donor's annual leave account during the current leave year;

2. Credited to his/her account effective as of the first day of the first leave year beginning after the date of election;

3. Transferred to another leave recipient; or

4. Any combination of the above.

Any transferred annual leave that is restored to the donor will be subject to the Employee's annual leave ceiling limitation at the end of the leave year in which the leave is credited.

C. Procedures

Application to Become a Leave Recipient

To be considered for admission into the VLTP as a leave recipient, an Employee or his/her representative must send a written application to BFS Leave Transfer Coordinator The application must include:

1. Completed CFPB Voluntary Leave Transfer Program Recipient Application Form, (see https://cfpbprod.servicenowservices.com/servicecenter?id=sc_cat_item&sys_id=36f4401c1b4d0e101239a6c4604bcb5b), indicating name, position, title, pay band of the potential recipient, as well as a brief description of the medical emergency. If applicable, the form must also indicate the family member's relationship to the Employee and the reason necessitating the Employee's absence from work.

   If the medical condition allows flexibility when the Employee takes time off (i.e., condition does not require immediate treatment and can be scheduled in advance), the Employee's supervisor must sign the application form.

2. Medical certification from the Employee's or family member's health care provider that includes a description of:

   - The nature of the medical emergency;
   - Its severity and anticipated duration;
   - If recurring in nature, its approximate frequency; and
   - An assessment of the Employee's ability to perform work or time commitment required to care for a family member with or without accommodation, such as telework.

BFS will approve or deny, in writing, all applications. Under normal circumstances, the designated approving official will approve or deny the application within five workdays after the properly completed application is received. If the application is approved, a BFS representative will notify the applicant or his/her representative, the applicant's supervisor and OHC in writing.

If the application is denied, a BFS representative will notify the applicant or his/her representative and OHC in writing and will include the reason(s) for disapproval. The applicant can request reconsideration by providing additional information or supporting documentation.

D. Publicity

Any publicity or promotion of need for transferred leave must be at the request of, and authorized by, the leave recipient or his/her representative, with the approval of OHC. The prospective leave recipient must indicate on the CFPB Voluntary Leave Transfer Program Recipient Application Form whether he/she:

1. Authorizes that his/her name be shown as a leave recipient in the webTA system;

2. Requests the assistance of OHC in soliciting for leave donors through all-hands e-mails, postings on the CFPB intranet, or other similar venues, as established.

Details concerning the nature of the medical emergency will only be made public if specifically requested in writing by the Employee.

E. Transferring Leave

Employees may transfer leave to approved CFPB leave recipients via the Leave Donations function in webTA. Employees may transfer leave to approved leave recipients employed by other Federal agencies by using Form OPM 630-B, which should be submitted to BFS.

Employees in other Federal agencies may transfer leave to CFPB leave recipients via the completed Form OPM 630-B, which should be submitted to BFS.

Section 4

A. Military Leave

Full-time Employee who are members of the National Guard or a reserve component of the Armed Forces shall be entitled to military leave for active duty, active-duty training, and inactive duty training at the rate of 15 days (120 hours) per fiscal year. Military leave that is not used in a fiscal year accumulates for use in the succeeding fiscal year. However, no more than 15 days may be carried over into the succeeding fiscal year. The total maximum accumulation for military leave is 30 days (240 hours) in any fiscal year.

B. Organ Donor

An Employee may use up to 30 days (240 hours) of paid leave each leave year to serve as an

organ donor. Leave for organ donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of 30 days, an Employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.

C. Bone Marrow Donor
An Employee may use up to seven days (56 hours) of paid leave each leave year to serve as a bone marrow donor. Leave for bone marrow donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of seven days, an Employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.

D. Compensatory Time for Religious Observance
The Employer will approve an Employee's request for leave (whether annual or leave without pay) or compensatory time for religious observance in accordance with 5 CFR Part 550, subpart J.. Those provisions are reproduced herein.

1. The scheduling of time to earn and use religious compensatory time off by an employee is subject to the agency's approval as provided in § 550.1005(a).

2. Approval shall be determined in accordance with § 550.1005(b) as follows:

E. An agency must approve an employee's request to use religious compensatory time off unless the agency determines that approving the request would interfere with the agency's ability to efficiently carry out its mission. If the employee's request to use religious compensatory time off is denied, the agency must provide a written explanation as to the reason the request has been denied, regardless of whether the employee's request was written or oral.

1. For an employee who earns religious compensatory time off prior to using it, religious compensatory time off may be earned up to 13 pay periods in advance of the pay period in which the targeted religious observance commences and must be linked to specific dates and times for future use, as compatible with agency mission requirements.

(a) An employee who uses religious compensatory time off prior to earning it must fulfill his or her obligation to perform overtime work in exchange for

the advanced religious compensatory time off within 13 pay periods after the pay period in which he or she used religious compensatory time off, or the agency must take action as provided in 550.1006 (c)(3)

(b) The 13 pay periods described in paragraph 550.1006 (c)(1) are calculated beginning with the first pay period beginning after the date on which the religious compensatory time off was used.

(c) If the employee fails to earn religious compensatory time off within 13 pay periods after taking religious compensatory time off, the agency may take corrective action to eliminate or reduce the negative balance by making a corresponding reduction in the employee's balance of annual leave, credit hours, compensatory time off in lieu of regular overtime pay, compensatory time off for travel, or time-off awards. An agency may determine the order of precedence for applying the various types of paid time off to offset the negative balance. Any negative balance of religious compensatory time off remaining after any charging of these types of paid time off must be resolved by charging the employee leave without pay, which would result in an indebtedness that is subject to the agency's internal debt collection procedures.

An automated leave request form should be used to show hours earned and used and should clearly state the time is for religious purposes.

F. Court Leave

An Employee is entitled to court leave to the extent necessary to serve on a jury or to participate as a witness in a nonofficial capacity on behalf of a state or local government or as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceedings to which the United States, the District of Columbia, or a state or local government is a party. Upon being notified by an Employee that he or she needs court leave, the Employer will advise the Employee regarding leave status. The Employee will provide documentation which substantiates his or her presence as a witness or for jury duty. This documentation can be provided after the jury duty or witness service has been conducted.

Employees must reimburse to the Employer agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the Employer.

Section 5

Excused Absences / Administrative Leave

Excused absence is an administratively authorized absence from duty without loss of pay and without charge to leave. "Administrative leave" is a term sometimes used to refer to excused absence.

A. If the Employer must close a facility or must stop work at a temporary duty location because of severe weather conditions or an emergency situation, excused absence will be granted to those Employees on official duty in accordance with applicable law and regulation, and Article 12, Section 8 of this CBA. If this decision is made prior to the start of the business day, the Employer will follow procedures established to inform Employees.

B. If an Employee will be unavoidably delayed in, or prevented from, arriving at work due to an emergency, including severe weather conditions, natural disasters, and public emergencies, the Employer will consider the Employee's request for a reasonable amount of excused absence. An emergency is one that is general rather than personal in scope and impact. The Employer will consider each Employee's request for excused absence, based on factors such as availability of transportation and the success of other Employees in similar situations, and grant such requests when reasonable in accordance with Article 12, Section 8 of this CBA..

C. In the event of an early closing of a facility, Employees will be notified as promptly as possible after the decision is made that they may leave work at no charge to leave or loss of pay. The early dismissal will have no effect on the leave or pay of Employees not in duty status when the dismissal became effective. Employees with telework agreements may be required to telework from their alternate worksite in accordance with Article 12, Section 8 of the Remote, Hybrid, and Telework Program Article.

D. Upon advance request to his or her supervisor and consistent with the Employer's workload requirements, Employees will be granted up to four (4) hours of administrative leave for the purposes of donating blood.

F. An Employee may be granted duty time up to three days to sit for a professional examination where that examination is job-related, required, and approved by the Employer. Additionally, excused absence may be granted up to one day when travel is required to take the examination outside the metropolitan area of the Employee's duty station.

30. Employee Orientation

Section 1

A. The Union shall be provided advance notice of the date, time, and location of the orientation session. The Union shall be provided advance notice of the orientation session at the time the session is scheduled by the Employer.

B. NTEU may send two (2) local representatives to each orientation session at Headquarters for thirty (30) minutes of official time on the agenda to address new employees. This time will be scheduled immediately preceding lunch or an employee break. Whenever practicable, at least two (2) workdays prior to any scheduled orientation session, the Union will provide the Employer with the name(s) of the Union representative(s) who will be attending the session.

C. The Employer will introduce the Union during each orientation. The Employer will allow the Union access to standard equipment already in use during orientation to show an NTEU video or make a PowerPoint presentation. The Union will provide the presentation materials to the Employer at least two (2) workdays prior to the scheduled orientation session.

D. During the course of each orientation session, the Employer and the Union agree to act professionally and with respect for the other party's rights and responsibilities.

E. 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. Whenever possible, the Union will meet with multiple employees at the same time. Bargaining unit employees will only be entitled to a single, thirty (30) minute session during their Bureau tenure.

F. At employee orientation, the Employer will provide new employees access to a printable version of the Collective Bargaining Agreement through the CFPB intranet.

Section 2

The Employer will provide the Union with a list of new employees, including their entry-on-duty date, title, grade, official duty station, and orientation date at least two (2) workdays prior to their entry-on-duty date. The Employer will notify the Union no later than the effective date of the placement of a non-bargaining unit employee in a bargaining unit position.

Section 3

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.

Section 4

The Union will be provided access to copies of the orientation materials through the CFPB intranet.

31. Meetings During Conferences

Section 1

A. The Employer will provide the Union with written notification of the date(s) and location of conferences (meetings where 50 or more bargaining unit employees are invited over the course of more than two days). Such notice shall be provided as soon as practicable after the conference has been scheduled. External vendor training is not a conference.

B. If the Union wishes to hold a separate meeting with bargaining unit employees during any such conference period, the Union must make a written request no later than fourteen (14) working days before the first scheduled day of the conference, or within five (5) working days of receipt of notice regarding the conference, whichever is later. The Employer will make every effort to obtain a meeting room for a Union meeting to be held during the time period of the conference at no charge. If there is a charge for the meeting room, it will be the responsibility of the Union. Such Union meeting will be held during non-duty hours.

Section 2

A. Subject to the requirements of Section 2, Article 5 (Union Rights), the Employer will provide notice of any formal meeting as defined by 5 USC § 7114.

B. 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 at its own expense.

32. Official Time

Section 1

A. The Parties agree that the use of official time for the activities identified in this Article contributes to the effective conduct of the Employer's business in the public interest.

B. The terms "representative," "steward" or "officer" are used interchangeably in this Article and those terms refer to all employees representing NTEU, e.g., assistant chief stewards, chief stewards, stewards, and Union officers. No other bargaining unit employee(s) may be authorized by the Union to act on its behalf and receive official time unless mutually agreed to by the Parties.

C. The Union may designate one representative (steward and/or officer) for each forty (40) bargaining unit employees (or fractional portion thereof) at Bureau Headquarters and in each Region. Only these representatives, in addition to the Chapter President, will receive official time, in accordance with this Article.

D. The Union agrees to provide to the Employer (Chief, Labor Relations) a list of stewards/representatives as described above, within thirty (30) workdays after the effective date of this Article. The Union will also provide to the Employer written notice of any changes (additions or deletions) in such a list at least two (2) workdays in advance of the effective date of the change. No two representatives can report to the same first-line supervisor.

Section 2

A. Union representatives will receive a reasonable amount of official time (including official time to travel to and from meetings described in C. below to the extent the employee is otherwise in a duty status) to fulfill their representational responsibilities in accordance with § 7114 (a) (1-2).

1. The Employer recognizes that in using official time under this Article, the Chapter President, Chief Steward, the Vice President of Headquarters and the Vice President of the Field will share a bank of 3250 hours per year.

2. If the Chief Steward or either of the Vice Presidents requests more than twenty-four (24) hours of official time in a pay period, such additional official time will be requested by having the Chapter President or designee submit the request to the office of Labor Relations.

3. If any other Union representative requests reasonable time more than 4 (four) hours in a pay period, such additional official time will be requested by having the Chapter President or designee submit the request to the office of Labor Relations.

B. The number of Union representatives authorized for official time is governed by the following:

1. For each of the matters with the Employer described in subsection C.1 and 17, the Union shall be entitled to official time for no more than one representative.

2. For the matters described in subsections C.3, 4, 5, 6 and 7, the Employer will normally have two representatives (e.g., the deciding official and an advisory management representative), and the Union will be limited to one representative (in addition to the employee/grievant) with the exception that upon notice in advance, an additional union representative may attend for training purposes subject to managerial approval. If the Employer sends additional representatives to these meetings, it will notify the Union in advance, and the Union may send an equal number of additional representatives.

3. In cases arising under subsection C.2, 8, 9, and 16, the number of Union representatives is equal to the number of Employer representatives at such meetings.

4. The Union may occasionally designate an additional representative for training purposes so that a new steward may observe at least one official time meeting, and so that an experienced steward can supervise a new steward at least once in a meeting. Managerial approval is required.

C. Official time will only be granted for representational activities when the representative would otherwise be in a duty status. A Union steward may not use official time or duty time to conduct internal Union business. A Union steward may not earn overtime, premium pay, compensatory time for travel, or compensatory time for any activities relating to representational activities. Official time for Union representatives and for affected bargaining unit employees is authorized for the following purposes:

1. meetings concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 U.S.C. 7114(a)(2)(A);

2. meetings to discuss or present unfair labor practice charges or unit clarification petitions;

3. meetings with the FLRA or participation on behalf of the Union in proceedings before the Authority;

4. meetings for the purpose of presenting replies to proposed termination of probationers under limited circumstances in accordance with Section 4 of the Probationary/Trial Period Employees Article;

5. oral replies to notices of proposed disciplinary, adverse, or unacceptable performance actions;

6. meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as the representative;

7. examinations of employees in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation;

8. grievance meetings and arbitration hearings;

9. negotiations sessions with the Employer (e.g., mid-term negotiations);

10. meetings of committees on which Union representatives are authorized joint membership pursuant to this Article or any other negotiated agreement;

11. to participate in one annual NTEU National training per year per representative, or up to 8 hours per year, per representative, to participate in other non-NTEU sponsored training designed to improve representational skills or otherwise improve the labor-management relationship;

12. to communicate with affected employee(s) about matters covered under this Article;

13. to prepare and investigate grievances, interview witnesses, prepare arbitrations, and meet with NTEU National Staff Representatives in connection with representational activity;

14. to prepare to represent an employee in a statutory appeal process, including replies;

15. to prepare to negotiate over mid-contract issues;

16. to prepare to participate in a FLRA investigation or hearing as a representative of the Union;

17. to prepare for and attend Labor Management Forum (LMF) meetings;

18. to prepare and maintain records and reports required of the Union by Federal agencies; and

19. to contact members of Congress and their staffs to discuss legislative matters affecting the Employer and its employees, including attending NTEU's annual Legislative Conference. For purposes of attending the Legislative Conference, the Union shall be entitled to no more than seven (7) representatives on official time per year.

D. The Employer shall provide the chapter with quarterly reports regarding the use of Official time by Union representatives.

Section 3

A. The Chapter President will account for his or her use of official time on a biweekly basis using in the Bureau’s official time keeping system (WebTA).

B. Any other Union representative will submit a request to his or her supervisor, via email for use of official time. The official time request will include the date, location, general purpose, and the amount of time being requested. The representative is required to input those approved hours in WebTA each pay period.

C. The request for official time should normally be made by the employee to their supervisor no less than 24 hours in advance. The Employer will approve or deny the request in a timely manner, but no later than when the requested official time would begin. The supervisor shall normally grant the employee's written request unless the requested duration is unreasonable, or the employee's absence would substantially interfere with business needs. The employee will notify his/her supervisor upon return to the worksite.

    1. If the Union Representative has provided no less than 24 hours 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.

    2. If the Union representative is not released, official time will be granted later that day if at all feasible. Any denial of a request for official time must be made as quickly as possible.

    3. When the anticipated duration of use of official time is less than one half (1/2) hour, advance approval is not required. However, the employee will normally notify the supervisor if they are leaving the work area.

D. Bargaining unit employees will seek approval, in writing from his or her supervisor to use a reasonable amount of time under this Article, to confer with his or her Union representative concerning representational matters and to attend and prepare for any proceeding listed under Section 2.C. of this Article 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.

E. The provisions of this Article shall not bar Union representatives from using a reasonable amount of official time for activities specifically provided elsewhere in this Article.

F. Any use of official time under this Article shall count from the time the Union official ceases working at his or her normal duties to the time he or she resumes those normal duties. Union officials are responsible for recording the amount of official time utilized on his or her official CFPB Time and Attendance Report (WebTA). Bargaining unit employees who are meeting with Union officials or otherwise using time authorized by this contract are not required to report the use of this time on their Time and Attendance Report.

G. The employer has determined that a Union representative will receive an annual appraisal provided the Union representative has worked enough time to be rated, i.e., performed at least 120 hours of ratable work based on assigned duties included in their position description.

H. Performance of employees serving as union representatives will be rated on the basis of Agency-assigned work (as described in Section 3G above) consistent with the elements used in his or her performance plan. No union representative will be disadvantaged in the assessment of his or her performance based on the use of approved, documented official time spent on representational duties authorized by the Federal Service Labor Management Relations Statute or as permitted under the terms of this Article. The EMPLOYER will take into account the time spent by UNION representatives carrying out their labor-management responsibilities, and interruptions in performing their normal job functions, when evaluating the performance of those UNION representatives. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Article. Supervisors will not consider time spent on union duties when assessing employee performance.

Section 4

A. The Employer will pay travel and per diem expenses per the CFPB Travel Article incurred by CFPB employed Union officials as follows:

1. Representatives authorized to engage in midterm reopener and term negotiations pursuant to signed ground rules;

2. Representatives authorized to engage in midterm bargaining on significant matters affecting bargaining unit employees upon mutual agreement of the Parties;

3. Representatives authorized to attend meetings of a Labor Management Forum (LMF);

4. One union representative (Chapter President or designee) to attend one huddle meeting per Region per year; and

5. Other meetings where Union officials are requested to attend in person by management.

B. For purposes of the annual NTEU training conference, the Employer will pay travel and per diem for up to six (6) representatives per year covered by this Article. Representatives who will be attending the conference are required to provide fifteen (15) calendar days advance notice to their supervisor for planning purposes.

C. Reimbursement shall be in accordance with CFPB travel procedures, as modified by any applicable negotiated agreements.

33. Union Access to Space

Section 1

A. Upon reasonable advance request by the Union, the Employer will, provide a meeting space, as available, for meetings between 6:30 A.M. and 6:00 P.M. (local time) in each location of the Employer. Requests by the Union to utilize meeting space after 6:00 P.M. will be granted if consistent with local security arrangements. It is agreed that the Union will comply with all security and housekeeping rules in effect on the Employer's premises at that time and place. The room will be used for the following purposes:

    1. preparing or discussing a grievance;

    2. preparing for meetings with the Employer;

    3. conducting informal discussions including meetings during coffee breaks or lunch periods to meet employees and generally discuss collective bargaining and labor relations; and

    4. internal Union business (e.g., internal Union meetings), so long as no official CFPB duty time is utilized for such meetings.

B. This article also adopts and incorporates by reference the Bureau's Acceptable Use of CFPB Information Technology Resources Policy as revised on June 1, 2023.

C. CFPB employees who are Union representatives may use the Employer's office equipment (including computers and computer files), e-mail system, fax, printers, scanners, and photocopy machines in connection with labor management activities for which official time is authorized under Article 32 (Official Time). The Union will be entitled to a reasonable number of mailboxes on the CFPB's Outlook system.

    1. The Bureau's equipment, including computers, printers, copying equipment, fax machines, telephones and email systems may not be used for internal Union business, except pursuant to the Bureau's policy permitting employees to use such equipment for reasonable and limited personal use. However, limited personal use does not

include mass mailing, including emails of materials to employees. Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, discussions about local or national Union management and their decision making, and collection of dues.

2. The NTEU National President and the local Chapter President are the sole Union officials that may authorize transmission of mass mailings (i.e., emails sent to a majority or all bargaining unit members in either one or several emails) in connection with representational activities. The Union will be provided an email distribution list of bargaining unit employees (updated quarterly) to be used for such purposes. Unless otherwise delegated by the National President or the Chapter President, no other employee or Union representative will be authorized to transmit mass mailings to bargaining unit employees on Union-related matters. Such mass emails may not violate law or the security of the employer, or contain scurrilous or libelous material, or material maligning the integrity of any individual, the employer, or the federal government.

D. The Union may use the Employer's video equipment, for presentations in orientation sessions described in Article 30 (Employee Orientation), when such equipment is reasonably available. The Union may also use such equipment for Union-sponsored local training (excluding internal Union business) and meetings with employees.

E. The Employer will provide the Union with its own home page on the CFPB Intranet, with a hyperlink to the NTEU National web site. NTEU will maintain the content of these pages in accordance with established CFPB policy, procedures, and standards.

Section 2

Each January, April, July and October, the Employer will provide NTEU National for its internal use only, an electronic spreadsheet which will contain the names, band, position titles, division, branch, group, unit, section, assigned duty location (city and state) adjusted base pay and email address for all employees in the unit. The list will also identify employees who are on dues withholding status and employees' work status (for example, temporary, term, permanent, full-time, or part time), and have changed names in the CFPB Directory and/or in M/S Outlook (marriage, divorce, hyphenated name, nickname). Quarterly, the Employer will also provide a

listing of any employees whose bargaining unit status has been changed (added or removed from the bargaining unit), and if removed from the bargaining unit, the reason for the change (e.g., promotion or transfer to a non-bargaining unit position).

Section 3

A. The cost of publishing (which includes electronic copies) this Agreement and any amendments shall be borne by the Employer. Within five (5) days after the collective bargaining agreement is effective as defined by Article 49, (Duration), the Employer will notify employees via e-mail that they may request an electronic copy within 30 days. In addition, the Employer will also provide employees with the website link they can use to access the contract through both the CFPB and the NTEU websites. NTEU National will be provided with an electronic copy of the Agreement and any amendments. The Employer will place the Agreement and any amendments on the CFPB intranet website, in both HTML and PDF formats. CFPB will also place all Memoranda of Understanding between CFPB and NTEU on the CFPB intranet website. All of these Agreements will be linked from the CFPB intranet home page (first page), with the link titled CFPB/NTEU Agreements. CFPB will conduct an ongoing section 508 review to ensure compliance of all the electronic document(s), including PDF and HTML formats. Employees will be permitted to access these Agreements online through both the CFPB and NTEU web sites during normal work hours and after hours. Employees will be encouraged by the Employer to familiarize themselves with the contents of these Agreements.

B. Upon request, an accessible copy of this Agreement will be furnished to each visually impaired employee.

Section 4

The Agreement shall contain a Table of Contents listed in numerical order by Article.

Section 5

A. At headquarters, the Employer will provide the chapter an office of at least 150 square feet.

B. The Union office will be designed to provide privacy to the Union and shall have a lockable door. The Employer will provide, for the office, meeting tables, a single four (4) drawer lockable file cabinet, a bookcase, four (4) chairs, a bulletin board, a telephone, a computer with full network and Internet access, a printer, and a shredder.

C. Subject to the needs of the Employer, use of a conference rooms at Headquarters and Regional Offices may be scheduled by the Union through the normal scheduling system (e.g., MS Outlook).

Section 6

The Union shall have the right to receive U.S. Postal Service mail or private express mail services addressed to the Union, clearly identified as Union business-related. Such mail will be opened by the Employer only to the extent required for security purposes; the contents will not be read. Further, the Employer agrees to issue written instructions to all appropriate employees notifying them of these requirements.

Section 7

The Employer will provide to the Union one bulletin board of appropriate size per building in Headquarters and Regional offices. The specific location of such bulletin boards shall be mutually agreed to by the Employer and the Union. It is agreed that the Union may title the designated bulletin board space as "NTEU CHAPTER 335." The Union's bulletin boards should contain material which does not reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the Federal government. Material will be posted directly by the Union. If the Employer reasonably objects to any posted item, the Union will remove and/or relocate such item in a reasonable amount of time.

Section 8

A. The Union may distribute material on the Employer's premises to employees provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of Section 7 of this Article.

B. When the Union wishes to set up displays or tables to distribute materials or gather signatures on petitions in areas of the Employer's premises, it will do so on non-duty time. Furthermore, it shall notify the Human Capital staff one (1) workday in advance.

C. The Union shall be permitted to perform desk drops to bargaining unit employees subject to the following constraints:

    1. The employee performing the desk drop will do so on his or her own time (e.g., during work breaks, lunch periods, before/after work, on annual leave or LWOP). When desk drops are performed after work hours, they will be completed in a time and manner consistent with the CFPB's security procedures.

    2. Desk drops will not be conducted in areas where no bargaining unit employees are located.

34. Dues Withholding

Section 1

Eligible employees who are members of the Union may pay dues through the authorization of voluntary allotments from their compensation. To be eligible to make such voluntary allotments, an employee must:

1. Be an employee of the bargaining unit covered by this Agreement;
2. Be a member in good standing in the Union;
3. Have voluntarily completed Standard Form 1187 (SF-1187) ("Request for Payroll Deductions for Labor Organization Dues"); and
4. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

Section 2

The Union will:

1. Inform and educate members of the voluntary nature of the system for the allotment of labor organization dues;
2. Purchase SF-1187 forms and make them available to employees;
3. Assure that each SF-1187 is properly completed and inform the designated official of the Employer of any changes;
4. Inform the designated official of the Employer of any employee who has been expelled or ceases to be in good standing with the Union;
5. Inform the designated official of the Employer of any changes in the dues amounts or the formula for membership dues (including tables by both dollar amount and

percentage of salary being withdrawn for dues). Such changes may not be made more frequently than once every 12 months; and

6. Provide the designated official of the Employer with the names and complete mailing addresses and changes thereto of officials to whom dues withholding information should be submitted.

Section 3

The Employer will:

1. Deduct and process voluntary allotments of dues and changes in dues upon certification from the Union national president in accordance with this Article. Changes in the dues amounts will be made as soon as possible, but no later than one full pay period after notification by the Union;

2. Withhold authorized dues on a bi-weekly basis at no cost to the Union or the employee;

3. Start dues withholding no later than one full pay period following receipt of a properly certified SF-1187;

4. Reinstate dues withholding for employees temporarily assigned to positions outside the bargaining unit as soon as possible, but no later than one full pay period following their return to the bargaining unit;

5. Notify the Union when an employee, who has submitted an SF-1187, is not eligible to enroll in the automatic dues withholding program because he/she is not an employee in the bargaining unit covered by this Agreement;

6. Have the Office of Labor Relations, Office of Human Capital, Operations Division, provide to the UNION a copy of Standard Form 1188 or other revocation documents received within three (3) working days after receipt.

7. Prepare remittances and reports as follows:

a. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union;

b. Remittance will be made per pay period by Electronic Fund Transfer directly to an account designated by the Administrative Controller, National Treasury Employees Union, 800 K Street, Suite 1000, N.W., Washington, D.C. 20001. The Employer also will provide the following information in an Excel spreadsheet via a secure FTP or secure web service hosted by NTEU:

1. Employees' names in alphabetical order by last name;
2. Employee ID (unique agency identifier)
3. SSN
4. Band level;
5. Adjusted base pay (including locality or geo pay);
6. Hourly salary;
7. Hours worked in pay period;
8. Pay plan;
9. Total amount of dues withheld;
10. Pay period start date;
11. Pay period end date;
12. Identification of duty location;
13. Organization code;
14. Identification of the labor organization, including the Union chapter number;
15. BU Code Descriptors:
    i. DContinuing (Pay Period that Seasonal returns to duty)
    ii. HSeparation (Other than Retirement)

iii. J Movement Out of Recognition Area

iv. L Temporary Promotion/Reassignment to Non-Bargaining Unit Position

v. M Return to BU after Temporary Promotion/Reassignment

vi. N Non-Duty Status (Seasonal Continues to be in Non-Duty Status)

vii. R Retirement

viii. X Deceased

c. The Employer will provide a bi-weekly dues report to the Chapter President.

Section 4

A. The Employer will terminate an employee's dues withholding allotment no later than one full pay period after the Employer learns that:

1. An employee ceases to be a member in good standing in the Union;

2. The Union loses exclusive recognition for the covered unit;

3. An employee is reassigned or promoted from the unit for which the Union has been accorded exclusive recognition; or

4. An employee is separated from employment with the Employer.

B. Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the payroll office during pay period fifteen (15) each year. Revocations will become effective during pay period eighteen (18). Revocations may only be affected by submission of a completed SF-1188 that has been initialed by the Chapter President or his or her designee. If the SF-1188 is not initialed, the Employer shall return the SF-1188 to the employee and direct the employee to the proper Union official for initialing. SF-1188s that are returned by an employee prior to the end of pay period 18 will be effective

in pay period 18. To revoke such dues withholding, employees must have had dues withheld for at least one (1) year.

C. Revocation notices for employees who have had dues allotments in effect for more than one (1) year and whose SF-1187 was submitted after August 10, 2020, will become effective as soon as administratively feasible. Revocations may only be affected by submission of a completed SF-1188 that has been initialed by the Chapter President or his or her designee. If the SF-1188 is not initialed, the Employer shall return the SF-1188 to the employee and direct the employee to the proper Union official for initialing.

D. Revocation notices for employees who have not had dues allotments in effect for one (1) year must be submitted on or before the one (1) year anniversary date of their dues allotment. Revocations may only be affected by submission of a completed SF-1188 that has been initialed or signed by the Chapter President or his or her designee. If the SF1188 is not initialed or signed, the Employer shall return the SF-1188 to the employee and direct the employee to the proper Union official for initialing. The SF-1188 will become effective the first full pay period after the employee's anniversary date.

E. Administrative errors which deny the UNION its full amount of dues will be corrected, and the next remittance to the UNION will be adjusted to include the amount not previously forwarded. Administrative errors which result in an overpayment to the UNION will not be recollected if the erroneous payments were received by the UNION in good faith and without fraud and misrepresentation in accordance with 5 U.S.C. § 5584 and applicable regulations.

35. Waiver of Overpayment

Section 1

An Employee may request a waiver of a debt arising out of an erroneous payment of pay or allowances or an erroneous payment involving travel, transportation, or relocation expenses the collection of which would be against equity and good conscience and not in the best interests of the United States. Waiver of the obligation to repay an overpayment, regardless of amount, will be granted only 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 in accordance with 5 U.S.C. § 5584 and applicable regulations. The Employer will suspend collection of the overpayment in question pending final decision of the waiver request to the maximum extent permitted by law, rule, and regulation.

Section 2

An Employee who is given a specific RIF notice, or who receives a buyout or early-out, will not be required to repay the cost of any training previously provided by the Employer.

36. Retirement/Resignations

Section 1

A. 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.

B. 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. Avoidance of adverse action proceedings is not a valid reason.

Section 2

A. The Employer will provide access to financial education and individual counseling related to retirement planning multiple times per year.

B. 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.

Section 3

Employees shall be provided duty time to participate in bureau-sponsored retirement and financial planning seminars. Employees within five years of retirement will also be provided up to eight hour of duty time to attend an external Federal retirement planning seminar.

Section 4

The Employer agrees to provide employees who are covered by the Federal Reserve Retirement Plan access to their pension and 401(k) data through the Federal Reserve SmartBenefits website. The Employer also agrees to provide employees with a link to CFPB Rewards Highlights, which identifies benefits available to Bureau employees and CFPB Value of Benefits which help employees identify the average value of their benefits.

Section 5

The Employer will work closely with the Plan administrator to clarify guidance, and to help ensure Employees are provided accurate retirement estimates and other information about retirement and thrift plan benefits and criteria. The Employer will promptly communicate to all impacted employees known issues with these estimates or criteria.

37. Disciplinary Actions

Section 1

A. Disciplinary actions will be taken only for such cause as will promote the efficiency of the federal service.

B. For the purpose of this Article, a disciplinary action is defined as a reprimand or a suspension of fourteen (14) calendar days or less.

C. If a disciplinary action is canceled, all documentation relative to that action (or proposed action) in the employee's Official Personnel File will be destroyed, with confirmation of destruction sent to the employee. Any copies of the action (or proposed action) should also be removed from the supervisor's files; however, the Employer will not destroy any documentation required to be preserved under laws, rules, or regulations.

Section 2

In effecting disciplinary actions, the Employer endorses the use of like penalties for like offenses and progressive discipline. The Employer will consider the existence of any mitigating and/or aggravating circumstances, the nature of the position occupied by the employee at issue, and any other factors bearing upon the incident(s) or act(s) underlying the action. The degree of discipline administered will be proportionate to the offense and will be determined on a case-by-case basis.

Section 3

A. The Employer may consider alternative approaches to traditional disciplinary actions in certain circumstances. However, alternative discipline will be used only when agreed upon as appropriate by the Employer and the employee. Alternative discipline provides the

opportunity to address employee misconduct in a more positive manner by offering the employees options to traditional discipline.

B. The alternative discipline agreement will be maintained by the Employer in a manner that is consistent with the retention requirements of the underlying action. The alternative discipline agreement will not be placed in the employee's Official Personnel Folder (OPF).

C. Failure to complete the alternative discipline will result in the imposition of the original penalty. Alternative discipline may be relied upon when applying the concept of progressive discipline.

Section 4

A. A written reprimand will state the specific reasons for the action and will advise the employee of his/her rights to challenge the written reprimand through the negotiated grievance procedure**.** The employee will also be provided with the documentation or other evidence upon which the action is based. Written reprimands will be placed in the employee's Official Personnel Folder for no more than two (2) years from the date of issuance.

B. When a suspension of fourteen (14) calendar days or less is proposed, the following procedures will apply, except in emergency situations:

1. The employee will be given at least ten (10) workdays advance written notice of the proposed effective date of the suspension, which will state specifically why the suspension is being proposed, the employee's right to reply and the time limits for same. The Employer will provide a copy of any information relied upon to support the action to the affected employee. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

2. The final decision in any sustained suspension of fourteen (14) days or less will normally be made by a deciding official who is at a higher management level than the official who issued the notice of proposed suspension. An employee has the right to make an oral and/or written reply within 10 workdays of the date the letter of proposed action is received by the employee. Prior to the expiration of the ten (10)

workdays, the employee shall have a reasonable amount of duty time, normally up to four hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written reply.

3. If the employee elects to make an oral reply, the oral reply will be made to the deciding official by videoconference if the employee and the deciding official are not co-located, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five (5) workdays of receipt of the summary. If the parties agree that an in-person oral reply meeting is necessary, the Employer will pay all travel and per diem expenses of the employee.

~~4.~~ The final decision letter will be issued prior to the effective date of the suspension and shall contain the reasons for the decision and the dates of the suspension. The final decision will address relevant factual disputes raised by the employee in the summary or written reply and will contain a statement of the employee's right to file a grievance under the negotiated grievance procedure contained in this Agreement. A grievance concerning a suspension of fourteen (14) days or less may be filed at Step 2 of the negotiated grievance procedure.

Section 5

A letter of reprimand will be removed from an employee's OPF no later than two (2) years from the date of issuance. At that time, all documentation relative to the reprimand in the employee's Official Personnel File will be destroyed, with confirmation of destruction sent to the employee. Any copies of the letter of reprimand should also be removed from the supervisor's files, however, the Employer will not destroy any documentation required to be preserved under laws, rules, or regulations. A reprimand may be relied upon for the purpose of progressive discipline during the two-year retention period but may not be relied upon thereafter.

38. Adverse Actions

Section 1

A. An adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than 14 calendar days, a reduction in pay band, a reduction in pay, or a furlough of 30 calendar days or less of an employee. A removal or reduction in pay band based on unacceptable performance may be taken under this Article rather than under the Unacceptable Performance Article.

B. The Employer must demonstrate by a preponderance of evidence that an adverse action will be taken only for such cause as will promote the efficiency of the federal service.

C. The provisions of this Article do not apply to probationary or trial employees, except as otherwise provided by law.

D. If an adverse action is withdrawn, canceled, or overturned based on the merits, all documentation relative to that action (or proposed action) in the employee's Official Personnel File will be destroyed, with confirmation of destruction sent to the employee. Any copies of the action (or proposed action) should also be removed from the supervisor's files; however, the Employer will not destroy any documentation required to be preserved under laws, rules, or regulations.

Section 2

The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, the Employer will evaluate each situation warranting adverse action individually and, in instances involving serious offenses, progressive discipline may not be appropriate. Prior to deciding what action is a proper response to the incident or act, the Employer will consider any mitigating or aggravating factors, including, but not limited to, the following factors:

A. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, was committed maliciously or for gain, or was frequently repeated;

B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

E. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect on the Employer's confidence in the employee's ability to perform assigned duties;

F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

G. Consistency of the penalty with any applicable Employer table of penalties;

H. The notoriety of the offense or its impact on the reputation of the Employer;

I. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

J. Potential for the employee's rehabilitation;

K. Mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and

L. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 3

The Employer will follow these procedures when proposing and deciding to take an adverse action against an employee under this Article:

A. In all cases of proposed adverse action, except for emergency suspensions and actions taken in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action at least 30 calendar days in advance of the action and informed of his/her right to reply to the proposed action.

B. Along with the notice of proposed adverse action, the Employer will provide a copy of any information relied upon to support the action to the affected employee. Where the Employer has relied on witnesses to support the reasons for an adverse action to the extent any written statements were taken, they shall be made a part of the file which is provided to the employee and his/her representative when designated. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

C. An employee has the right to make an oral and/or written reply within ten (10) workdays from the date the letter of proposed action is received by the employee. The employee will be given a reasonable amount of duty time, normally up to eight (8) hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written reply. If the employee elects to make an oral reply, it will be made to the deciding official. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five (5) workdays of receipt of the summary.

D. If the employee and deciding official are not co-located, oral replies to proposed adverse actions (other than proposed removals) will be conducted by videoconference or telephone**.** Oral reply meetings on proposed removals will be held in-person if requested by the employee. If travel is permitted under this section, the Employer will pay travel and per diem expenses of the Employee per the Travel Article.

E. The final decision in any sustained adverse action will normally be made by a higher-level management official than the official who issued the notice of proposed action. The final decision letter shall contain the Employer's reasons for the decision. The final decision will also address any relevant factual disputes raised by the employee in the summary or written reply and will contain a statement of the employee's right to appeal an adverse decision to the Merit Systems Protection Board or if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with the Grievance Procedure and Arbitration Articles.

39. Unacceptable Performance

Section 1

A. For purposes of this Article, an action based on unacceptable performance under 5 USC Ch. 43 is a reduction in pay band or removal of an employee whose performance fails to meet established performance standards in one or more critical elements.

B. The Employer must demonstrate that an action taken under this Article for unacceptable performance is supported by substantial evidence.

C. The provisions of this Article only apply to employees who have grievance rights under 5 CFR 432.106(b) and do not apply to the removal of probationary or trial employees (except those who are preference eligible) or to performance-based removals under 5 USC Ch. 75.

D. To the extent allowed by law, all documentation related to an action based on unacceptable performance that is withdrawn, cancelled, or overturned based on the merits will be removed in an employee's official personnel file, with confirmation of such action sent to the employee.

Section 2

Before taking an action based on unacceptable performance, the Employer will comply with the requirements of the Performance Management Article, regarding notice of a decline in performance and provide an opportunity to improve during a Performance Improvement Period.

Section 3

The Employer will follow these procedures when proposing and deciding to take an action under this Article:

A. The employee will be provided 30 calendar days advance written notice of the proposed effective date of the action. The notice will identify both the specific instances of unacceptable performance and the related elements and standards.

B. The employee will be provided with a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

C. The employee will be advised in writing of his/her right to representation.

D. The employee will be provided a reasonable amount of duty time, normally up to eight (8) hours, but more time may be reasonable based on the complexity of the case, to prepare his/her response to the proposed action.

E. 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 unless the employee has previously approved leave, then the 10 workdays begin on the day the employee returns to work. The Employer may consider a written request to extend the reply period. If the employee elects to make an oral reply, it will be made to the deciding official. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five (5) workdays of receipt of the summary.

F. If the employee and deciding official are not co-located, oral replies to proposed performance-based actions (other than proposed removals) will be conducted by videoconference or telephone. Oral reply meetings on proposed removals will be held in-person if requested by the employee. If travel is permitted under this section, the Employer will pay travel and per diem expenses of the Employee per the Travel Article.

G. The employee will be given a final decision concerning the proposed action, usually within 30 calendar days after expiration of the advance notice period. Normally, the final decision will be issued by an official who is at a higher management level than the official who proposed the action. The final decision will be issued prior to the effective date of the action and will specify instances of unacceptable performance by the employee on which the action is based. The final decision will also address any relevant factual disputes raised by the

employee in the summary or written reply and will contain a statement advising the employee of his/her rights to challenge the unacceptable performance action.

Section 4

If the Employer's final decision is to remove an employee or to reduce his or her pay band based on unacceptable performance, the employee may appeal the decision to the Merit Systems Protection Board or, if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with the Grievance Procedures and Arbitration Article.

40. Probationary/Trial Period Employees

Section 1

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. During the probationary or trial period, the employee's conduct and performance in fulfilling the duties of his/her position will be observed, and the employee may be separated from the Service in accordance with this Agreement, law and applicable regulations.

Before an employee accepts a new position in the Bureau, he/she will be clearly informed as to whether or not he/she will be required to complete a new probationary or trial period.

Section 2

A. During the probationary or trial period of the employee, the EMPLOYER 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:
   a. explain what is required of the employee in the position;
   b. identify areas where the employee needs improvement; and,
   c. suggest ways or means for the employee to improve his or her performance or conduct; and

3. evaluate the employee's potential and determine whether the employee is suited for continued employment with the EMPLOYER.

B. 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.

Section 3

If a probationary or trial period employee is separated under the provisions of this Article, the employee's separation must be effected before the employee has completed his or her probationary/trial period.

Section 4

When separation during a probationary or trial period is based, in whole or part, on conduct before employment, the following procedures will apply:

A. the employee will be notified in writing ten (10) workdays in advance of the proposed separation except when less than ten (10) days remain in the probationary or trial period or in emergency situations;

B. the notice will contain a detailed statement of the reasons for the proposed separation;

C. upon request, the employee shall have the right to orally reply to the notice of the proposed separation. The employee may also submit a written response and submit affidavits in support of his or her reply. The employee may be represented by the UNION in the formulation of the written reply or presentation of this oral reply. The employee, upon request, shall be provided copies or access to any documents on file which evidence the employee's misconduct;

D. the EMPLOYER will give due consideration to the employee's reply; and

E. the EMPLOYER will provide the employee with a written notice of its final decision.

Section 5

All notices to separate a probationary or trial period employee will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the MSPB or the Equal Employment Opportunity Commission, as appropriate.

Section 6

All provisions of this Agreement apply to probationary and trial employees, except where such application would be inconsistent with law, rule, or regulation. It is recognized that removal of a probationary or trial period employee is not subject to the grievance and arbitration provisions of this Agreement in accordance with Federal law.

41. Reduction in Force

Section 1

A. The Employer 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 duty 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.

B. 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.

C. 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.

D. 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.

Section 2

This Article applies to any RIF conducted by the Employer during the term of this Agreement. Any RIF will be carried out in accordance with applicable laws, rules, and regulations. 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. 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.

Section 3

If requested, the Employer will brief the Union concerning the RIF at a mutually agreeable time as soon as practicable, but no later than two weeks after notification.

Section 4

The Employer will make a reasonable effort to keep employees in a competitive area anticipating a RIF generally informed of recent developments and decisions. After notification of the Union, the Employer may hold general meetings with unit employees.

Section 5

The Employer shall provide the Union with advance courtesy notice and the opportunity for feedback prior to the establishment of competitive areas.

Section 6

The Employer shall establish competitive levels consisting of positions in a competitive area in the same pay band and classification series that are similar enough in duties, qualification requirements, and working conditions so that the incumbent of one position may be reassigned to any of the other positions in the level without undue interruption. The Union will be notified of

the competitive levels once they have been finalized by the Employer. Competitive level determinations shall be made in accordance with controlling regulations.

Section 7

When a competing employee is to be released from a competitive level, the Employer shall establish a separate retention register for that competitive level. Competing employees are listed by tenure group, veterans preference sub-group, and length of service (with credit for performance included in computing total length of service). The Union will be provided a copy of any retention registers at the time they are finalized.

Section 8

A. Additional service credit for performance is based on the last three most recent ratings of record which were received by the employee during the four-year period prior to the date of issuance of specific RIF notices.

B. To be creditable for RIF purposes, ratings must have been issued to the employee, including all appropriate signatures and reviews, and must be on record. In the RIF context, this means that the rating has been entered into the automated personnel system and is available for use by Human Resources. Performance appraisals will not be given solely to improve an employee's retention standing for RIF purposes.

C. Credit under the Employer's performance appraisal system will be given based on the employee's summary rating**s** as follows: Level 3 equals 20 years**,** Level 1 equals 0 years. Employees with performance ratings received under another Agency's performance appraisal system will receive 20 years for Level 3 (fully successful or equivalent) and above. Employees who have not received three ratings of record within the past four years will receive service credit in accordance with 5 CFR 351.504(c)(1) through (c)(2).

Section 9

Assignment rights (i.e., bump and retreat rights), if any, will be determined in accordance with controlling regulations and Employer policy. Employees in the excepted service will be provided assignment rights outside their competitive levels.

Section 10

A. An employee involuntarily placed in a lower pay band as the result of a RIF will receive saved pay and saved band protection for a period of two years, during which the employee retains his or her higher salary and pay band and is entitled to all benefits of that band (including potential for merit increases). At the end of the two-year period, the employee will be moved to the lower pay band.

B. If the employee's current salary is *at or below* the lower pay band maximum at the time of the change to a lower band, the employee will retain his/her current salary.

    1. If the employee's current salary is *above* the lower pay band maximum at the time of the change to a lower band, it will be reduced to the lower pay band maximum.

Section 11

Before separating any employee by RIF, the Employer will ensure the employee is advised of the provisions of the Employer's Career Transition Assistance Plan.

Section 12

The Employer shall issue specific RIF notices to employees affected by a reduction in force at least 60 calendar days before the effective date of the RIF.

Section 13

A specific RIF notice shall contain the following information:

1. The specific RIF action being taken (e.g., separation, demotion, or furlough for more than 30 calendar days), the reason for the RIF, and the effective date of the action;

2. The employee's competitive area, competitive level, retention subgroup, service date, and the three most recent performance ratings of record received during the last four years of federal service;

3. The place where the employee may inspect the regulations and records pertinent to his/her case;

4. If applicable, the reasons for retaining a lower standing employee in the same competitive level;

5. The employee's right to appeal the RIF action to the Merit Systems Protection Board (MSPB) under the provisions of the Board's regulations (including a copy or access to a copy of the MSPB procedures);

6. Information for applying for unemployment insurance through the employee's state program;

7. As applicable, the employee's right to reemployment consideration and career transition assistance information under the Employer's Career Transition Assistance Plan;

8. All other information required by RIF regulations.

Section 14

Upon request, an employee who has received a specific RIF notice, and/or the employee's representative, if the representative is acting on behalf of the individual employee, may review retention registers and any other records used by the Employer to the extent that the registers and records have a bearing on a specific action taken, or to be taken, against the employee.

Section 15

The Employer will maintain all lists, records, and information pertaining to the RIF for at least one year in accordance with applicable law**s**, rules, and regulations.

42. Contracting Out

Section 1

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. The Employer will comply with all applicable laws, rules, and regulations.

Section 2

Prior to submission of the list of "Commercial Activities Inventory" under the Federal Activities Inventory Reform Act, the Employer will give the Union the opportunity to provide input with regard to bargaining unit positions included on the list.

Section 3

Nothing in this Article shall prevent the Union from exercising its right to bargain over any and all negotiable issues related to any contracting out decision, to the maximum extent allowable by law.

43. Grievance Procedure

Section 1

A. A grievance means any complaint –

1. By any employee concerning any matter relating to the employment of that employee;
2. By the UNION concerning any matter relating to the employment of any employees in the bargaining unit;
3. By any employee, the UNION, or the EMPLOYER concerning:
   a. the effect or interpretation, or claim of breach, of this Agreement; or
   b. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
4. Except that the following matters are not grievable and therefore this Article shall not apply with respect to:
   a. Any claimed violation relating to prohibited political activities;
   b. Retirement, life insurance or health insurance;
   c. A suspension or removal in the interest of National security;
   d. Any examination, certification, or appointment;
   e. The classification of any position which does not result in the reduction in grade or pay of any employee;
   f. An appeal by an employee of a RIF action;
   g. An action terminating a temporary promotion and returning the employee to the position from which (s)he was temporarily promoted, unless termination would

constitute a prohibited personnel practice or other violation of law or government-wide regulation;

h. Any matter in which the affected employee has elected to appeal through a statutory or regulatory processes, e.g., the EEOC (by filing a formal complaint), MSPB (by filing an appeal to the MSPB), FLRA (by filing an FLRA charge) or OSC (by filing a complaint with OSC);

i. Non-adoption of a suggestion;

j. Filling of supervisory positions or other positions outside the bargaining unit;

k. Termination, removal, or separation, as the case may be, of an employee during a probationary or trial period; and return of an employee during a probationary or trial employee period in a managerial or supervisory position to a non-managerial or nonsupervisory position;

l. A separation or termination of a non-preference eligible from the excepted service before the employee has two years of current continuous service and acquired a right to appeal to the MSPB;

m. The expiration of a temporary or term appointment, or expiration of term-to-perm appointments to the extent consistent with law, rule, regulation or negotiated agreement;

n. Any claim that must be brought under "The Federal Employees' Compensation Act and Office of Workers' Compensation Programs;"

o. The contents of Agency ethics rules to the extent these are consistent with law, rule, regulation or negotiated agreement;

p. Non-selection from a group of properly rated and ranked candidates to the extent consistent with law, rule, regulation or negotiated agreement;

q. A warning, counseling, or notice of proposed action. Proposed actions that are implemented in a subsequent notice of decision would be grievable under this Article or subject to statutory appeal, as appropriate;

r. The content of job elements and performance standards, to the extent consistent with law, rule, regulation or negotiated agreement;

s. Contracting out of work currently performed by bargaining unit employees, to the extent consistent with law, rule, regulation or negotiated agreement.

B. Grievances may be initiated by employees, singly or jointly, by the UNION for itself, by the UNION on behalf of one or more employees, or by the EMPLOYER.

C. This grievance procedure shall be the exclusive administrative procedure available to the Parties and the employees for resolving a grievance, except as to the following:

1. MSPB

A grievance involving an adverse or unacceptable performance action is defined as removal, suspension for more than fourteen (14) calendar days, reduction in grade, reduction in pay, or furlough of thirty (30) calendar days or less. Such a grievance may be raised either under the appropriate appellate procedure or under this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

An employee who receives a notice of final action regarding an adverse or unacceptable performance action has thirty (30) calendar days beginning with the day after the effective date of the action to appeal the action to the Merit Systems Protection Board. If the employee decides to seek recourse through this negotiated grievance procedure and the UNION decides to invoke arbitration, notice of a decision to seek arbitration must be served upon the EMPLOYER within twenty (20) workdays beginning with the day after the effective date of the action; however, if the Union elects to refer the matter to Step 4 of the grievance procedure under Section 4D, below, the invocation of arbitration must be served on the EMPLOYER within twenty (20) workdays of the Step Four decision.

2. EEO

An employee may file a grievance under this Article or a formal EEO complaint with the Bureau's EEO Office regarding a particular matter, but not both. An employee is deemed

to have exercised his/her option to raise a matter through the EEO process or through the grievance process at such time as the employee files a formal complaint of discrimination with the Bureau's EEO Office or files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

3. OSC

An employee who believes (s)he has been discriminated against on the basis of marital status, political affiliation, sexual orientation, parental status or protected genetic information may file a grievance under this Article, or if appropriate a Complaint of Possible Prohibited Personnel Practice with the Office of Special Counsel, but not both.

4. FLRA:

If an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved Party has the option to seek redress under this Article or under the FLRA's unfair labor practice procedure, but not both. The aggrieved Party is deemed to have exercised its option to raise a matter as an unfair labor practice or as a grievance at such time as the aggrieved Party timely files an unfair labor practice charge with the FLRA or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

Section 2

A. It is understood that an employee processing a grievance under this Article shall be limited to UNION representation, self-representation, or a representative approved by the UNION. If an employee presents a grievance without UNION representation, the UNION will be given the opportunity to be present at all formal discussions of the grievance and at all grievance meetings. The UNION will be given reasonable advance notice of such meetings.

B. An employee will be given a reasonable amount of official time to prepare and present a grievance or appeal, including attendance at meetings with the EMPLOYER.

Section 3

Employees, designated representatives, and employee witnesses will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal arising out of their initiation or participation in the resolution of a grievance.

Section 4

A grievance as defined in Subsection 1.A. of this Article shall be processed as follows:

A. Step one

1. The employee must file a written Step One grievance to Labor Relations within twenty (20) working days from the date of the action giving rise to the grievance or twenty (20) working days after the employee becomes aware of the action or reasonably should have become aware of the action, whichever is earlier.

2. The immediate supervisor or the lowest management level capable of granting the relief sought will normally be the Step One official responsible for responding to the grievance. If, because of the nature of the grievance, any party believes the immediate supervisor is not the appropriate Step One official (e.g., the immediate supervisor was not responsible for the matter being grieved, and/or does not have the authority to grant the remedy requested), that party may contact Labor Relations to discuss whether the immediate supervisor should hear the grievance. This decision by Labor Relations will not be grievable or appealable by the Union.

3. If the Employer determines that it is necessary to re-direct the grievance to a different management official with authority to address the issues raised in the grievance and the relief sought, an appropriate extension of the time limit for responding will be made.

4. 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.

5. "Institutional Grievances" by the Union, concerning the effect or interpretation or a claim of breach of the provisions of law or this agreement relating to the rights and benefits that accrue to the Union as the exclusive representative of bargaining unit employees, will be filed in accordance with the procedures set forth in Section 6, below.

6. Every grievance filed pursuant to this Article must be in writing and identify the grieving employee(s), or a statement that the grievance is filed on behalf of the UNION. In addition, the grievant 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. The EMPLOYER agrees it will not dispose of the grievance solely because of an incorrect citation.

7. If a meeting is requested, the Step One official shall meet with the grievant and UNION representative, whenever possible, within ten (10) working days after the receipt of the grievance. If the Step One official is not located at the grievant's work site, the meeting may be conducted via video conference or by telephone.

8. The Step One official will issue a written decision to the grievant, with a copy to the UNION representative, within twenty (20) working days after the date of the meeting or, if no meeting was held, within twenty (20) working days of the date the grievance was filed.

B. Step two

1. If the grievant is not satisfied with the Step One decision, the grievant may appeal the grievance in writing to Labor Relations within twenty (20) working days after receipt of the Step One decision. The written appeal shall include a copy of the original grievance filed and a copy of the Step One official's decision.

2. If a meeting is requested, the Step Two official or designee shall meet with the grievant and UNION representative (no more than one) whenever possible, within ten (10) working days after receipt of the appeal. If the Step Two official is not located at

the grievant's work site, the meeting may be conducted by telephone or video conference.

3. The Step Two official shall issue a written decision to the grievant with a copy to a designated UNION representative within twenty (20) working days after the meeting or, if no meeting is held, within (20) working days after receipt of the appeal.

4. Absent mutual agreement to amend a grievance or consolidate separate grievances, no new issues may be raised by the grievant or the Union after the first step except in response to issues raised in an Employer response. Similarly, the Employer cannot raise new grounds that are beyond the scope of its initial action or first step decision.

C. Step three

1. If the grievant is not satisfied with the Step Two decision, the grievant may appeal the grievance in writing to Labor Relations within twenty (20) working days after receipt of the Step Two decision. The step three management official must be at a higher supervisory level than the step two management official.

2. The written appeal shall include a copy of the original grievance and Step Two appeal filed, and a copy of the Step One and Step Two officials' decisions (if provided).

3. If a meeting is requested, the Step Three official or designee shall meet with the grievant and no more than two (2) UNION representatives whenever possible within ten (10) workdays after receipt of the written appeal. If the Step Three official is not located at the grievant's worksite, the meeting may be conducted by telephone or video conference.

4. The Step Three official shall issue a written decision to the grievant with a copy to the designated UNION representative within twenty (20) working days after the meeting or, if no meeting is held, within twenty (20) working days after the receipt of the appeal.

D. Step four (optional)

1. If the UNION is not satisfied with the Step Three decision it may at its option, appeal the grievance in writing to the Director's Chief of Staff, with a copy to the Labor Relations Office within twenty (20) working days after receipt of the written decision

of the Division Director/designee at Step Three. This option will be limited to a maximum of seven (7) grievances per year.

2. This Step of the grievance procedure is not available to those who are self--represented.

3. The written appeal should include a copy of the original grievance, the Step Two and Three appeals filed and a copy of the Step One, Two and Three officials' decisions.

4. The Director's Chief of Staff or designee shall issue a written decision to the grievant with a copy to the designated UNION representative within twenty (20) working days of the receipt of the appeal.

E. If the grievant is not satisfied with the Step Three (or Step Four decision, where applicable), the matter may be referred to arbitration by the UNION in accordance with the Arbitration provisions. The referral to arbitration must be made within twenty (20) workdays after receipt of the written decision of the final step decision.

F. All decisions at each Step of the grievance procedure shall be delivered to the grieving employee, and his or her designated representative.

Section 5

A. A grievance involving travel exemptions and/or waivers that can only be approved by the CFO's office must be raised under this section of the negotiated grievance procedure. The grievant must file such grievance within twenty (20) workdays from the date of the action giving rise to the grievance or twenty (20) working days after the grievant becomes aware of the action or reasonably should have become aware of the action, whichever is earlier. The grievance must be in writing and present the name(s) of the grieving employee(s). In addition, the grievant 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.

B. The grievance must be filed with the Lead, Labor Relations who will forward it to the Office of Finance and Procurement (OFP). There will then be a two-step grievance process as follows:

Step one:

1. The OFP will assign the matter to an OFP employee who has the authority to hear the grievance and provide a remedy.

2. That OFPemployee will render a step-one decision within twenty (20) workdays of the grievance being filed.

Step two:

1. If the grievant is not satisfied with the Step One decision, the grievant may present a written Step Two grievance to Labor Relations and a copy to the Chief Financial Officer within twenty (20) working days of the issuance of the Step One decision. A grievant may not raise new issues after Step One. The Step Two grievance shall include a copy of the original grievance filed and a copy of the Step One decision.

2. The Step Two official will be the CFO or his/her designee.

3. The CFO or designee will issue a final decision to the grievant with a copy to the designated Union representative within twenty (20) workdays after receipt of the grievance.

C. There will be no step three grievance under this section. If the grievant is not satisfied with the Step Two decision, the matter may be appealed to Step Four or to arbitration. The appeal to Step Four or to arbitration must be made within twenty (20) workdays after receipt of the written decision of the CFO or designee.

Section 6: Institutional Grievances

In lieu of the step-by-step procedure set out in Section 4 of this Article, the UNION may submit a written grievance to the General Counsel, Legal Division, or designee with a copy to the Lead, Labor 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. 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. Upon receipt of the grievance, the

UNION and EMPLOYER representative (no more than two representatives for each Party unless mutually agreed otherwise) shall meet within ten (10) workdays to discuss the grievance. A written decision will be issued to the UNION within twenty (20) workdays after the meeting. If the UNION is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the Arbitration provisions of this Agreement.

Section 7

When two (2) or more employees file individual grievances involving the same facts, events and the same issues arising out of the same incident, at the Union's option the grievances may be consolidated and processed through the grievance and arbitration procedure together. Upon mutual agreement, the parties may elect to consolidate other grievances involving two (2) or more employees.

Section 8

A. All time limits referred to in this Article may be extended by written mutual consent of the Parties prior to the expiration of such time limits. Per written request of the Union, time limits will be tolled when the Bureau has not responded to an information request. Time limits will no longer be tolled when the Bureau states, in writing, that it has provided all information that the Bureau believes it is required to release under 7114b.

B. 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.

C. 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.

Section 9

A. All grievance step meetings will provide the employee and the Union with an opportunity to present his, her or its case or position in discussions of the grievance with the management representatives.

B. Upon advance written request by the Union, the Employer will provide reasonable official time for employee/Union witnesses with relevant information to meet with the Union pursuant to the grievance process. Under no circumstances will a witness requested by the Union or grievant be compelled to appear or answer questions involuntarily.

Section 10

A. If the EMPLOYER alleges that a grievance is not grievable and/or is not arbitrable the EMPLOYER shall notify the UNION in writing, stating all the reasons for such determination.

B. When the EMPLOYER alleges an issue to be non-grievable or non-arbitrable, the UNION will have twenty (20) working days to amend and re-file the grievance if it wishes. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance.

C. Questions that cannot be resolved by the Parties as to whether a grievance is on a matter subject to the negotiated grievance procedure or arbitration shall be resolved by submitting the issue to the arbitrator assigned the full case.

D. If a question of grievability is raised, the grievance shall proceed through the grievance procedure with the question of grievability joined to the grievance.

Section 11

When EMPLOYER grievances arise, they will be submitted in writing to the NTEU National President. Such a grievance must be submitted in writing to the National President twenty (20) workdays after the occurrence of the act which gave rise to the grievance or twenty (20) workdays after the EMPLOYER became aware of the action. The management official who filed

the grievance, or designee, will meet within ten (10) workdays with the UNION to ensure that all pertinent facts are made available. The UNION will provide a written decision to the management official or designee within ten (10) workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the EMPLOYER. A letter invoking the grievance for arbitration must be served on the UNION's National President within twenty (20) workdays of the written decision.

Section 12

In connection with potential or actual grievances, the Employer will respond to the Union's requests for information submitted pursuant to 5 U.S.C. Section 7114(b)(4) within a reasonable period of time. Normally, within 10 workdays of receipt of the information request, Labor Relations will let the designated NTEU steward know that the request was received and will let the steward know an approximate amount of time that will likely take to respond to each item requested.

Section 13

The Bureau may offer non-binding mediation at any time to resolve the matter during any phase of the grievance process.

44. Arbitration

Section 1

A. Upon written notification by either the EMPLOYER or the UNION, any unresolved grievance may be appealed to binding arbitration.

B. Such appeals by the Bureau must be hand-delivered, emailed, or sent by certified mail to the Union's national president and appeals by NTEU must be hand-delivered, emailed, or sent by certified mail to the General Counsel, Legal Division, or designee with a copy to the Lead, Labor Relations, Office of Human Capital.

Section 2

The procedure for selecting an arbitrator for grievances arising under this Agreement is set forth below.

The EMPLOYER and the UNION will continue to use their established panel of arbitrators to hear disputes brought under this procedure.

A. The arbitration panel will have a minimum of five (5) arbitrators. The panel may contain more names upon mutual agreement of the Parties. Cases will be assigned to arbitrators on the panel on a rotating basis, in alphabetical order, absent mutual agreement.

B. Replacement arbitrators, as necessary, will be selected based on the following procedures: The Parties will first informally discuss the possible arbitrator in an attempt to agree on which arbitrator(s) shall become a member of the panel. Absent agreement, the Parties will obtain a list of experienced Federal sector labor arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable source; the cost of any list will be shared equally by the Parties. The Parties shall each strike a name from the list until the agreed-upon number of arbitrators for the panel remains; a coin toss determining which party shall strike first.

C. Either party may unilaterally remove one arbitrator from the panel during each 12-month period of this Agreement by giving notice to the other party. Upon receipt of that notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned. Upon removal of an arbitrator from the panel, the Parties will move expeditiously to name a replacement. The Parties will use the procedures listed to select any replacement arbitrator.

D. Within 30 calendar days after receipt of a request for arbitration, the parties will assign the case to the next arbitrator on the panel, on a rotational basis.

E. The arbitrator will hear the grievance as promptly as practicable, on a date and at a site, normally the Employer's premises at or nearest to the grievant's worksite, mutually agreeable to the parties during regular hours of the basic workweek.

F. Unless mutually agreed otherwise by the parties, if the party invoking a case for arbitration has not contacted the arbitrator for possible hearing dates within six months, the case will be deemed to be moot and considered withdrawn. No further arbitration will take place with respect to the matters covered by that grievance.

G. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall present a separate submission, with a copy to the other Party, and the arbitrator shall determine the issue(s) to be heard.

Section 3

A. The arbitrator's fees and all of the arbitrator's expenses, including travel expenses, incurred under this procedure shall be borne equally by the parties. Unless the parties agree otherwise, a verbatim transcript of the hearing will be made. The parties will share the cost of the court reporter and will each bear the expense of the copies of the transcript it obtains. The parties will share equally the cost of the transcript supplied to the arbitrator.

B. Once the hearing date has been established, a party unilaterally requesting that an arbitration hearing be postponed, delayed, or cancelled for any reason that results in fees being charged by the arbitrator or the court reporter will pay any and all fees associated with the requested change. The fact that one party has no objection to the request of the other

party for postponement, delay, or cancellation of the arbitration hearing will not absolve the requesting party from the paying of all the fees being charged.

C. In any case where the parties mutually agree to postpone, delay, or cancel an arbitration proceeding, or if the parties settle the matter prior to an arbitration hearing, the parties will share equally the cost of any fees being charged by the arbitrator or the court reporter that are associated with the requested change.

Section 4

A. The parties will exchange lists of potential hearing witnesses normally within 15 calendar days prior to the scheduled hearing. The Employer will make reasonable efforts to produce Agency employees as witnesses if requested by the Union. However, each party reserves the right to question the relevance or necessity of any potential witness, and the arbitrator will resolve any such questions prior to the date of the hearing.

B. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing. The grievant and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration hearing, without loss of pay or charge to annual leave.

C. The hearing shall be informal and strict rules of evidence will not apply. The grievant shall have the burden of proof by a preponderance of evidence, except where it is otherwise allocated by law.

D. Issues may not be raised for the first time at arbitration that were not raised during the course of the grievance processing or were not raised during the processing of the adverse or performance-based action giving rise to the arbitration.

E. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. The arbitrator may render a decision on issues of grievability and/or arbitrability prior to addressing the merits of the original grievance. Absent mutual agreement, the parties will be entitled to submit post-hearing briefs, provided that all documents given to the arbitrator are also provided to the opposing party's representative at the same time.

F. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The award will be limited to the issues presented at arbitration. The arbitrator's decision will be final and binding, and the arbitrator will have the authority to make an aggrieved employee whole, or issue any other remedy, to the extent such remedy is consistent with law, rule, and regulation.

G. The arbitrator shall have the obligation of ensuring that all necessary facts and considerations are brought before him or her by the representatives of the Parties.

H. Except in cases subject to the expedited procedures set forth as follows in Section 5, the arbitrator shall submit his/her decision to the Employer and the Union advocate as soon as possible, but in no event later than 30 calendar days following the close of the record or receipt of the transcript, whichever is later before him/her, unless the parties waive this requirement.

I. Either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority except that exceptions to an arbitrator's award in connection with a grievance filed under Section 1.C.1 of the Grievance Procedure, shall be handled in accordance with the requirements of 5 U.S.C. Section 7121(f). A copy of such exception shall be provided concurrently to the other Party.

J. An arbitrator has the authority to award reasonable attorney fees in accordance with the standards established under 5 U.S.C. Section 5596.

Section 5 -Expedited Arbitration

A. At the UNION's option, any grievance over the following issues may be appealed to expedited, binding arbitration rather than the normal arbitration procedure set forth in this Agreement:

1. reprimands and admonishments;

2. details and reassignments (not including a removal as a result of a directed reassignment);

3. denial of leave requests;

4. requests for official time;

5. individual employee work schedules issues that will only affect a particular employee;

6. dues withholding;

7. issues concerning the UNION's access to the EMPLOYER's space or services; or

8. travel reimbursement issues such as vouchers not being paid on time or the wrong amount of money being repaid.

B. By mutual agreement, the Parties may process any other grievable issue under this procedure.

C. The UNION has fifteen (15) working days from the date the grievant receives the decision at the final step of the Grievance Procedure to invoke expedited arbitration. It will do so by notifying the EMPLOYER by email, hand delivery or certified letter within that time limit. The letter will indicate whether or not the UNION wishes to use the expedited procedure.

D. Upon written notice to the EMPLOYER that it is invoking this expedited arbitration procedure, the UNION will determine the next three (3) available dates of the arbitrator for a hearing date acceptable to the parties. Within five (5) workdays of identification of such dates, the Parties will select one (1) of those dates, and the selected date shall be the date of the hearing. In no case will the hearing be sooner than thirty (30) calendar days after the Parties' selection of the hearing date.

E. The following special procedures will apply to the arbitration of any dispute under expedited arbitration procedures:

1. No briefs may be filed. No transcript will be made, absent mutual agreement.

2. At the close of the hearing, the Parties may submit copies of precedent setting case decisions and/or memoranda outlining legal points and authorities.

3. The arbitrator will issue a bench decision, if possible. If not, he or she will issue a brief written decision within ten (10) workdays of the close of the hearing. If attorney's fees are requested as part of the remedy, then the arbitrator may retain jurisdiction to consider this issue if consistent with the decision, and briefs may be filed on this issue.

45. Labor-Management Forum

Section 1

A. The Employer and the Union recognize that a successful Labor-Management program can only be achieved by an ongoing exchange of information and discussion of all workplace matters affecting bargaining unit employees. For this reason, the Employer and the Union agree to the creation of Labor-Management Forum (LMF). The Parties, initially consisting of four management representatives and four Union representatives, will establish a Charter to outline the framework for the LMF, including but not limited to, number of participants, length of meetings, agenda, forum structure, and other procedures.

B. 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. CFPB 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.

C. 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.

D. The Forum will meet up to four (4) times per year. Agenda items should normally be exchanged 14 calendar days in advance of the meetings. Meetings will not be used for airing any grievances that have already been filed or discussing disputes relating to individual employees. However, upon mutual agreement, the applicable time limits for filing institutional grievances or bargaining proposals will be tolled in order for the parties to attempt to resolve the dispute through the LMF.

E. The Forum will meet in person or via teleconference as determined by the parties. When meeting in person, all time spent for travel and meetings will be Union official time, and travel will be reimbursed by the Employer.

F. The operation of the LMF is not intended to substitute for the day-to-day relationship between the parties.

Section 2

A. 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.

46. Midterm Negotiations

Section 1

A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Civil Service Reform Act during the life of this Agreement and, in accordance with applicable law, rule, regulation and this Agreement, to initiate changes in operational and administrative procedures and programs when the Employer determines it is in the best interest of CFPB.

B. The Employer recognizes that the Union has the right to bargain over the procedures which the Employer will observe in exercising its management rights authority, and/or over appropriate arrangements for employees adversely affected by the exercise of the Employer's management rights and authorities. This in no way waives any of the Union's rights to negotiate to the maximum extent allowable by law.

Section 2

Except in cases of emergency as provided in the Civil Service Reform Act, such as unforeseen occurrences precluding such notice, the Employer shall provide the Union with reasonable advance notice of intended changes in personnel policies or practices or conditions of employment. Written notification of national changes shall be provided to the NTEU National President or designee, with a concurrent notice to the Chapter President. Notice of local changes shall be provided to the Chapter President, or designee.

Section 3

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. The Union agrees that any proposals submitted in the context of bargaining will be related to the proposed change(s) and will not deal with extraneous matters. The union recognizes that Management will unilaterally implement the change in working conditions if the union does not submit negotiable proposals during the time frames listed above. Negotiations will normally begin within five (5) working days after receipt by the Employer of the Union's proposals. Changes in conditions of employment resulting from these negotiations will not be effective until the date of execution of any agreement reached, subject to Section 7.C below.

Section 4

The submission of proposed changes by the Employer and the submission of proposals by the Union under Sections 2 and 3 above shall not preclude either Party from submitting other proposals or counterproposals during the course of negotiations.

Section 5

Where negotiating sessions are required, the sessions will be conducted as follows:

A. The Parties will conduct negotiating sessions via telephone, email, or other existing technology. CFPB will pay for travel and per diem (for up to four nights) for up to two bargaining unit employees up to three times per calendar year to negotiate over substantial mid-term initiatives. The Union may unilaterally elect to send representatives to Washington, D.C. for negotiating sessions at the Union’s expense (travel, lodging, per diem, and any other related expenses). In such instances, the Employer will provide official time for such travel, subject to the Article on Official Time.

B. Negotiating sessions will be conducted during the regular administrative workday.

C. When negotiating, the Union bargaining team shall be limited to four (4) employee representatives and two (2) National NTEU staff members, unless the Parties mutually agree otherwise. The Union may appoint additional members up to the number of Employer

members in attendance at the negotiations. The above referenced numbers do not include technical experts which may be utilized by the Parties to address specific issues.

Section 6

Agreements negotiated under the provisions of this Article will be subject to agency head approval pursuant to 5 U.S.C. § 7114(c).

Section 7

A. If an agreement has not been reached, either Party may contact the Federal Mediation and Conciliation Service (FMCS) to submit the remaining issues to mediation.

B. If negotiable issues remain outstanding, either Party may proceed to the Federal Service Impasses Panel (FSIP) for resolution of all outstanding negotiable issues.

C. The Employer may implement the mid-term initiative at its peril if the only remaining union proposals that the Parties have not agreed to are non-negotiable.

Section 8

A. To the extent permitted by law, the Union may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes do not relate to matters addressed in this or any other agreement between the Parties, and provided further that such changes do not relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement.

B. Notice of changes in conditions of employment proposed by the Union will be served on the Employer. The Union's submission shall be limited to five (5) issues per year. Such notices will be affected by e-mail, certified mail, or hand delivery to the Lead, Labor Relations.

47. Work Space and Parking

This Article does not apply when management allocates space to employees as a reasonable accommodation or management-designated space.

Section 1 - Definitions

A. Bureau Facility refers to any location managed by the Bureau, including headquarters and all regional offices.

B. Management Designated Space (MDS) refers to space allocated for purposes determined by Management.

C. New Hires are defined as those new to the Bureau.

D. Work Location Designation is a term assigned to employees based on the location where they are assigned to perform their job duties and the percentage of time they work there.

E. Types of work location designations available as defined in the Remote, Telework, and Hybrid Program Article are (1) Office Primary; (2) Telework Primary; and (3) Remote.

Section 2 - Space Allocation

A. CFPB has determined that it will allocate space in Bureau Facilities when the following situations occur:

1. New Hires are onboarded
2. Employees change their Work Location Designation
3. An Office Primary employee receives a promotion that changes their space allocation designation
4. A yearly seat selection process

B. Employees will be allocated space within a Bureau Facility based on their Work Location Designation.

1. Employees who are considered Office Primary will be assigned space within a Bureau Facility in accordance with the space prioritization factors.
2. Employees who are considered Telework Primary or Remote will not be assigned space, but will be offered hoteling space within a Bureau Facility according to their current pay band and the space prioritization factors to the extent available.

C. To the extent feasible, CFPB will allocate specific space to employees based on their work location designation and in accordance with their current pay band:

1. Pay bands CN-71 and above will be allocated single offices of at least 120 square feet (SF)
2. Pay band CN-60 will be allocated double offices of at least 150 SF
3. Pay bands CN-53 and below will be assigned workstations of at least 60 SF

D. CFPB will allocate space to employees based on the following space prioritization factors:

1. Current pay band
2. Length of time at the Bureau including:
    A. Time detailed from the Bureau to other agencies
    B. Prior tours of duty at the Bureau
    C. Pathways intern (but otherwise excluding time as a contractor, volunteer, or detailee to the Bureau while employed by another organization)
3. Length of time in current or higher pay band
4. Tiebreaker (e.g., coin flip)

E. To the extent feasible, voluntary step-downs (e.g., CN-60 or CN-71 employee selecting a workstation) for allocated space are permitted, during the yearly seat selection process.

Section 3- Space Amenities

A. Capacity permitting, CFPB will offer subsidized parking at the headquarters location (1700 G Street) through a reservation system as follows:

1. Office Primary employees may request a monthly parking space at a rate of $140 per month and will be given priority over employees who have not requested monthly parking.

2. All employees, regardless of their Work Location Designation are eligible to park at 1700 G Street for a daily parking rate of $7 per day if there is sufficient space. Employees must reserve and pay for their daily parking spot in advance using the reservation system.

B. CFPB will provide a central location with securable lockers at the headquarters facility (1700 G Street) and each of the regional offices for Telework Primary or Remote employees that have reserved a hoteling space.

C. CFPB will provide Office Primary employees who are assigned a single office, double office or workstation at a Bureau facility at least one filing cabinet or similar piece of furniture that may be secured.

D. Upon employee request, CFPB will collaborate with the appropriate division and/or office to determine if additional storage is needed and the best method to address the need.

E. CFPB will maintain a fitness center at the Headquarters Facility (1700 G Street).

48. Ground Rules For Term Negotiations Matters

Section 1-Purpose

This Article establishes the ground rules the Parties will follow for all Term bargaining matters, to include any CBA Articles reopened in accordance with this Agreement and compensation negotiations.

Section 2-Bargaining Teams

A. Each party's bargaining team will consist of up to seven (7) employee members. The Union team may also include a non-employee national NTEU representative. Each party will designate one of those team members to serve as the Chief Spokesperson. The Parties will identify their respective team members no later than one (1) business day before the first day of bargaining.

B. If for any reason a member of either team cannot participate in the negotiations, the Chief Spokesperson for that member's team may temporarily or permanently replace the team member. The Chief Spokesperson will provide the other team with the name of the replacement as soon as possible.

C. Either party may, with advance notice, bring up to five (5) subject matter experts (SMEs) to each bargaining session; SMEs may be rotated based on the topic(s) being discussed. The party requesting the presence of SMEs will bear all costs associated with their attendance. There will be no transcript or recording of any bargaining session, but each party will be allowed to have one historian present to take notes and will bear all costs associated with their attendance. This historian may change and may not necessarily be the same person throughout the negotiations. The historian will have a non-speaking role.

D. The parties may each invite up to twelve (12) observers to attend each bargaining session that doesn't involve confidential compensation information provided to the Bureau by the Board of Governors of the Federal Reserve System. Observers on both sides will not have a speaking role and may not disrupt the proceedings in any way and must be identified to the other party in advance of the bargaining session. To limit any potential disruption, observers will be muted and may only join with cameras off. The parties agree to the use of a video conferencing platform that allows for the parties to set the default to muted and camera off for observers. Bargaining team members with a speaking role will be able to turn on their own cameras and mics as needed. Observers cannot be changed during a single bargaining session. Morning and afternoon sessions are considered separate sessions for this purpose.

E. All NTEU team members, subject matter experts, and historians present for any discussion of confidential compensation information provided to the Bureau by the Board of Governors of the Federal Reserve System will be required to sign non-disclosure agreements provided by the Bureau prior to participating in that bargaining session.

F. Except for those specifically included in these Ground Rules, no other individuals will be permitted at the bargaining sessions without the Parties' mutual consent. SMEs and observers will be identified to the Parties' representatives at the beginning of each bargaining session.

Section 3- Schedule and Conduct of Bargaining Sessions

A. Bargaining sessions will be conducted via video conference on the dates agreed upon by the parties for each negotiation. Bargaining sessions will be held from 10 a.m. to 4:30 p.m. ET unless otherwise agreed. Changes to this schedule may be made by mutual agreement of the Parties.

B. The Bureau will provide official time for up to seven (7) bargaining unit employees who are serving as official bargaining team members, up to two (2) subject matter experts, and one (1) historian to participate in each bargaining session; official time will not be provided to observers. A reasonable amount of official time will also be provided to the Union's bargaining team members and SMEs to prepare for bargaining. Such time shall be provided following an

approved request by the employee's supervisor. Official time will be administered in accordance with Article 32 of this Agreement.

C. The CFPB will arrange for the release of Union negotiating team members from their normal duty assignments, with corresponding reductions to their workload, to participate in bargaining-related activities unless management determines that the employee's absence would substantially interfere with the Bureau's business needs.

D. Either Chief Spokesperson may call a caucus during the bargaining sessions. The caucusing party will make every effort to restrict the number and length of these caucuses.

Section 4-Proposals

A. The Bureau and NTEU will exchange initial proposals twenty-four hours before the start of the first day of scheduled negotiations.

B. When the Parties reach tentative agreement on a topic, the language will be initialed and dated by the Chief Spokespersons. An original copy of the agreed-to proposal will be provided to each party. Tentative agreement on topic(s) will not preclude the Parties from reconsidering or revising the agreed-to topic(s). If agreement cannot be reached on a topic, that topic will be tabled and the negotiations will proceed. After the Parties have negotiated on all issues and proposals, they will make a good faith effort to reach agreement on any tabled topics.

Section 5-Impasse Resolution Procedures (5 U.S.C. § 7119)

A. If the Parties are unable to reach agreement despite good faith negotiations, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) in accordance with law.

B. The Parties will attempt to schedule any assistance provided by the FMCS as soon as practicable.

C. If an impasse is not resolved through the efforts of the FMCS, either party may request the Federal Service Impasses Panel (FSIP) to resolve the dispute(s).

Section 6. Questions of Negotiability

The parties agree that they will not pursue the involvement of the Federal Labor Relations Authority (FLRA) over any dispute about negotiability until they have attempted to resolve the issue voluntarily. If the parties are unable to settle these disputes, the Union reserves its right to file a negotiability appeal with the FLRA.

Section 7. Ratification and Agency Head Review

A. The Union retains the right to subject any voluntary agreement to ratification. The Union will have up to thirty (30) days from the date of tentative agreement to ratify the agreement. If the agreement is not ratified, the Parties will resume negotiations on issues identified by either party in a manner consistent with the procedures established in these Ground Rules.

B. The Union will promptly notify the Bureau when the agreement has been ratified, or if it decides not to subject the agreement to ratification.

C. The Agency will have up to 30 days from the date the ratification notice is provided (or the date of a decision by the FSIP, if the Agreement is imposed) to complete Agency Head Review. In the event that any provisions are disapproved on Agency Head Review, the entire agreement covered by these negotiations is disapproved. At that point, the Union may elect to renegotiate any or all provisions covered by these negotiations. In the event that a discrete provision is (are) disapproved, the disapproved provision(s) may, by mutual agreement, be severed from the agreement and the approved portion of the agreement may, by mutual agreement, go into effect. The Agency will provide the Union with an explanation of why the agreement failed Agency Head Review within seven (7) working days of the disapproval. Within fifteen (15) working days of such notice, the parties will commence negotiations. If the parties are unable to reach an agreement on any remaining issues, either party will request assistance from the FMCS. FMCS shall determine under what circumstances and in what manner it will provide service and assistance. In the event that FMCS certifies the parties to be at impasse, either party may request the assistance of the FSIP.

49. Duration

Section 1

This Agreement will become effective upon completion of Agency Head Review. However, on any Article where the Agency needs to conduct training prior to implementation, and such training cannot be provided prior to the completion of Agency Head Review, the Agency will be provided up to sixty (60) days to conduct such training prior to implementation of that Article.

Section 2

A. This Agreement shall remain in effect for a period of four (4) years from its effective date and shall be automatically renewable for additional one (1) year periods unless either Party notifies the other Party, in writing, at least sixty (60) days, but not more than one hundred five (105) days prior to the expiration date of its intention to re-open, amend, modify, or terminate this Agreement. Such written notice shall be accompanied by a statement of the Article(s) in the Agreement that the Party desires to modify.

B. If negotiations on a new Agreement are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

Section 3

During the thirty (30) day period beginning twenty-four (24) months after the effective date of this Agreement, either Party may reopen negotiations on any two (2) existing Articles (with the exception of Articles 2, 3, 5, 9, 12, 22, 31-34, 37-39, 41, 43-47, and 49) or MOUs (as stated in Section 4). The request must be in writing and shall be accompanied by specific proposals. The Parties shall begin negotiations no later than thirty (30) days after receipt of the notice. However, in order to exercise the rights set forth in this Section, either party must notify the other party and hold a meeting followed by written notice of its intent to exercise this right within sixty (60) days of the effective date of this Agreement.

Section 4

Absent an express provision to the contrary, all MOUs agreed to by the Employer and the Union prior to the effective date of this Agreement shall remain in effect for the duration of this Agreement, provided that such agreements do not contain terms and conditions in conflict with this Agreement, law, or regulation. Either party shall have the right to reopen such agreements in accordance with this Article, either as part of the midterm reopener (per Section 3 above) or upon the expiration of this term Agreement, or as expressly provided under the terms of the MOU.

This Agreement is executed on this 23rd day of October 2024:

For the Consumer Financial Protection Bureau

Brian Sherry

Brian Sherry
Chief Negotiator, CFPB

Collective Bargaining Negotiation – Team Members:

Ari Taragin Director, Labor Relations

Christine Vosseller,
Project Manager and Historian

For the National Treasury Employees Union

Stephen J. Keller

Stephen Keller
Chief Negotiator, NTEU

Collective Bargaining Negotiation – Team Members:

Cat Farman, Chapter President

Cynthia Woerner, NTEU National Field Representative

Jasmine Hardy, Executive Vice-President

Ricky Boirard, Vice-President of the Field

Tracey Brumfield, Treasurer

Charles Perkins, Steward

Carmen Cruz, Steward

Justin Irons, Historian