

## **ARTICLE 19 WORK SCHEDULES**

### **SECTION 1**

- A. This Article shall be interpreted and applied in a manner consistent with the provisions of the most recent FDIC Alternative Work Schedule Program (AWS) Circular 2310.1, as well as with law, rule and regulations. During the life of the Agreement, either party may propose changes to the underlying Circular. Proposed changes will be negotiated to the fullest extent required by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the Parties.
  
- B. It is the FDIC's policy to encourage flexibility through the use of the AWS Program and provisions allowed within FDIC Hours and Tours of Duty, where such work schedule arrangements will enhance productivity and morale by providing greater options for both managers and employees. Impasses arising from the EMPLOYER's determinations not to establish or to terminate compressed work schedules shall be handled in accordance with 5 CFR Chapter XIV, Part 2472.
  
- C. An employee may be denied initial participation in an AWS, or an employee's AWS may be terminated, due to a significant decrease in performance and/or failure to follow time and attendance rules or otherwise abusing official leave policies if there is a written record of the problem. However, the EMPLOYER shall stay the termination of AWS in these cases pending the outcome of any grievance arbitration related to the termination of the AWS.

In recognition of the above, the following definitions and procedures shall apply.

### **SECTION 2**

Definitions:

- A. **Alternative Work Schedules (AWS).** An arranged tour of duty that varies from regular duty hours. There are two types of alternative work schedules: flexible work schedules and compressed work schedules.
  
- B. **Basic work requirement.** The number of hours (except for overtime hours) an employee is required to work or account for leave.
  
- C. **Compressed Work Schedules (CWS).** A scheduled tour of duty in which, in the case of a full-time employee, an 80 hour biweekly basic work requirement is satisfied in less than 10 workdays, and, in the case of a part-time employee, a

biweekly basic work requirement of less than 80 hours is satisfied in less than 10 workdays.

- D. **Flexible Work Schedule (Maxiflex or Flexitour).** A scheduled tour of duty that includes designated hours and days during which an employee on such a schedule must be present for work (core hours) and designated hours during which an employee on such a schedule may elect the time of arrival at and departure from work (flexible hours). Under a “Flexitour” schedule, the employee must identify a work schedule with fixed starting and departure times for each work day, which may be different times on different days. Under a “Maxiflex” schedule, the employee must similarly identify starting and departure times for each day, but may vary the actual starting time up to one half hour before or after the identified starting time, so long as the employee is present during core hours.
- E. **Maxiflex or Flexitour with credit hours** is a work schedule that allows an employee to elect to work hours, subject to managerial approval, in excess of the employee’s basic work requirement so as to vary the length of a workday or workweek.
- F. **Lunch period.** A period of 30, 45 or 60 minutes that employees may take in connection with their designated work schedule, normally not less than 3 hours nor more than 6 hours after the beginning of the work day.
- G. **Core Hours.** The hours of each workday during which an employee must normally be on duty. These are between the hours of 9:30 a.m. and 2:30 p.m., except when this requirement is waived by the supervisor in accordance with section 5J of this Article. An employee who selects a 2:30 p.m. departure time, which is approved by the employee’s supervisor, may be required to change the departure time on any particular workday if necessary to meet mission, staffing or workload requirements (e.g., a meeting involving employees in different time zones, the need for coverage in a work unit to extend later into the day).
- H. **Workday.** A workday is a day in the employee’s regularly scheduled administrative workweek when an employee is normally scheduled to work. With some limited exceptions necessary to perform mission critical work, workdays are weekdays, excluding Federal holidays. An employee’s regularly scheduled administrative workweek will not be changed solely to avoid compensation for overtime for performing work on a weekend.

### **SECTION 3**

- A. Employees may work either a compressed work schedule (CWS), flexitour, maxiflex, maxiflex with credit hours or flexitour with credit hours schedule, as described in Sections 4 and 5 of this Article.

- B. Each employee may select a work schedule with starting times between 6:00 a.m. and 9:30 a.m., which may include different starting times on different days. Work schedules will be determined in advance, and will be approved absent interference with mission, staffing or workload requirements. An employee's written request for changes to work schedule and/or scheduled starting time will be granted by the supervisor absent interference with mission, staffing or workload requirements, which may include consideration of whether the employee is working at an FDIC office, at an alternative telework worksite, or at a financial institution on an examination.
- C. At the request of the employee and normally at least 1 day in advance, a supervisor may approve, on an exception only basis, an adjusted arrival/departure time for a given workday or workdays, in accordance with the limitations specified in Section 3 B. of this Article.

#### **SECTION 4 – Compressed Work Schedules**

- A. Subject to applicable statutes and supervisory approval, employees may elect to work under "5/4-9" or "4/10" models of CWS. Under the 5/4-9 program, employees are scheduled to work 9 hours per day for 8 days and 8 hours for 1 day (excluding the lunch period), with 1 day off every pay period. Under the 4/10 program, eligible employees are scheduled to work for 10 hours per day for 4 days each week, with 1 day off every week. The EMPLOYER may, for business reasons, exclude certain positions from participating in the 4/10 program.
- B. Within the EMPLOYER's mission, staffing and workload requirements, the employee shall be allowed to select the day off and/or 8-hour day (for a 5/4-9 schedule) he or she wishes to have.
- C. The EMPLOYER may occasionally require an employee to deviate from a fixed work schedule because of a particular work assignment or a particular assignment at a financial institution.
- D. Employees may work no later than 7:00 p.m. under a 5/4-9 schedule or under a 4/10 schedule.
- E. The EMPLOYER may reschedule an off-day because of mission, staffing or workload requirements, or based on an employee's request when consistent with mission, staffing and workload requirements. Except in the case of unforeseen contingencies, an employee will not be expected to forego a scheduled day off.

If the employee must forego such day off, he or she will be compensated under the provisions of Article 28 (Other Leave Provisions) or Article 29 ([Overtime and Compensatory Time](#)) of this Agreement, as appropriate.

- F. Employees on a 5/4-9 or 4/10 CWS are entitled to basic pay for the number of hours of the CWS that fall on a holiday.
1. When a legal holiday falls on a scheduled workday, the employee will be excused with pay and without charge to leave for the number of hours scheduled to be worked that day.
  2. When a legal holiday falls on a scheduled day off, a full-time employee is entitled to an in-lieu of holiday. An in-lieu of holiday is the same as a legal public holiday for pay and leave purposes. The number of hours of paid holiday leave granted on an in-lieu of holiday is the number of hours the employee would otherwise have worked that day.
  3. The in-lieu of holiday for a full-time employee is determined as follows:
    - a. When the holiday is on a Sunday, the next workday is the in-lieu of holiday. Holidays that can occur on a Sunday are "date certain," i.e., January 1, New Year's Day; July 4, Independence Day; November 11, Veterans Day; and December 25, Christmas.
    - b. When a holiday is not on a Sunday, the preceding workday is the in-lieu of holiday.
  4. A part-time employee is not entitled to an in-lieu of holiday if the holiday falls on a nonworkday.
- G. The scheduled 8-hour day shall fall on the same day each pay period.
- H. Overtime and compensatory time in-lieu of overtime can only be earned for work in excess of those hours that constitute the basic work requirement of the 5/4/9 or 4/10 CWS.
- I. Overtime for working on a scheduled day off must be approved in advance by the EMPLOYER.
- J. A change in the scheduled hours of work may be requested and will be approved by the EMPLOYER with notification of such change submitted with the Biweekly Time and Attendance Report.
- K. Employees shall maintain their CWS when engaged in activity outside their regular duty station for less than 3 days.

## **SECTION 5 – Maxiflex or Flexitour with Credit Hours Schedule**

- A. Credit Hours are those hours within a flexible work schedule that an employee elects to work in excess of the basic work requirement so as to vary the length of a workday or workweek.
- B. An employee may not “save” work that could otherwise be completed during the regular tour of duty in order to earn credit hours. Employees may be required to report work accomplished while earning credit hours.
- C. An employee will receive approval in advance to earn or accrue credit hours if there is work available for the employee that can be performed at the requested time. When an employee works in excess of the approved basic work requirement without advanced approval, the employee may subsequently request supervisory approval for credit hours covering the excess time worked. The employee must make a reasonable attempt to get advanced supervisory approval. A supervisor will approve or deny the request in accordance with this article.
- D. Credit hours earned may be used at the election of the employee to vary the length of a workday or workweek. The EMPLOYER has determined that managers will approve the use of credit hours as they would approve the use of annual leave, i.e., absent an adverse impact on the EMPLOYER’s workload, staffing or mission requirements.
- E. An employee may use credit hours to create a 5/4-9 or 4/10 flexitour schedule, if eligible and subject to supervisory approval (i.e., subject to the contractual standards on approval of earning and using credit hours).
- F. Employees working flexitour work or maxiflex schedules may select starting and stopping times within established flexible time bands but must be present during the hours and days of the administrative work week designated as "core-time." Starting and stopping times must be selected in advance by employees on flexitour schedules; employees on maxiflex schedules will identify starting and stopping times, but may vary their arrival and departure times in accordance with Section 2 D. above. In certain functions, it may be necessary to pre-identify the number of employees who can select specific arrival and/or departure times.
- G. The work schedule for those earning credit hours may begin as early as 6:00 a.m. and end as late as 7:00 p.m.
- H. With supervisory approval in accordance with section 5C of this Article, credit hours may be earned on: (1) workdays as early as 5:00 a.m. and as late as 10:00 p.m.; and (2) a Saturday or Sunday, up to a maximum of eight hours total per weekend.

- I. Normally, an employee may work no more than 2 credit hours per workday, unless an exception is approved. The appropriate management official should consider the nature of the assignment as well as the effect of extended hours on the health and well-being of the employee in determining whether to approve the employee's request to work additional credit hours.
- J. To address specific work requirements that must be performed outside of normal business hours (e.g., bank closings, system deployments or updates, working with employees or institutions in other time zones), the EMPLOYER may suspend for designated employees the normal core hour requirements and credit hour restrictions. Under these circumstances, employees may earn credit hours at any time of the day, including weekends, during the affected pay period. Employees who earn credit hours in these circumstances will still be subject to the limitations on carrying over credit hours from pay period to pay period in accordance with Section 5L of this Article. Working credit hours outside of the employee's work schedule is a matter of employee choice, and does not relieve the Employer of responsibility to provide overtime compensation for any employee in accordance with applicable law.
- K. An employee may request to earn or use credit hours in 15-minute increments.
- L. Full-time employees may carry over a maximum of 24 credit hours from pay period to pay period. A part-time employee may carry forward credit hours equal to a maximum of 1/4 of the hours in the employee's basic work requirement.
- M. In cases where an employee has worked approved credit hours before the employee's normal tour of duty and has subsequently been released on administrative leave due to office closing during that day, the hours will be preserved.

## **SECTION 6**

An employee may not skip lunch or rest breaks in order to shorten the day or lengthen the lunch period.

## **SECTION 7**

Overtime and compensatory time shall be computed in accordance with 5 U.S.C. Section 6123, a provision of the Federal Employees Flexible and Compressed Work Schedules Act of 1982. For employees covered by the Fair Labor Standards Act (FLSA), overtime shall be paid in accordance with the FLSA.

## **SECTION 8**

- A. When an employee on a 5/4-9 or 4/10 schedule is on short-term training, travel, or any other activity outside the employee's official duty station, the responsible

management official should consider the factors surrounding the event in determining whether the employee should remain on the compressed work schedule or be placed on a regular (8-hour day) work schedule during the entire pay period encompassing the event.

- B. When an employee working a 5/4-9 or 4/10 is scheduled for training, a conference or work away from the employee's official duty station for 5 or more days in a pay period, the employee will be required to come off their CWS and convert to a regular (8-hour day) 40-hour work schedule. Travel time is not included in the 5-day count.
- C. Removal from a CWS under these circumstances does not eliminate an employee's option to earn compensatory time or overtime, provided it is warranted based on mission and approval of the supervisor.

## **ARTICLE 20**

### **TELEWORK, THE HOME BASED OPTION AND THE REMOTE WORK OPTION**

#### **SECTION 1**

This Article establishes policies and procedures on the Telework Program, as well as the Home Based Option (HBO) and the Remote Work Option (RWO).

The Telework Program allows for participation based on the specific nature and content of the work to be performed rather than on position, grade, or work schedule. It is the policy of the Corporation to encourage the use of the Telework Program for those projects/duties that can be effectively completed at home or at an alternative work site. "Expanded telework" may be offered to FDIC employees as part of the Telework Program. Employees who are eligible for, and elect to participate in, "expanded telework" are regularly out of the office due to telework and/or CWS/AWS more than 5 days per period.

The HBO program is offered to FDIC employees whose overall work responsibilities can be effectively performed remotely without a need for the employee to regularly perform work in the assigned office.

The RWO program is offered to FDIC employees whose overall work responsibilities can be effectively performed remotely with the employee rarely needing to perform work at a particular worksite.

The Telework Program, the HBO and the RWO are a means of supporting the Corporation's goal of enhanced employee flexibility and improved work/life balance, provided that the efficiency of the Corporation and its mission are not adversely impacted.

#### **THE TELEWORK PROGRAM**

#### **SECTION 2 – Eligibility**

The provisions of the Telework Program apply to all FDIC employees other than those:

- Employees who have been officially disciplined for being absent without permission for more than 5 days in any calendar year; and
- Employees who have been officially disciplined for reviewing, downloading, or exchanging pornography on a Federal Government computer or while performing duties.



Employees who are ineligible to participate in the Telework Program for being officially disciplined for one of the two reasons identified above will remain ineligible for as long as the disciplinary action remains in the employee's Official Personnel Folder.

### **SECTION 3 – Duty Station/Location of Telework**

The employee's official duty station will not change as a result of participation in the Telework Program.

An employee's principal place of residence will serve as the employee's primary telework site. An employee's primary telework site must be in the contiguous United States, except the primary telework site for an employee whose duty station is the Puerto Rico Field Office may be in Puerto Rico.

With supervisory approval, employees may temporarily telework from an alternative suitable location within the contiguous United States, Alaska, Hawaii or Puerto Rico. Temporary telework from any other location, including all international locations, may be approved when the employee is performing mission-essential duties and such a temporary arrangement will be for the FDIC's benefit. Temporary telework from an international location requires approval in advance by the applicable Division or Office Director, the Chief Information Officer, and the Chief Information Security Officer.

In all cases, the employee is responsible for all tax consequences that may arise from the choice of the location from which telework is performed and for the cost of any required travel to their assigned FDIC office.

### **SECTION 4 – Telework Program Provisions**

- A. The nature of the work to be performed must be suitable for a work-at-home or alternative work site setting and normal workflow requirements are not disrupted.
- B. Appropriate work includes work that is results oriented or quantifiable.
- C. Materials and information necessary to perform the duties of the position must be capable of being moved to and from the office with data and systems security requirements, including data sensitivity and Privacy Act concerns (FDIC Circular 1031.1 Administration of the Privacy Act), being adequately addressed.
- D. Work activities must be portable and not dependent on the employee being at the traditional worksite. Interaction with co-workers, subordinates, superiors and customers must be able to be performed electronically or by telephone without adversely affecting customer service or productivity.

Examples of appropriate work include, but are not limited to:

- briefing/report/document preparation and review;

- data compilation;
- conference planning;
- analysis (research, program; policy; and financial analysis); or knowledge related work (as long as the necessary information or results can be provided to the supervisor's satisfaction);
- research;
- preparation/studying for professional courses/exams; and
- computer-oriented tasks; data entry; word processing, and reading, reviewing, or responding or filing of emails and other electronics records.

Examples of work that may not be appropriate include, but are not limited to:

- group/team work that can only be conducted at a designated work site;
- work that requires face-to-face contact (with other employees, customers, etc.); and
- location-specific work (e.g., mail distribution, warehouse work, building maintenance, etc.).

- E. Telework is subject to approval by management and is not an employee entitlement.
- F. Managers will be responsible for maintaining appropriate office coverage and can alter telework agreements if needed to ensure this coverage.
- G. Participation/Approval: Participation by eligible employees is voluntary. Employee participation requires supervisor approval. All employees wishing to participate in the Program must submit a Telework Agreement in the Corporate Human Resources Information System (CHRIS) by January 31 of each year. This agreement provides needed contact information and outlines rights, responsibilities and general program provisions. This document does not need to be resubmitted for approval, but must be current and updated by January 31 of every calendar year. This form may be submitted in electronic format, when available.

Requests for recurring and regularly scheduled telework should be submitted by email and include a description of the work to be performed, days of the week or periods within a work cycle that teleworking would occur, and estimates of time

needed. Requests for regularly scheduled and recurring telework should be submitted at least 10 workdays prior to the desired start date.

An employee's telework request, either for work that is short, one-time in nature or for work that is recurring on a periodic basis or performed on a regular schedule, can be approved provided that the work to be accomplished can be performed as well off-site as on-site and does not impede accomplishment of mission objectives.

Once management has approved a telework request, it is not necessary to submit repeat requests for regularly scheduled or recurring telework.

If the employee has been approved for telework that is not on a regular schedule, the employee must provide the supervisor reasonable advance notice, generally at least one day prior to the desired start date. Under extenuating circumstances, approval may be granted on shorter notice. All requests should include a description of the work to be accomplished and an estimate of time needed. Requests must be submitted by email. Upon request, managers and supervisors will provide an employee with a written explanation of the reason(s) for denying any telework request.

- H. A manager/supervisor has the right to direct teleworking employees to report to the official duty station when necessary to meet mission, staffing and workload requirements (e.g., meetings in the field office, training, collaborative team activities). Employees will be provided as much advance notice as possible, normally not less than 24 hours.
- I. An employee may be suspended or terminated from participation in the Telework Program for:
- failure to adhere to provisions of the Agreement;
  - failure to accurately request and report leave time;
  - failure to deliver agreed upon work product(s);
  - misconduct in connection with the employee's obligations under the Telework Program;
  - failure to report to the official duty station when requested to do so;
  - failure to maintain consistently reliable broadband connections from their telework location, such that they cannot satisfy their obligations under this Article; or

- failure to complete an update of the Supervisor/Employee Telework Agreement or the Home Safety Self Inspection Checklist (due by January 31 of every calendar year regardless of when last accomplished).

Managers/supervisors will provide written notification with the reasons for suspension or termination to any employees suspended or removed from the Program.

- J. While supporting an employee's need for flexibility, the Program is not a substitute for personal leave or dependent care. Family and personal responsibilities must not interfere with work time at home.

## **SECTION 5 – General Provisions**

- A. Employees must adhere to FDIC policies regarding work schedules and hours of work (Circular 2310.1, Alternative Work Schedule Program and Hours and Tours of Duty; and 2310.4, FDIC Part Time Employment Program). Teleworking employees are expected to work the same hours as established in their agreed upon tour of duty. Credit hours, overtime, or compensatory time must be approved in accordance with applicable procedures. Employees will not receive premium pay for work beyond their hours of duty unless they have obtained advance written approval.
- B. Existing pay and leave administration rules apply while employees are teleworking (FDIC Circular 2300.3, Corporation Leave Policy).
- C. Employees must submit their time and attendance in accordance with existing policy (FDIC Circular 2300.5, Time and Attendance Reporting) making certain to appropriately code hours of telework. Supervisors will certify time and attendance for hours worked at the employee's approved telework location and review work products in order to ensure an acceptable level of output while the employee is working at the approved telework location.
- D. All pay and travel entitlements are based on the employee's official duty location, not the telework site. Participation in this Telework Program will not result in a change in official duty station.
- E. The following basic principles governing administrative leave for early dismissals and closings due to weather and safety issues are applicable:
1. Administrative leave should be used sparingly during an office closure because of weather and/or safety issues. When a weather and/or safety issue results in the closure of an FDIC office, any employee with a telework agreement who reports to that same facility shall be expected to perform work at his/her approved telework location or request leave, except as provided below.

2. If an employee with a telework agreement demonstrates to his/her supervisor that he/she is unable to perform his/her required duties safely at his/her approved telework location on account of the same weather and/or safety issue that resulted in the FDIC office closure (e.g., if a snow storm that causes an office closure also causes damage to the employee's telework location or causes it to lose power to such extent that the employee is unable to telework from his/her approved telework location), the FDIC will grant the employee administrative leave.
3. If the FDIC determines that the weather and/or safety issue could not reasonably be anticipated, the FDIC will provide administrative leave to the extent an employee was not able to prepare for telework and is otherwise unable to perform productive work at the telework site.
4. In making this determination, the FDIC must evaluate whether:
  - a. the weather and/or safety issue could be reasonably anticipated; and
  - b. the employee took reasonable steps (within the employee's control) to prepare to perform telework at the approved telework site.

For example, if a significant snowstorm is predicted, the employee may need to prepare by taking home any equipment (e.g., laptop computer) and work needed for teleworking. To the extent that an employee is unable to perform work at a telework site because of failure to make necessary preparations for reasonably anticipated conditions, the FDIC may not provide weather and safety leave, and the employee would need to use other appropriate accrued leave (e.g., annual leave, earned compensatory time, credit hours) or leave without pay (LWOP).

5. Employees who are required to work unscheduled telework will not have their previously scheduled telework days changed or cancelled. Unscheduled telework will not count against the employee's maximum amount of telework previously approved for the employee.
6. If the FDIC does not grant an employee administrative leave for an office closure, the employee may request supervisory approval to use accrued leave (e.g., annual leave, earned compensatory time, credit hours) or LWOP. Nothing in this section preempts a telework-ready employee from requesting accrued leave (e.g., annual leave, earned compensatory time, credit hours), in lieu of required telework, during an FDIC office closure (e.g., to care for a child or an elderly parent).

7. If an employee teleworks when a young child or other person requiring the presence of a caregiver is present in the home, any time spent providing care to such individuals would not be considered hours of work. Under this scenario, an employee would be expected to account for work and non-work hours during his/her tour of duty and take the appropriate accrued leave (e.g., annual leave, earned compensatory time, credit hours) or LWOP to account for the time spent away from normal work-related duties. The employee will not be granted weather and safety leave for the non-work time that occurred during the employee's tour of duty for the workday.
  8. When an emergency affects only the employee's approved telework location for a major portion of the workday, the teleworker is expected to report to the Official Duty Station or request supervisory approval of accrued leave (e.g., annual leave, earned compensatory time, credit hours) annual leave, compensatory time, credit hours if on a flexible work schedule or LWOP.
  9. When an employee knows in advance of a weather and/or safety issue that would preclude working at the employee's approved telework location, the employee must either report to the Official Duty Station or request leave (e.g., accrued annual leave, earned compensatory time, earned credit hours or LWOP).
- F. Employees working at an approved telework location are generally covered under the Federal Employees' Compensation Act for any injuries sustained while performing official duties. In the event an employee suffers an injury while working at an approved telework location, he or she must notify the supervisor as soon as possible, but no later than 30 calendar days from the date of the injury. A supervisor's signature on such a claim for workers' compensation attests only to what the supervisor can reasonably identify and verify.
- G. The EMPLOYER will provide parking for Headquarters employees, subject to availability. When FDIC-provided parking is not available, parking expenses incurred by employees working in Field Offices other than those co-located with Regional Offices will be reimbursed when those employees are regularly scheduled to be in the office or are directed to come into the office. Such employees will not be entitled to assigned parking, but may be provided parking depending on availability. All other employees may have transportation expenses reimbursed in accordance with the FDIC's Transit Subsidy Program (Directive 3440.1). This provision supersedes all local agreements pertaining to parking/transit that are in effect as of the effective date of this Article, except that local agreements that provide a greater benefit to employees than that afforded by this provision will remain in effect.

## **SECTION 6 – Space and Equipment**

- A. Employees should use FDIC laptops to telework. FDIC will service and maintain FDIC-owned equipment. Reimbursement for other equipment used for telework is governed by the provisions of this Article.
- B. Employees must comply with all security measures as outlined in established policies and directives. All FDIC records and data should be protected against unauthorized disclosure, access, mutilation, obliteration and destruction.
- C. Employees must receive the EMPLOYER's approval before using their own computers to telework. Employees who are permitted to use their own computers to telework must utilize on their computers a current virus scanning software application or the virus scanning software available on DIT's security website. The employee is responsible for maintenance and repair of any personally owned equipment.
- D. During work hours or when using FDIC systems, employees must adhere to FDIC policies, including Directive 1300.4 (Acceptable Use Policy for Information Technology Resources) and Directive 1360.9 (Protecting Sensitive Information).
- E. All employees wishing to participate in the Program must submit a Home Self Certification Safety Checklist. This form must be maintained along with the Supervisor/Employee Telework Agreement. It must remain current and should be updated by January 31 of each calendar year. This form must be submitted in electronic format through CHRIS.
- F. In accordance with Section 3 of this Article, with supervisory approval, an employee may temporarily telework from a location other than the location(s) identified on the Telework Agreement provided that the employee will be teleworking from that location for no more than 5 consecutive workdays. If the employee would like to telework from an alternative location for more than 5 consecutive workdays, the employee must submit a modified Home Self Certification Safety Checklist with the address of the alternative location.
- G. The EMPLOYER will not provide furniture or furnishings at an employee's approved telework location. The EMPLOYER will not incur costs to construct or alter space to provide an office environment at an employee's approved telework location, and the EMPLOYER will not be responsible for expenses related to basic telephone service, heating, electricity, water, and space usage except as provided for in Section 10 of this Article.

## **SECTION 7 – Responsibilities**

- A. Employees are responsible for submitting completed copies of both the Supervisor/Employee Telework Agreement and the Home Self-Certification Safety Checklist. Employees must update these documents annually or as otherwise required.
- B. Employees participating in the Telework Program are expected to be logged into MS Teams (or successor communication platform utilized by the FDIC) during their scheduled workday, and available to supervisors, coworkers, and other contacts by telephone, email, voice mail, MS Teams (or successor communication platform utilized by the FDIC) or other communication method during their scheduled duty day as directed by their supervisor. The EMPLOYER may require the use of cameras or other available technology by employees to enhance communication, but will give due consideration to an employee's request to be excused from any requirement to turn on his/her camera. Meetings conducted via MS Teams (or successor communication platform utilized by the FDIC) will not be recorded without providing notification to employees participating in the meeting.
- C. An employee must have a workspace designated for their telework duties that is free from interruptions and provides the necessary level of security and protection of Corporation property. Home offices must be clean and free from obstructions, unsafe conditions or hazardous materials, and must be in compliance with applicable building codes. The employee's workspace is subject to inspection by appointment.
- D. The employee is responsible for all operating costs associated with the use of a home or other location as an alternate work site. The employee is responsible for maintenance and repair of any personally-owned equipment.
- E. In accordance with established Corporation policy, employees may be held liable for any loss, theft or damage to FDIC property while in the employee's possession.
- F. Teleworking employees are to utilize required security protections and follow FDIC policies as they pertain to the protection of information and information system resources and shall identify any Sensitive Information (as defined in FDIC Circular 1360.9, Protecting Sensitive Information) and the sources that may be used during telework.
- G. Employees may, upon supervisory approval, take from the worksite only as much hard copy or electronic format FDIC Sensitive Information (as defined in FDIC Circular 1360.9, Protecting Sensitive Information, 5.d.) as is necessary to perform his/her telework duties, provided that appropriate administrative, technical, and physical safeguards are taken to ensure the security of the



information. At no time shall an employee have permanent records at his/her approved telework location. These restrictions on the removal of records may be suspended in an emergency situation when records are needed for continuity of operations.

- H. Employees are responsible for immediately notifying the DIT Helpdesk (1-877-FDIC 999) regarding lost or stolen Sensitive Information in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 7a(2) and 7e(4). Employees shall provide follow-up notification to their supervisor/oversight manager and division/office Information Security Manager in order for the FDIC to meet the 1-hour required reporting time frame to the United States Computer Emergency Readiness Team (US-CERT) for incidents involving the loss or compromise of Sensitive Data.
- I. Employees shall store sensitive electronic information on corporate information (IT) equipment in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 5.d.
- J. Employees shall ensure that no unauthorized individual has access to any FDIC Sensitive Information in compliance with FDIC Circular 1360.9, Protecting Sensitive Information, 5.c.
- K. Teleworking employees may not include travel time between their home/alternative work site and their official duty station as time worked and are not entitled to payment for travel between these locations.

### HOME BASED OPTION

Employees participating in the Home Based Option (HBO) will be permitted to work out of an approved telework location when not working at an insured depository institution or at another required site.

### **SECTION 8 –Eligibility**

- A. HBO-eligible positions are those positions identified by the EMPLOYER for which the work can be performed effectively from a remote location without the need for the employee to regularly report to the assigned office. When new positions are created, the EMPLOYER will identify whether or not the position is eligible for HBO based on this standard and provide notice to the UNION of this determination. A list of bargaining unit positions identified as eligible for HBO as of the effective date of this Article has been included as an appendix to the Agreement.
- B. The EMPLOYER may change the eligibility of a particular position for HBO and place caps on the number or percentage of employees in an organizational unit

who will be authorized for HBO. The EMPLOYER will provide reasonable advance notice (normally at least 30 calendar days) to the UNION prior to making any changes to, or placing any caps on, the eligibility of particular positions for HBO. Any negotiations over such changes/caps will take place in accordance with Article 50 of this Agreement as required by law.

- C. The eligibility provisions for the Telework Program set forth in Section 2 of this Article apply to the HBO as well. In addition, the EMPLOYER may make entry-level employees in career ladder positions ineligible to participate in the HBO for a period of up to 12 months after entry into the position.
- D. At the EMPLOYER's discretion, upon a request from an employee, the EMPLOYER can authorize an employee to participate in HBO even if the employee's position is not deemed eligible for HBO.

### **SECTION 9 – Participation in HBO**

- A. Positions currently eligible for HBO will continue to remain eligible for HBO. Employees currently participating in HBO will continue their participation in HBO, subject to the applicable provisions of this Article.
- B. Employees eligible for HBO will be permitted to opt into HBO at any time and current employees who move to another FDIC position on a permanent basis will be authorized to make an election based on the flexibilities offered for that position. However, to be eligible for the stipend provided for in Section 10 of this Article, an employee must opt in during one of these timeframes:
  - a. Open Season: Within 30 days of the effective date of this Article, there will be a 30-day open season in which all employees in positions designated as eligible for HBO (including those currently eligible) will have the opportunity to opt into HBO. Employees in the Dallas Regional Office/Field Office and the Atlanta Regional Office/Field Office may make elections in accordance with the terms of the election MOUs executed with these office moves). The dates for the open season will be established jointly by the FDIC and NTEU. An open season will be held every two years, but may be held more frequently upon mutual agreement.
  - b. Election Period during Leasing Process for Space Other than Field Offices: Employees whose duty stations are FDIC-leased facilities (other than Field Offices) may opt into HBO during the election period identified in the leasing process and prior to the approval of the Documentation of Need.
  - c. Solicitation of Volunteers: Outside of the “open seasons” or the leasing process, management may ask for volunteers to participate in the HBO.

In addition, Regional/Area/Headquarters employees eligible for HBO who change their election from “expanded telework” to HBO, and all Field Office employees will become eligible for a pro-rata amount of the stipend when their election to participate in HBO becomes effective.

### **SECTION 10 – Stipend**

- A. The EMPLOYER will provide employees who elect to participate in HBO in one of the circumstances set forth in Section 9B of this Article will be provided an annual stipend of \$1,000 for costs associated with performing work at the remote location, such as furniture, equipment and broadband connectivity.
- B. Employees who elect to participate in HBO during an open season will be eligible for the stipend when their request is approved by the EMPLOYER.
- C. Employees who elect to participate in HBO during an election period associated with a leasing process will be eligible for the stipend upon the effective date of the new lease.
- D. Employees who elect to participate in HBO pursuant to a management request for volunteers will be eligible for the stipend when their request is approved by the EMPLOYER.
- E. Employees who elect to participate in HBO outside one of the timeframes identified in Section 9B of this Article will not be eligible for the stipend until/unless the employee’s relinquished work space is reassigned to another employee to alleviate workstation shortages within the office. When more than one employee in an office elects HBO and relinquished work space is subsequently reassigned, stipend eligibility will be made in the order in which each employee elected HBO (i.e., first-elected, first-paid). In the event of a tie, seniority will be used as a tie-breaker. Seniority is defined as total service time with FDIC, RTC, FHLBB and OTS.
- F. An employee who withdraws from HBO will be required to pay back the pro-rata amount of any stipend received for that year.

### **SECTION 11 – HBO Program Provisions**

- A. Unless otherwise noted, Sections 3 through 7 of this Article apply to employees participating in HBO.

- B. The employee's official duty station will not change as a result of participation in HBO. Time and expenses for travel between the employee's home and the employee's duty station will not be compensated. Time and expenses for business travel to other sites to conduct exams and for other purposes will be compensated in accordance with the FDIC General Travel Regulations (GTRs) and other established policies.
- C. Employees participating in the HBO will ordinarily perform their work responsibilities at their primary places of residence or approved alternate work sites on a full-time basis except when working onsite in banks or other work locations.
- D. A manager/supervisor has the right to direct HBO employees to report to the official duty station when necessary to meet mission, staffing and workload requirements (e.g., meetings in the field office, training, collaborative team activities). When directed to report to the office, employees will be provided as much advance notice as possible, normally not less than 24 hours. In recognition of the employee's HBO status, when an employee's personal circumstances may make it difficult to report to the office with minimal notice, supervisors and managers are encouraged to consider alternative options to the employee's onsite presence.
- E. HBO employees are expected to be online and accessible during the core hours based on the time zone for the office to which the employee's position reports unless the employee's supervisor approves a schedule based on the employee's local time zone.
- F. Employees participating in HBO will be subject to data and systems security requirements established by FDIC management to address data sensitivity and privacy concerns.
- G. Office space for employees participating in HBO will be determined in accordance with Articles 51 and 52 of this Agreement.

### Remote Work Option

Employees participating in the Remote Work Option (RWO) will be permitted to work at an approved telework location when not working at another required site.

### **SECTION 12 –Eligibility**

- A. RWO-eligible positions are those positions identified by the EMPLOYER where the work can be performed effectively from a remote location with the employee rarely needing to report to a particular worksite. When new positions are created,

the EMPLOYER will identify whether or not the position is eligible for RWO based on this standard and provide notice to the UNION of this determination.

- B. The EMPLOYER may change the eligibility of a particular position for RWO and place caps on the number or percentage of employees in an organizational unit who will be authorized for RWO. The EMPLOYER will provide reasonable advance notice (normally at least 60 calendar days) to the UNION prior to making any changes to, or placing any caps on, the eligibility of particular positions for RWO. Any negotiations over such changes/caps will take place in accordance with Article 50 of this Agreement as required by law.
- C. The eligibility provisions for the Telework Program set forth in Section 2 of this Article apply to RWO as well. In addition, the EMPLOYER may make entry-level employees in career ladder positions ineligible to participate in the RWO for a period of up to 12 months after entry into the position.
- D. An employee participating in RWO must live in the continental United States (but employees currently duty stationed in Puerto Rico may continue to reside in Puerto Rico) and must be able to arrive at his/her assigned office within 48 hours of being instructed to do so absent extenuating circumstances.
- E. At the EMPLOYER's discretion, upon a request from an employee, the EMPLOYER can authorize an employee to participate in RWO even if the employee's position is not deemed eligible for RWO.

### **SECTION 13 – Participation in RWO**

- A. Employees in positions designated as eligible for RWO will be given an opportunity to opt into RWO during a 30-day "open season" on dates to be established jointly by the FDIC and NTEU. The open season will begin no later than 30 days from the effective date of this Article. At its discretion, the EMPLOYER may offer additional "open seasons" to opt into RWO for employees occupying certain RWO-eligible positions.
- B. The EMPLOYER may change the eligibility of a particular position for RWO and place caps on the number or percentage of employees in an organizational unit who will be authorized for RWO. The EMPLOYER will provide reasonable advance notice (normally at least 60 calendar days) to the UNION prior to making any changes to, or placing any caps on, the eligibility of particular positions for RWO. Any negotiations over such changes/caps will take place in accordance with Article 50 of this Agreement as required by law.

- C. Employees eligible for RWO will be permitted to opt into RWO at any time and current employees who move to another FDIC position on a permanent basis will be authorized to make an election based on the flexibilities offered for that position. However, to be eligible for the stipend provided for in Section 10 of this Article, an employee must opt in during one of the timeframes set forth in Section 9B of this Article.
- D. Regional/Area/Headquarters employees eligible for RWO who change their election from “expanded telework” or HBO to RWO will become eligible for a pro-rata amount of the stipend when their election to participate in RWO becomes effective.

#### **SECTION 14 – Stipends for RWO**

The rules governing stipends for HBO, set forth in Section 10 of this Article, apply to employees participating in the RWO.

#### **SECTION 15 – RWO Program Provisions**

- A. Unless otherwise noted, Sections 3 through 7 of this Article apply to employees participating in RWO.
- B. The RWO employee’s duty station will be the employee’s primary place of residence (“residence”), which is the place where an employee resides more than 50% of the time. Employees must certify the location of their residence to the FDIC on an annual basis, or as required by the FDIC. Except as required by section 15F, the FDIC will not pay relocation expenses to any RWO employee who chooses to move.
- C. Locality pay for participating employees will be the locality pay rate applicable to the city/county in which the employee’s residence is located. If the location of the employee’s residence is not currently covered by the FDIC’s Locality Pay Program, a locality pay rate will be established by the EMPLOYER using the applicable locality pay area defined by OPM for that location and the locality pay formula adopted jointly by the FDIC and NTEU in the Compensation Agreement.
- D. RWO employees are expected to be online and accessible during the core hours based on the time zone for the office to which the employee’s position reports, unless the employee’s supervisor approves a schedule based on the employee’s local time zone.
- E. When the employee is required to travel for training and other work-related reasons, the employee will be in official travel status and will be compensated for travel time and expenses to and from his/her residence in accordance with established policies. Time and expenses for business-related travel between the

employee's residence and an FDIC facility or other worksites (e.g., banks) that is required by the EMPLOYER will be compensated in accordance with the GTRs and other established policies. Employees who choose to travel to an FDIC facility or other location without being required to do so by the EMPLOYER bear their own costs and will not be compensated for such travel.

- F. In cases where the Employer eliminates RWO eligibility for a category of positions and alternative arrangements are not mutually agreed to by the EMPLOYER and the UNION, the FDIC will pay relocation expenses in accordance with the GTRs to allow an impacted employee to move within closer proximity of the newly designated duty station. The employee will be fully responsible for any tax consequences associated with the relocation of his/her residence.
- G. RWO employees traveling on official business will be allowed to use any FDIC Designated Airport located within 100 air miles of their residence or remote work location. If there is no Designated Airport located within 100 miles of the residence or remote work location, the employee, in consultation with the employee's supervisor (and DOF Travel Services, as necessary), will select a suitable airport near the work location that provides the necessary airport services. Travelers will be required to select airports offering Government contract fares when possible.

## **SECTION 16 – Impact on Other Agreements**

- A. The provisions of existing negotiated agreements pertaining to the duty stations of employees in field offices that were closed in 2020 and 2021 remain in effect. Employees who elected HBO in accordance with such agreements will be authorized to remain in HBO status, regardless of whether the position they occupy has been designated as HBO-eligible by management. Employees who elected "home as duty station" in accordance with such agreements will be converted to RWO and subject to the provisions of that program, and may remain in RWO status regardless of whether the position they occupy has been designated as RWO-eligible by the EMPLOYER.
- B. Current "Work-in-Place" (WiP) agreements will be terminated. Within 30 days of the effective date of this Article, the EMPLOYER will inform employees working under current WiP agreements whether their position is HBO or RWO-eligible, and will be subject to the provisions of those programs in accordance with this Article.

## **SECTION 17 – Medical Telework**

- A. As provided in Article 37 of this Agreement (Employees With Disabilities), the EMPLOYER recognizes its obligation under applicable law and FDIC directives to provide reasonable accommodations for employees who are qualified individuals with disabilities. Consistent with Article 37, a qualified employee with a disability may request telework as a reasonable accommodation. To support the request, the employee must provide medical documentation consistent with the provisions of FDIC Circular 2710.5. The EMPLOYER will modify its telework requirements to reasonably accommodate a qualified employee with a disability when necessitated by the employee's disability-related limitations absent undue hardship, and to the extent required by law, rule, regulation, or FDIC directive.
- B. Additionally, an employee may request to telework for medical reasons for a specified period of time, normally not to exceed 90 days, even if the employee does not meet the requirements of Article 37 of this Agreement (Employees With Disabilities) or of Section 1 of this Article, under the following circumstances:
1. The employee suffers from a personal injury or illness that prevents the employee from performing work at the employee's assigned official duty station and would not prevent the employee from performing her/his official duties at home; and
  2. The employee has submitted administratively acceptable medical certification in support of the request. The certification will, at a minimum, provide the specific nature of the personal injury or illness, the anticipated beginning and end dates of the telework, the specific reason(s) why the injury or illness prevents the employee from performing work at the employee's assigned official duty station, and a statement that the employee is capable of performing her/his duties at home; and
  3. The employee has furnished additional medical certification deemed necessary by the approving official.
- C. Requests for medical telework will be decided on a case-by-case basis. Employees will be notified in writing if their request for medical telework is denied.
- D. Requests for medical telework for a period that exceeds 90 days will normally be evaluated as a request for a reasonable accommodation under Article 37 of this Agreement (Employees With Disabilities).

\*FHLBB service is defined as Federal service with the FHLBB for those employees who were reassigned to the FDIC/RTC from the FHLBB pursuant to FIRREA. OTS service is defined as Federal Service with the OTS for those employees who were transferred to the FDIC during 2011 pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.



## **SECTION 18 - Reopener**

Either party may propose changes to this Article beginning twelve months after the FDIC transitions to Phase 3 of its Return to Office Plan, or starting on April 1, 2023, whichever comes first. Proposed changes are subject to negotiations to the fullest extent required by law.

**ARTICLE 51**  
**FIELD OFFICE SPACE, RELOCATION and OPENINGS**

**SECTION 1**

Where provisions of this Article are inconsistent with FDIC circulars dated before the effective date of this Article, the terms of this Article will control. During the life of the Agreement either party may propose changes to the FDIC Space Utilization Policy (SUP) (Circular 3010.2) and Leasing Policy Manual (Circular 3540.1). Where the proposed change is inconsistent with the terms of this Article, the change is subject to negotiations only to the extent required by law.

**SECTION 2**

- A. Within 30 days of the effective date of this Article, the EMPLOYER and the UNION will develop options for space configurations/design and furniture types for use in field offices nationwide through negotiations at the national level. These concepts/options will be implemented for all field office designs that occur after the effective date of this Article. In accordance with Section 4 of this Article, each field office will have the opportunity to select from this suite of options.
- B. Employees will not be entitled to dedicated workspace. Unassigned workstations will be available for scheduling by individual employees when the need arises to work in the office. These workstations will be provided at a minimum ratio of 1 for every 6 authorized non-management staff, excluding those employees who are in RWO-eligible positions and elect to participate in RWO. At its discretion, the EMPLOYER can provide additional workspaces. The EMPLOYER will ensure that cleaning supplies are available in each Field Office for use by employees.
- C. Individual lockers will be provided for use by all employees other than those who are eligible for, and elect to participate in, RWO.
- D. The Space Utilization Policy will continue to serve as guidance for field office design. Due to the changes in field office design, however, the following principles will apply:
- To improve the functionality of Field Office space, new field offices will include increased space for collaboration and training. Renting space locally for large meetings or training sessions remains an option where it is more cost effective to do so; and
  - The suggested workspace allocation for shared workstations in field offices will be 36 square feet.

A sample worksheet reflecting how space will be calculated for field offices in light of these changes is attached at Appendix D. This worksheet supersedes the worksheet currently located in Appendix B of the Space Utilization Policy. All calculations used will be based on figures as of the date that the lease for the space is signed by EMPLOYER.

- E. In connection with any potential change in bargaining unit employee workspace resulting from the expiration of an existing lease, renegotiation of an existing lease, or the negotiation of a new lease, the EMPLOYER will conduct a meeting with the local UNION representative. This meeting shall be conducted prior to the renegotiation, renewal, or extension of a current lease, or the finalizing of the Documentation of Need in connection with the acquisition of new space. Where a face-to-face meeting is impractical, the meeting may be conducted virtually.

The purpose of the meeting is to share and discuss general information/documentation, for the EMPLOYER to communicate the geographic area under consideration, and to afford the UNION the opportunity to provide input concerning the workspace changes the EMPLOYER is considering. The information/documentation the EMPLOYER will provide and discuss with the UNION includes the following:

- the existing lease sanitized for confidential economic information, including how space is currently used and the adequacy of existing space;
- expiration date of the current lease;
- space requested under the new lease, and associated staffing assumptions on which the space needs have been based, including number of employees participating in HBO or RWO;
- geographic boundaries under consideration, and discussion of the factors affecting this determination;
- if available, the proposed floor plans and parking arrangements; and
- the term of the succeeding lease.

The information provided does not preclude the UNION from requesting additional information under 5 U.S.C. § 7114, including the unredacted lease.

In conjunction with the meeting, the EMPLOYER will also provide the local UNION representative with a copy of the worksheet (Appendix D) which identifies the space needs and amount of space to be requested.

The above-referenced meeting may include not more than 2 UNION representatives from each affected office.

In the event the renegotiation, renewal, or extension of an existing lease does not result in a change in employee workspace, a meeting is not required.

Following the above-referenced meeting, the UNION may submit written comments to the EMPLOYER, within 5 workdays after the meeting.

The EMPLOYER will make the final determination regarding geographic boundaries for the field office and communicate the identified boundaries to aid employees in electing the Home Based Option or Remote Work Option, as applicable, pursuant to Article 20 (Telework, the Home Based Option and the Remote Work Option).

### **SECTION 3**

After the EMPLOYER has identified the final 2 lease locations under consideration, the EMPLOYER will notify the local UNION representative of the date, time, and location of the site visit(s). Upon request, the local UNION representative may accompany the EMPLOYER on the visit(s). After the visit(s), the local UNION representative may provide the EMPLOYER comments/recommendations regarding the site(s) within 5 workdays.

The above-referenced site visit(s) may include no more than 2 UNION representatives from each affected office.

After site selection and upon request, the EMPLOYER will meet with the UNION to discuss the factors considered in determining the final office lease location.

### **SECTION 4**

- A. When the EMPLOYER plans to move or open a new office, the EMPLOYER will provide written notice to the UNION local chapter president as soon as practicable, generally 4- 6 months in advance of the projected move/opening date absent extenuating circumstances. Along with the written notice, the EMPLOYER will provide the UNION with information pertaining to the planned configuration of the physical space contemplated in the move/opening, including dimensions and square footage.
  
- B. Within 5 workdays of the written notice provided to the UNION pursuant to Section 4A of this Article, the EMPLOYER will provide employees in the affected field office (with a cc to the designated UNION chapter representative) with all approved options pursuant to Section 2A of this Article, subject to availability and feasibility. If certain approved options are not available or feasible for a particular office, the EMPLOYER will inform the UNION as soon as possible and, upon request, provide the reasons for the unavailability/lack of feasibility of certain options. Within 10 workdays after the

EMPLOYER provides the employees with the set of available/feasible options, the UNION will notify the EMPLOYER of the preferred options. The EMPLOYER agrees to implement the options selected by the UNION.

- C. The UNION will have 15 workdays from notification of the site selection to raise any negotiable issues not already addressed in this Article related to the move, including space design and floor plans based on the space available under the lease. Within 5 workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER and UNION will endeavor to complete negotiations on the new space within 30 workdays from the first bargaining session. If the EMPLOYER and the UNION are unable to agree on those negotiable issues, this shall be considered an impasse in negotiations, and the Parties will follow the procedures set forth in 5 U.S.C. Chapter 71. However, if due to operational exigency, the EMPLOYER must move or open before concluding negotiations, the Parties will continue negotiations and apply the provisions of any resulting agreement after the agreement has been finalized.
- D. The UNION agrees that any variation from office to office in the amount of space, how the space was used or laid out, or the furniture or equipment available in the office, is non-grievable provided that those elements are consistent with the approved space, furniture, and configuration plans selected under the process set forth in this Section.

## **SECTION 5**

- A. For any field office moves that do not involve the execution of a new lease and where there is more than a *de minimis* impact on bargaining unit employees, the EMPLOYER will provide the UNION 30 calendar days written notice prior to the projected move date. Where appropriate, the notice will include information pertaining to the configuration of the physical space contemplated in the move, including dimensions and square footage.
- B. The UNION will have 10 workdays after notification under Section 5A of this Article in which to submit to the EMPLOYER its proposals concerning the move. Within 5 workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER and UNION will endeavor to complete negotiations on the new space within 20 workdays from the first bargaining session. The EMPLOYER will be obligated to conclude negotiations and/or any related impasse resolution procedures prior to implementing the move. If local negotiations result in an impasse, the Parties will follow the procedures set forth in 5 U.S.C. Chapter 71. However, if due to operational exigency, the EMPLOYER has to move before concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.
- C. The UNION agrees that any variation from office to office in the amount of space, how the space was used or laid out, or the furniture or equipment

available in the office, is non-grievable provided that those elements are consistent with the approved space, furniture, and configuration plans selected under the process set forth in this Section.

**ARTICLE 52**  
**REGIONAL/AREA & HEADQUARTERS RELOCATIONS AND OPENINGS**

**SECTION 1**

- A. This Article applies to the physical move to different office space of entire or partial organizational units of employees within Regional/Area and Headquarters offices, or the opening of new office space.
- B. Where provisions of this Article are inconsistent with FDIC circulars dated before the effective date of this Article, the terms of this Article will control. During the life of the Agreement either party may propose changes to the FDIC Space Utilization Policy (SUP) (Circular 3010.2) and Leasing Policy Manual (Circular 3540.1). Where the proposed change is inconsistent with the terms of this Article, the change is subject to negotiations only to the extent required by law.

**SECTION 2**

- A. The EMPLOYER may change the design of any Regional/Area or Headquarters space, consistent with the provisions of this Article and in accordance with Article 50 as required by law.
- B. Within 30 days of the effective date of this Article, the EMPLOYER and the UNION will develop options for space configurations/design and furniture types for use in regional and HQ offices through negotiations at the national level. The resulting agreement will be implemented in Regional, Area or Headquarters office designs that occur after the effective date of this Article, including the Dallas Regional Office move scheduled for early 2022.
- C. Employees who are teleworking or regularly out of the office due to CWS/AWS more than 5 days per period (including those employees on HBO or RWO) will not be entitled to dedicated workspace. Employees who do not have dedicated workspace may schedule the use of shared workstations when the need arises to work in the office. These workstations will be provided at a minimum ratio of 1 for every 6 authorized non-management staff who do not have dedicated workspace, excluding those employees who are in RWO-eligible positions and elect to participate in RWO. Non-dedicated workstations will be cleaned regularly, and cleaning supplies will be available for employees for their individual use.
- D. The identified space allocation standards in Section 7 of the FDIC's Space Utilization Policy continue to apply, except for employees who are not entitled to dedicated workspace in accordance with Section 2C of this Article. The suggested space allocation for the shared workstations is 36 square feet. Private (enclosed) workspace or offices will be available as shared workstations as necessary for employees working with sensitive or confidential information.

Space allocations and layout (floor plans) will be subject to local negotiations consistent with law and the terms of this Article.

- E. A sample worksheet reflecting how space will be calculated for regional offices in light of these changes is attached at Appendix D. This worksheet supersedes the worksheet currently located in Appendix B of the Space Utilization Policy. All calculations used will be based on figures as of the date that the lease for the space is signed by EMPLOYER.
  
- F. In connection with any potential change in bargaining unit employee workspace resulting from the expiration of an existing lease, renegotiation of an existing lease, or the negotiation of a new lease, the EMPLOYER will conduct a meeting with the designated local UNION representative. This meeting shall be conducted prior to the expiration of the lease and prior to the renegotiation, renewal, or extension of a current lease, or the finalizing of the Documentation of Need in connection with the acquisition of new space. Where a face-to-face meeting is impractical, the meeting may be conducted virtually.

The purpose of the meeting is to share and discuss general information/documentation, for the EMPLOYER to communicate the geographic area under consideration, and to afford the UNION the opportunity to provide input concerning the workspace changes the EMPLOYER is considering. The information/documentation the EMPLOYER will provide and discuss with the UNION includes the following:

- the existing lease sanitized for confidential economic information, including how space is currently used and the adequacy of existing space;
- expiration date of the current lease;
- space requested under the new lease, and associated staffing assumptions on which the space needs have been based, including the number of employees participating in HBO or RWO;
- geographic boundaries under consideration, and discussion of the factors affecting this determination;
- if available, the proposed floor plans and parking arrangements; and
- the term of the succeeding lease.

The information provided does not preclude the UNION from requesting additional information under 5 U.S.C., Section 7114, including the unredacted lease.

In conjunction with the meeting, the EMPLOYER will also provide the local UNION representative with a copy of the worksheet (Appendix D)



which identifies the space needs and amount of space to be requested.

The above-referenced meeting may include not more than 2 UNION representatives from each affected office.

In the event the renegotiation, renewal, or extension of an existing lease does not result in a change in employee workspace, a meeting is not required.

Following the above-referenced meeting, the UNION may submit written comments to the EMPLOYER, within 5 workdays after the meeting.

The EMPLOYER will make the final determination regarding geographic boundaries and communicate the identified boundaries to aid employees in electing the Home Based Option or Remote Work Option pursuant to the eligibility requirements of these programs under Article 20.

After the Employer has identified the potential lease locations under consideration, the EMPLOYER will notify the UNION representative of the date, time, and location of the site visit(s). Upon request, the UNION representative may accompany the EMPLOYER on the visit(s). After the visit(s), the UNION representative may provide the EMPLOYER comments/recommendations regarding the site(s) within 5 workdays.

The above-referenced site visit(s) may include no more than 3 UNION representatives.

After the site selection and upon request, the EMPLOYER will meet with the UNION to discuss the factors considered in determining the final office lease location.

### **SECTION 3**

- A. When the EMPLOYER determines to relocate a full division/office, all employees at a current location, or open a new office, the EMPLOYER will provide written notice of the move/opening to the applicable UNION chapter president(s) as soon as possible, generally not less than 4-6 months in advance of the projected move/opening date.
- B. Along with the written notice, the EMPLOYER will provide the UNION with whatever information it may have pertaining to the configuration of the physical space contemplated in the move/opening. Upon request, the UNION shall be provided with a "walk-through" inspection of the proposed site.
- C. The UNION agrees that any variation from office to office in the amount of space, how the space was used or laid out, or the furniture or equipment available in the office, is non-grievable, provided that those elements are consistent with the approved space, furniture and configuration plans

negotiated by the EMPLOYER and the UNION.

- D. The UNION will have 20 working days after notification in which to submit to the EMPLOYER its proposals concerning the move/opening. Within 5 workdays thereafter, the EMPLOYER and the UNION will commence bargaining. The EMPLOYER and the UNION will endeavor to complete negotiations on the new space within 60 workdays of the date of the written notice provided to the UNION pursuant to section 3A of this Article. The EMPLOYER will be obligated to conclude negotiating and/or any related impasse resolution procedures prior to implementing the move or opening. However, if due to operational exigency, the EMPLOYER has to move or open prior to concluding negotiations, the Parties will continue negotiations and apply the agreement retroactively.

#### **SECTION 4**

- A. Moves involving less than a full division/office, or involving a partial unit of employees, will require the EMPLOYER to provide the applicable UNION chapter president(s) 30 days written notice prior to the projected move date, where there is more than a de minimis impact on bargaining unit employees.
- B. The provisions of Sections 3B, 3C, and 3D of this Article are applicable.

#### **SECTION 5**

- A. Bargaining will take place at a mutually agreed upon location. UNION representatives shall be provided with reasonable official time for negotiation preparation, negotiation sessions, and any subsequent impasse resolution preparations and proceedings in accordance with Article 9 (Official Time).
- B. If the EMPLOYER and the UNION are unable to agree on negotiable proposals submitted by the UNION pursuant to this Article, this shall be considered an impasse in negotiations, and the Parties will follow the procedures set forth in 5 U.S.C. Chapter 71. However, if due to operational exigency, the EMPLOYER must move or open before concluding negotiations, the Parties will continue negotiations and apply the provisions of any resulting agreement after the agreement has been finalized.