

# Summary of Renegotiated CBA Articles – September 2011

## 2011 Negotiating Process

16 days of negotiations in May and June with both parties declaring impasse over seven articles. The next 7 days - August 23<sup>rd</sup> – 31<sup>st</sup> - a “neutral”, jointly selected from a list provided by the FMCS, facilitated the sessions as a mediator/arbitrator. Previously, we used a mediator after we were at “Impasse” over the outstanding issues but arbitration was a new process. A mediator hears both sides of an issue and attempts to have the parties make reasonable compromises, but the opinions suggestions have no binding consequence. As an arbitrator, the neutral issues a report with recommendations over the outstanding issues. If the parties do not agree with the recommendations, the unresolved issues (and the arbitrators’ report) are brought to the Federal Mediation and Conciliation Services (FMCS) Impasse Panel for final disposition. Recently, the FMCS imposed the arbitrators’ report in the last cases brought to them.

## Overview

We are very pleased we were able to come to agreement with minimal negotiating time and a terrific new benefits package. Overall, the new CBA package is very positive for NCUA employees and is another step in bringing NCUA employees closer to parity with the other FIRREA Agencies. It was apparent that abiding by any Presidential pay freeze was one of management’s main objectives. While we are disappointed we were not able to get them to back off that position, we believe the gains made in the new benefits more than make up for the temporary freeze on merit pay and locality adjustments.

## Article 9 - Compensation

No adjustments for merit pay and locality for 2012.

Pay Bands: Beginning in 2012, the NCUA pay bands increase by the annual percentage GS increase to the base pay table. No increase anticipated in 2012.

Locality: Calculation is unchanged, but the NCUA midpoint will now increase the same percentage as the GS pay table increases. In the past, if the NCUA midpoint increased more than the GS midpoint the NCUA locality rate was adversely affected. In 2011, our midpoint increased 2%, and the GS midpoint did not increase so most NCUA locality rates declined. Example: The 2012 Target Pay for Rest of US (RUS) is \$ 86,444 – this is 95% of the market pay calculated by the President’s Pay Agent (PPA). With the pay freeze, there will not be any change in the midpoints. However, under the current CBA the midpoint would increase 2% to \$79,081 and the RUS locality rate would only be 9.31%.

<u>GS-12 MP</u>	<u>NCUA CU-12 MP</u>	<u>GS RUS Target Pay</u>
\$69,316		\$86,444
	target gap rate to bring the GS-12 RUS locality pay to the RUS target	24.71%
\$77,530	2011 CBA target gap rate to bring the CU-12 RUS locality pay to the RUS target	11.50%
\$79,081	2008 CBA target gap rate to bring the CU-12 RUS locality pay to the RUS target	9.31%

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Bargaining Unit Locality Rates							
Locality Area	2010 LOC%	2011 Calculated LOC%	2011 LOC% with 3% +/- CAP	2011 remaining percentage to catch up to fully funded status	2012 Calculated LOC% under current CBA (pay bands up 2%)	2012 Calculated LOC% under NEW CBA - no pay band adj. in 2012	2012 remaining percentage to catch up to fully funded status
Atlanta	17.06%	26.09%	<b>20.06%</b>	6.03%	21.99%	24.43%	4.37%
Boston	27.55%	32.67%	<b>30.55%</b>	2.12%	30.65%	33.27%	2.72%
Buffalo	13.73%	14.28%	<b>14.28%</b>	0.00%	14.08%	16.36%	2.08%
Chicago	30.82%	27.59%	<b>27.82%</b>	-0.23%	29.95%	32.55%	4.73%
Cincinnati	16.50%	17.06%	<b>17.06%</b>	0.00%	16.52%	18.85%	1.79%
Cleveland	19.17%	18.59%	<b>18.59%</b>	0.00%	18.37%	20.73%	2.14%
Columbus	18.11%	16.98%	<b>16.98%</b>	0.00%	17.51%	19.87%	2.89%
Dallas	20.25%	26.16%	<b>23.25%</b>	2.91%	24.50%	26.99%	3.74%
Dayton	15.93%	10.94%	<b>12.93%</b>	-1.99%	13.47%	15.74%	2.81%
Denver	25.41%	23.92%	<b>23.92%</b>	0.00%	25.17%	27.67%	3.75%
Detroit	26.69%	23.25%	<b>23.69%</b>	-0.44%	22.64%	25.10%	1.41%
Hartford	28.61%	34.24%	<b>31.61%</b>	2.63%	34.87%	37.57%	5.96%
Houston	30.06%	26.28%	<b>27.06%</b>	-0.78%	25.74%	28.25%	1.19%
Huntsville	14.16%	19.93%	<b>17.16%</b>	2.77%	21.58%	24.01%	6.85%
Indianapolis	13.89%	14.59%	<b>14.59%</b>	0.00%	13.23%	15.49%	0.90%
Los angeles	31.41%	30.96%	<b>30.96%</b>	0.00%	31.92%	34.56%	3.60%
Miami	21.83%	25.52%	<b>24.83%</b>	0.69%	23.22%	25.69%	0.86%
Milwaukee	18.43%	18.64%	<b>18.64%</b>	0.00%	15.80%	17.22%	-1.42%
Minneapolis	22.23%	25.84%	<b>25.23%</b>	0.61%	26.82%	29.36%	4.13%
NYC	32.61%	37.52%	<b>35.61%</b>	1.91%	38.25%	41.02%	5.41%
Philadelphia	23.64%	24.73%	<b>24.73%</b>	0.00%	25.08%	27.58%	2.85%
Phoenix	13.73%	21.85%	<b>16.73%</b>	5.12%	20.15%	22.56%	5.83%
Pittsburgh	15.06%	18.47%	<b>18.06%</b>	0.41%	12.81%	15.06%	-3.00%
Portland	23.34%	26.12%	<b>26.12%</b>	0.00%	26.63%	29.16%	3.04%
Raleigh	13.73%	11.61%	<b>11.61%</b>	0.00%	13.01%	15.27%	3.66%
Richmond	16.80%	14.36%	<b>14.36%</b>	0.00%	12.68%	14.93%	0.57%
Sacramento	22.64%	29.55%	<b>25.64%</b>	3.91%	29.01%	31.60%	5.96%
San Diego	25.82%	30.88%	<b>28.82%</b>	2.06%	30.56%	33.17%	4.35%
San Fran	45.43%	44.21%	<b>44.21%</b>	0.00%	44.04%	46.92%	2.71%
Seattle	23.52%	27.98%	<b>26.52%</b>	1.46%	27.59%	30.15%	3.63%
DC/Balt.	21.87%	43.25%	<b>24.87%</b>	18.38%	43.25%	46.12%	21.25%
RUS	13.32%	8.82%	<b>10.32%</b>	-1.50%	9.31%	11.50%	<b>1.18%</b>

The comparison of 2012 locality calculations illustrates the positive affect of tying the pay band increase to the GS pay table increase. When the NCUA midpoint increases more than the GS midpoint, NCUA's locality decreases.

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**Locality Adjustments** - future adjustments to the locality percentages are capped at 300 bp up and 100 bp down and any adjustment will be made in the first pay period after January 1<sup>st</sup>.

**COLA for Hawaii** - The Agency will continue to phase in LOC% for Hawaii and Alaska using the formula prescribed in Subtitle B of the National Defense Authorization Act for FY 2010, the Non-Foreign Area Retirement Equity Assurance Act (P.L. 111-84) effective October 27, 2009 or as amended and the GS RUS locality rate.

**Promotion Pay** - Minimum of 8 % for promotions up to grade 11 and 9% for grades 12 and above, or the bottom of the pay band, whichever is greater. Previous increased 7%.

**Merit Pay** - Applicable for years without a Presidential pay freeze. Appraisal period is October 1<sup>st</sup> – September 30<sup>th</sup> In future years, merit pay increases will be made in the first pay period after January 1<sup>st</sup>.

**Pay Pools** - Added OCP as an individual pool and offices with less than 12 BU employees will be pooled together (previous less than 8)

### Pay Tiers and Rates

<i>Merit Pay Tier</i>	<i>Percentage of Employees by Performance Appraisal Score</i>	<i>Merit Pay Increase</i>
Tier I	Top 25% of employees provided all are rated at least “highly successful”	GS rate plus 4.0 percent (4.0%) of NPR
Tier II	Next 50% of employees	GS rate plus 3.0 percent (3.0%) of NPR
Tier III	Remaining employees rated at least “fully successful”	GS rate plus 2.0 percent (2.0%) of NPR

**Health Benefits** - For government health, dental, and vision insurance purchased through payroll deduction, NCUA will pay up to:

- \$50 per pay period toward health insurance premium,
- \$25 per pay period toward dental insurance premium, and
- \$15 per pay period toward vision insurance premium.

\$1300 payment in the first pay period of following year for those who do not purchase health insurance through payroll deduction. This will be pro-rated for new employees, but no payment for those leaving NCUA during the year.

### NCUA Savings Plan (401K):

<i>CBA Year</i>	<i>Pay Frozen in Year 2 and 3</i>			<i>No Pay Freeze in Year 2 or 3</i>		
	<i>Percent Of NPR + LOC%</i>	<i>Employee Matching Contribution</i>	<i>Year's Combined Total</i>	<i>Percent Of NPR + LOC%</i>	<i>Employee Matching Contribution</i>	<i>Year's Combined Total</i>
1	3.0%	None	3.0%	3.0%	None	3.0%
2	3.0%	1.0%	4.0%	3.0%	0.5%	3.5%
3	3.0%	2.0%	5.0%	3.0%	1.0%	4.0%

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Comparison of new 2012 benefits/pay to current contract:

	<b>Current CBA continuing for 2012</b>	<b>New CBA in 2012 with a Pay Freeze</b>	<b>New CBA in 2013 without a Pay Freeze</b>
CU -12 midpoint	\$77,530	\$77,530	\$77,530
Average merit pay	4.5%	-----	GS (1.01%) + 3% = 4.01%
New National Pay Rate (NPR)	\$81,019	\$77,530	\$80,639
RUS Locality	9.31%	10.32%	11.50% (based on 2012 calculation)
New Total Pay	\$88,562	\$85,531	\$89,912
\$50 per pp Health Benefit Pmt	-----	1,300	1,300
	\$88,562	\$86,831	\$91,212
3% NCUA Savings Plan Contribution	-----	2,566	2,697
0.5% Savings Plan Match			450
Net Effect	\$88,562	\$89,397 ****	\$94,359****

\*\*\*\* NCUA will also pay the premiums, up to \$25 per pay period, for government Dental and \$15 for government Vision insurance plans.

To increase NET Pay for 2012, employees have the option to reduce the TSP contribution to offset the NCUA contribution to the NCUA Savings Plan.

Positive changes    Not so positive, NCUA insisted or may be required by law

## Article 11-- Hours of Work

Itinerary - Use Outlook calendar and cover a minimum of the next two weeks. Employees are encouraged, but not required, to include work, training and leave in their itinerary as far in advance as possible. The Outlook calendar will be the exclusive means to record an employee's itinerary and will be the controlling document in the event that there is a conflict between the itinerary and any other schedule the supervisor may maintain. The itinerary will include the primary anticipated work location, approximate start and end times for each day of the week, and eligibility for overnight travel per diem status.

Change in commute from the originating transportation terminal - Normal commute time must be deducted from time spent in travel on the first day of an assignment to the originating airport or other transportation terminal and on the last day of an assignment from the terminating airport or other transportation terminal, excluding FLSA covered employees traveling on Sunday.

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Change in Commute time to/from a transportation terminal for purposes of TCT only - If an employee is required to travel between home and a transportation terminal (e.g., airport or train station) within the limits of his or her official duty station as part of travel away from that duty station, the travel time outside regular working hours to or from the terminal is considered to be equivalent to commuting time and is not creditable time in a travel status. If the transportation terminal is outside the limits of the employee's official duty station, the travel time to or from the terminal outside regular working hours is creditable as time in a travel status, but is subject to an offset for the time the employee would have spent in normal home-to-work or work-to-home commuting. If the employee travels between a worksite and a transportation terminal, the travel time outside regular working hours is creditable as time in a travel status and no commuting offset applies.

## **Article 3 - Union Rights**

Formal Meetings – The Agency shall provide, at its expense, a landline speaker phone or internet access to allow the union representative to hear all participants and be heard by all participants.

In accordance with Article 4, Section 11, an employee may attend any meeting that the Union holds following any formal meeting that addresses a significant reorganization, a relocation covered by Article 25 (Office Relocations) or agency-wide conditions of employment.

## **Article 4 - Employee Rights**

Illegal Assignments - if the employee continues to dispute the legality of his or her supervisor's order, the employee will comply with the supervisor's order, direction or assignment. The Agency will assume full responsibility for that order, direction or assignment, to the extent permitted by law, rule or regulation.

Field Files - no requirement to maintain field files. If you choose to maintain field files, that must be done in accordance NCUA Instruction NO. 13500.09, Security of External Party's Documentation and accompanying Appendices, and NCUA Instruction NO. 13500.06, Security of Confidential Information on Laptops, as amended. Encryption technology must be used to secure data.

## **Article 12 - Leave**

Definitions - Defined committed relationship, immediate family member, parents, son or daughter, and domestic partner and included domestic partner as a family member (except for FMLA).

Requesting Annual and Sick Leave - Annual and sick leave may be requested via electronic mail, in writing, or orally. In accordance with Article 11, used annual leave hours must be documented on the NCUA Form 71 and normally submitted prior to using the leave.

Where an employee's request for annual leave conflicts with the requests of other employees such that to grant leave to all who have requested it would create a workload disruption or lack of office coverage, the Agency shall endeavor to grant leave equitability among employees within a work unit during high demand leave periods (e.g. week of Christmas).

Rescinding Annual Leave - Annual leave, once approved in writing, will not be rescinded unless the rescission is necessitated by the Agency's workload, staffing, or mission requirements, or is required by applicable law or regulation.

If the leave rescission will result in a monetary loss to the employee's immediate household the employee shall immediately notify the supervisor in writing of the actual amount of unavoidable loss that will be caused directly by the rescission and any documentation to support the loss. If the leave rescission remains in effect, the Agency shall notify the employee in writing and reimburse the employee for the actual amount of unavoidable loss.

Sick Leave and Retirement - Updated to comply with new law.

24-Hour LWOP Family Support Policy. – Defined when this can be used

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Group Dismissal and Administrative Leave – new rules and procedures clarified in a separate memorandum of Understanding (MOU) for office and field employees. See Attached at end of document.

Administrative Leave to Attend Funerals – up to 2 hours to attend viewing or funeral of an NCUA employee.

Voting - Supervisors will take into consideration an employee's request to vote when assigning TDY assignments. Employees are expected to make appropriate arrangements for early or absentee voting. Multi-group meetings and training classes will not be scheduled during the week of November's Election Day.

Special Provisions for Wounded Veterans – defined new provisions

Military leave – new provision to coincide with revised military procedures- . If the orders are given orally, military leave will be granted and the employee must provide written confirmation of the orders as soon as practicable.

Excused Leave – Return from Active Duty. New policy.

Jury Fees – added “ If there is no indication whether the fees are for compensation or reimbursement of actual out of pocket expenses, the employee will forward the total of fees less actual out of pocket expenses to the Office of the Chief Financial Officer.

FMLA Program – revised and expanded program (per law) and includes care of a covered service member.

## **Article 13 – Telework**

Expanded telework opportunities to comply with presidential directive. implemented early – June 2011. Work is needed to ensure all employees have opportunity to telework.

## **Article 14 - Travel and Expense Reimbursement**

Travel Vouchers – Employees will submit vouchers only once per month, except that vouchers exceeding \$1500 may be submitted as often as the employee deems necessary.

Cost of Personal Travel to Locations other than the Residence - Employees covered under this section may receive reimbursement for the cost of personal travel to locations other than the employee's residence while in an official travel status. Reimbursement of actual travel expenses is subject to a cost comparison and is limited to the amount the employee would have received had he or she returned to his/her primary residence. Travel to alternate locations is limited to the United States, including its territories, and countries contiguous to the United States. Travel to other counties requires prior supervisory approval.

Prorating Annual Supply Budget - employees hired January 1 to June 30 will be reimbursed up to \$500 per annum; employees hired July 1 to December 31 will be reimbursed up to \$250 per annum.

Travel Nights Compensation – CU-15s are now eligible.

## **Article 15 - Merit Promotions**

**Improved Notifications.** - application receipt and qualification determination. Additionally, referred candidates will be notified of referral status and selection status. Applicants who are not referred for the position will be notified in writing as soon as practicable but no more than three business days from the date the certificate was sent to the selecting official. Non-referred applicants may contact OHR to request an explanation why they were not referred. OHR shall provide an explanation of the reasons for non-referral within five business days of such request, and may reconsider the applicant's qualification and ranking.

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Interviews. If interviews are to be conducted, the selecting official may exclude any candidate who has been interviewed for the same position within the last 180 days. An applicant on the certificate who is not selected for the competitive merit promotion may request an explanation within seven calendar days why he or she was not selected.

## **Article 23 - Details and Special Assignments**

Involuntary Details - The Agency will solicit volunteers for non-developmental details, or non-developmental special assignments, with a duration in excess of 90 days (previously 120 days):

An employee will normally receive at least 14 calendar days advance notice of selection for an involuntary TDY detail covered under this Article. If exigent circumstances prevent such notice, the employee will be given as much advance notice as possible.

An employee will be provided a reasonable amount of time, if necessary, to familiarize himself/herself with the position to which he/she is returning from detail in excess of one year. The Agency will make the employee aware of any changes in the operating procedures of the position that have occurred since the employee was detailed away from the position.

Duration of Details - details within the Agency (intra-agency details) to the same, lower, or higher grade level positions, or to unclassified duties may be made in up to 120-day increments. Details for more than 120 days to a higher graded position with known promotion potential must be made under merit promotion procedures. Prior noncompetitive details to a higher graded position or to a position with known promotion potential during the preceding 12 months count toward the 120-day limitation.

Documentation of Detail - Details in excess of 30 days will be recorded on an SF-52 and maintained as a permanent record in the electronic Official Personnel Folder. All details completed to fulfill PE Certification requirements will be documented on an SF-52.

Details over 30 days to Higher Graded Positions - An employee who is approved for a **non-developmental detail** to a higher graded classified position for more than 30 consecutive calendar days (previously 90 days) and who meets the qualification requirements of the higher graded position, will be temporarily promoted to that position effective with the beginning of the first full pay period following the thirtieth day of the detail.

An employee who is approved for a **developmental detail** to a higher graded classified position for more than 60 consecutive calendar days and who meets the qualification requirements of the higher graded position, will be temporarily promoted to that position effective with the beginning of the first full pay period following the sixtieth day of the detail.

## **Article 24 - Employee Relocation**

Volunteer - An employee who volunteers to relocate pursuant to an Agency directed reassignment is not eligible to participate in Agency relocation Program.

Immediate Family Members – now includes domestic partner's and their children for relocation purposes.

POV Reimbursement - the IRS rate for relocation – not the Agency POV reimbursement rate. This rate may be significantly less than the Agency rate.

Miscellaneous Expense Reimbursement - increased to the lesser of one week's basic compensation or \$1,000 (previous \$350) if moving without immediate family members, and the lesser of two weeks' basic compensation or \$1,500 (previous \$750) if moving with immediate family.

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Market Loss Differential – As part of the EHPP, a market loss differential is available to employees relocating due to a promotion or competitive selection; to a CU-12 or lower position up to a maximum of \$25,000, to a CU-13 or higher position up to a maximum of \$50,000.

## **Article 25 - Office Relocation**

Work Space Assignment - Updated and clarified procedures.

## **Article 26 - Performance Evaluations**

Performance Appraisal Period - is now October 1 to September 30.

Performance Plan - elements defined by management that set forth the expected performance. Employees will receive a rating provided in the performance plan based on the quality of their performance of assigned work. Such ratings may cover the full range provided in the performance plan.

Performance Related Feed-Back – should be prepared in a timely manner, normally not more than 90 days after completion of a work assignment. As needed during the rating period, the rating official will advise the employee of any decline in actual performance. Upon request of the employee, the employee and rating official will discuss performance expectations during the performance period.

Accomplishment Report - Employees may submit an accomplishment report or other documentation he/she believes is relevant to the evaluation to the Rating Official. The accomplishment report must be submitted no later than 15 calendar days prior to the end of the rating period to be considered by the Rating Official. Upon employee request the Rating Official and employee will discuss the employee's accomplishment report prior to preparation of the evaluation

Performance Appraisal - employees will receive a copy of the signed appraisal at least 2 business days prior to when they confer with the Rating Official. Employees will be provided with an opportunity to review and discuss the appraisal. The period for filing a grievance under Article 31 will commence the day after the date of this discussion.

## **Article 31 - Grievance Procedure**

Mediation Program Reminder – of previously agreed to mediation program. Bargaining unit employees who may have a dispute within the scope of this Article should be aware that NTEU and NCUA have implemented a Mediation Program. The Mediation Program can be used by the employee to attempt to resolve the dispute prior to filing a first step grievance under this Article. The Mediation Program is set forth in Appendix A to this Agreement.

## **Article 33 - Equal Employment Opportunity**

EEO counselors shall inform all bargaining unit employees seeking counseling that they have a right to be accompanied and represented by a representative of the employee's choice at all stages of the administrative discrimination complaint process.

## **Article 34 - Health, Wellness and Safety**

Nursing Mother provision added.

Physical Fitness Facility. The Agency will maintain access to the physical fitness facilities currently available at some of its offices. For employees who work in an office that has no on-site facility comparable (i.e, reasonable availability of lockers, showers, equipment) to the Central Office's facility, the Agency shall reimburse the cost of health club use or membership upon presentation of a receipt and a Standard Form 1164, subject to a maximum reimbursement of \$500 per year regardless of grade.

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Ergonomic Equipment - upon presentation of appropriate medical documentation, provide ergonomic equipment to those employees who request it.

Continuity of Operations Plan - Buddy Group System - The Agency will ensure that each Region, as provided in its COOP, implements its assigned “buddy group system” that pairs SE groups to allow an unaffected group to assist others in the affected area, thus permitting affected staff to concentrate on personal, family and property needs.

## **Articles with Minimal Change or Impact on the BU**

Article 2 - Effect of Law and Regulation

Article 7 - Dues Withholding

Article 8 - Mid-Term Bargaining

Article 10 - Overtime and Compensatory Time

Article 22 – Reassignments

Article 27 - Employee Personnel Records

Article 36 – Awards – no change

Article 37 - Access to Agency Facilities

Article 40 - Employee Orientation

Article 41 - Duration and Termination

***Membership will be one of the keys of our future success. NTEU has expended great resources on Chapter 303 and we certainly want them to know we not only appreciate those efforts, but they should continue to do so. I want to thank the current members for their support, and am asking each of you who have not joined the union, to do so now.***

## **Major items to pursue in the next two years:**

Tele Work- fair implementation of the program to allow employees to telework on a regular basis – not just episodically.

Performance Standards – work to have performance standards in compliance with OPM guidance where the standards are measurable, there is a consensus as to the meaning of each standard, and allow all employees to have the opportunity to achieve “exceeds” in each standard.

Principal Examiner Certification Assessment – work through the newly established work group to improvement this program. -

Awards – fairness and transparency so the program is an actual incentive program.

Reduce Commute Time for Field Employees – negotiability is pending before the Federal labor Relations Authority (FLRA)

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## ATTACHMENT

### MEMORANDUM OF UNDERSTANDING Between THE NATIONAL CREDIT UNION ADMINISTRATION (NCUA) And THE NATIONAL TREASURY EMPLOYEES UNION (NTEU)

This MOU will cover emergency dismissal procedures resulting from adverse weather (snow emergencies, severe icing, floods, earthquakes and hurricanes), natural disasters and other disruptions of Agency operations (disruption of power and/or water, interruption of public transportation or closing of major transportation routes).

The parties hereby agree to the following:

#### 1. Office Employees

A. Office Employees working in their primary worksite (i.e. regional or central office)

When employees are scheduled to work at their normal office site and the office closes, opens late or closes early, they will be granted administrative leave, as appropriate, for the corresponding hours scheduled to work on those day(s).

B. Office Employees on Official Travel outside the Affected Area.

When an employee is on official travel outside the affected area and their worksite closes, they are expected to continue working. However, if the closure of the office makes it impossible for the employee to continue working (i.e., the travel assignment requires frequent contact with the Central Office or Regional office) employees should contact their supervisors by phone or E-mail to discuss their workload. If their workload is not sufficient to account for the number of hours in their workday, employees will be granted administrative leave to the extent necessary to fulfill their work requirement for the day.

C. Office Employees on Official Travel to the Affected Office.

When an office employee is on official travel to a worksite and the worksite closes they should contact their supervisor by phone or Email to discuss their workload. If their workload is not sufficient to account for the number of hours in their workday, the employee will be granted administrative leave to the extent necessary to fulfill the day's work requirement.

D. Teleworking Employees.

*Regular Telework:* When the Government closes employees who are on an approved regular telework arrangement consistent with Article 13 of the Collective Bargaining Agreement and working at an alternative worksite are expected to continue working.

Employees scheduled to telework on the day of the announcement are expected to begin telework on time or request unscheduled leave.

When there is an emergency but the Government remains open, employees scheduled to telework are expected to continue working.

On a case-by-case basis, employees may be granted administrative leave for unforeseen events having

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an adverse impact on work operations and/or that present a dangerous environment for the teleworker. Administrative leave may not exceed the duration of the unforeseen event.

*Episodic Telework:* An employee on an episodic telework agreement may request to telework in lieu of taking unscheduled leave when the government is open but the employee is unable to travel to the traditional worksite. The following conditions must be met:

- 1) The employee's supervisor approves telework during the emergency;
- 2) The employee has sufficient work to perform at the alternative work site;
- 3) The employee has sufficient equipment at the alternative work site to perform such work; and
- 4) The alternative work site is operational (e.g. has power).

If any one of these conditions is not met, the employee will need to request unscheduled leave.

Teleworking employees should contact their supervisors by phone or E-mail if they are prevented from working due to a disruption at the alternative work site.

### E. Emergency Employees.

Employees identified as mission-critical emergency employees will be required to report for work in emergency situations. Emergency employees who are required to work during their regular tour of duty on a day when the agency is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours or compensatory time off for performing work during their regularly scheduled tour.

## 2. Field Employees

Under this section, when "government closures" are references, the following priority will be applied. If there is a federal office co-located in the duty station, the federal closure will prevail; if there is no federal office, but a state office is co-located in the duty station, the state office closure would prevail; absent either of those, if there is a municipal office co-located in the duty station, the municipal office closure will prevail. If there are no government offices, employees will contact their supervisor.

### A. Field Employees on Official Travel.

If field employees are on official travel when their regional or central office closes they are expected to continue working unless they are working in the same geographic area as the regional or central office. In these cases, they should contact their supervisors by phone or E-mail to discuss their workload. If their workload is not sufficient to account for the number of hours in the workday, employees will be granted administrative leave to the extent necessary to fulfill their work requirement for the day.

### B. Field Employees Working in an Affected Area.

If non emergency field employees are scheduled to work in an affected area where the government is closed, they should contact their supervisors by phone or E-mail to discuss their workload. If their workload is not sufficient to account for the number of hours in their workday, employees will be granted administrative leave to the extent necessary to fulfill their work requirement for the day.

### C. Field Employees Working in an Affected Area when Government has not closed.

If the employee is working in an affected area and the government is not closed, employees should contact their supervisor by phone or E-mail to discuss their workload and the option of working at an alternative worksite. If the workload is not sufficient to account for the scheduled number of hours in their workday, employees may take unscheduled leave to the extent necessary to fulfill their work requirement for the day.

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### 3. Other Info:

The below italicized information was not negotiated between the parties and is provided for informational purposes only.

*The Office of Personnel Management (OPM) requires all federal agencies establish policies to ensure continuity of operations in circumstances when federal offices are closed to the public. Emergency dismissals and closure procedures may result from adverse weather (snow emergencies, severe icing, floods, earthquakes and hurricanes), natural disasters and other disruptions of Government operations (disruption of power and/or water, interruption of public transportation or closing of major transportation routes).*

*Central office, Region 2 office, and field personnel located in the Washington D.C. Metro Area will comply with the Washington D.C. Area emergency Dismissal or Closure Procedures as authorized by OPM. Announcements will be available via the website: [http://www.opm.gov/Operating\\_Status\\_Schedules](http://www.opm.gov/Operating_Status_Schedules). Recorded messages on operating status also will be provided by OPM's Office of Communications and Public Liaison on (202) 606-1900.*

*Regional offices will be responsible for administering the emergency dismissal and closure procedures relating to inclement weather or other emergencies outside the Washington D.C. Metro Area. The Federal Executive Boards (FEBs) provide timely and accurate communication of emergency information to regional offices concerning the status of non-emergency Federal employees outside the federal Washington D.C. Metro Area. The FEB guidance promotes the greater use of various management flexibilities available to federal managers during emergencies. The FEB will notify regional offices via e-mail when an emergency occurs before or during the workday. Regional Directors may use that guidance as part of their decision-making process when determining the status of their offices. FEB listings are located on <http://www.feb.gov/>. Regional Directors should notify the OHR Director of any decision to close a regional office.*

*The Regional Director should use, as appropriate, the FEB guidance for determining early dismissal, delayed opening, and closure of local federal, state, and/or city offices in determining the appropriate procedures throughout the Region. The Regional Director may consider some or all of the following:*

- A. Public announcements by the State officials that only essential individuals be on the road;*
- B. The closing of major highways by State officials and/or the impassability of service roads and local streets;*
- C. Distance between the employee's residence and place of work;*
- D. Mode of transportation normally used and efforts by the employee to get to work;*
- E. Success that other similarly situated employees had in reporting to work; and*
- F. The closing of other U.S. government facilities in the employee's metropolitan area.*

### 4. Effective Date and Termination

This agreement will take effect thirty-one (31) days from execution or upon completion of Agency Head Review, whichever is sooner. This agreement will remain in effect until superseded.

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For NTEU

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For NCUA

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Date

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Date