

## **Article 11** **TELEWORK PROGRAM**

### **Section 1**

- A. The Parties recognize that telework arrangements may: (a) protect environmental quality and conserve energy by reducing traffic congestion and vehicle emissions; (b) improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress; (c) improve the Employer's ability to recruit and retain a high-quality workforce in a competitive job market; and (d) provide for continuity of operations during emergencies. In recognizing the benefits, both parties also acknowledge the need of the Commission to accomplish its mission. Eligible employees may participate in the telework program to the maximum extent possible without diminished employee performance (Public Law 106-346, 359 of October 23, 2000 and Public Law 111-292 of December 9, 2010).
- B. Telework is subject to approval by the Employer and is not an employee entitlement. The Employer will grant or deny an employee's request to participate in the Program consistent with law, regulations, and the provisions of this article. Moreover, while telework should provide greater options to employees seeking to balance their work and family demands, telework may not be used for dependent or family care, nor may it be used to conduct other personal business while the employee is in official duty status at an approved alternative work site.
- C. Participation in the telework program is voluntary, and an employee may choose to discontinue a telework arrangement at any time.
- D. Participants in the telework program will receive the same treatment/opportunities as non-teleworking employees in regards to work assignments, awards and recognition, development opportunities and promotions.

### **Section 2**

- A. For purposes of this Article, terms contained herein have been defined:
  - 1) Alternative Worksite – A location in the employee's home, designated by the employee as the location they will use to perform their official SEC duties, or another location approved by the SEC (e.g., telework center).

- 2) Official Duty Station – An employee's Official Duty Station is the Official Duty Station as defined by applicable Office of Personnel Management (OPM) regulations, particularly 5 C.F.R. § 531.605.
- 3) Telework – (Also referred to as telecommuting, flexi work, flexible workplace, and flexi place) Performance of official duties at an alternative work site (i.e., home or other satellite work location).
- 4) Teleworker – An employee (i.e., permanent, part-time, temporary) who works at an Alternative Worksite (i.e., home, telework center, or other satellite work location) either on an occasional and/or recurring schedule with a written agreement.
- 5) Telework Agreement – A written agreement, completed and signed by an employee and appropriate official(s) in his or her mission area/agency/staff office that outlines the terms and conditions of the telework arrangement.

### **Section 3**

- A. All employees may request a telework arrangement.
- B. The following telework arrangements are available:
  - 1) *Ad Hoc* or Episodic – Approved telework performed when an employee's work assignments, or part of his/her work assignments, can be performed remotely for a portion of the day or week. *Ad hoc* telework may be recurring for short periods of time. For example, an employee may have a special project that warrants the use of *ad hoc* telework on the same day or days for a number of consecutive or non-consecutive weeks. If the Employer approves an employee's request for a recurring telework arrangement, the employee is automatically approved for an *ad hoc* telework arrangement. Prior supervisory approval is required for each and every *ad hoc* occurrence. An *ad hoc* telework arrangement normally will last for one, two or three days but may be for up to five days under exceptional circumstances.
  - 2) Recurring – A recurring telework arrangement can be up to five days per week. If the Employer approves an employee's request for a regular, recurring telework arrangement, the employee's telework schedule will remain fixed, unless and until changed in accordance with this Article. An employee with a performance summary rating of “Unacceptable” will be ineligible for a recurring telework schedule.

- 3) Temporary Medical – Approved *ad hoc* or recurring telework performed for a period not to exceed 160 hours in a 12 month period due to a documented medical condition of the employee or family member (as defined in Article 28, Section 2B), that temporarily prevents the employee from performing their duties in the traditional office. However, pursuant to SECOP 6-59, an additional temporary medical telework request may be approved by management within the same 12 month period if the medical need continues beyond the initial approved period.
- 4) Reasonable Accommodation – Approved *ad hoc* or recurring telework performed to enable a disabled employee to perform the full range of their official duties. All requests for reasonable accommodations must be approved by the Employer's Disability Officer in OHR.
- 5) Continuity of Operations Plan (COOP) – *Ad hoc* or recurring telework performed to ensure that the Agency can continue to perform mission essential functions during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

C. ~~Termination of Expanded Telework Trial Program. From the effective date of this agreement, employees on a trial expanded telework schedule will automatically be approved for their respective telework schedule under the Expanded Telework Trial Program. Employees may continue using the Employer provided equipment, but they are now subject to the requirements under this Article.~~

## Section 4 (Eligible Positions)

- A. Positions most suitable for telework include specific work activities that are portable and can be performed as effectively and efficiently outside the office. Face-to-face contact with other employees and clients is predictable or contact can be efficiently managed through telephone or email communications. Access to necessary reference materials is available through photocopying, faxing, or electronic transfer of documents, and will not violate any law, regulation or policy.
- B. Work suitable for telework depends on the nature and job content, rather than job series or title, type of appointment, or work schedule. Jobs not entirely suited for telework may contain duties that can be performed at an Alternative Worksite either on a regularly scheduled or *ad hoc* basis.
- C. Tasks and functions (positions) generally suited for telework include, but are not

limited to:

1. Writing,
2. Policy development,
3. Research Analysis (e.g. investigating, program analysis, financial analysis), Report writing,
4. Telephone-intensive tasks,
5. Computer-oriented tasks, and
6. Data processing in cases where the security of data can be adequately assured

### **Section 5-1 (Eligible Employee)**

- A. An employee may be eligible for a telework arrangement if:
- 1) the employee's work does not require frequent face-to-face interaction with supervisors, co-workers, or others. If the employee's work does require frequent face-to-face interaction, the Employer will consider whether the use of telephone and/or e-mail communications, or adjustments to employees' schedules, is an appropriate substitute;
  - 2) the employee does not require specialized equipment or reference materials that are only available at the Official Duty Station, or access to specialized equipment or reference materials can be grouped and scheduled when the employee is at the Official Duty Station;
  - 3) the employee can function independently, without frequent or close oversight or supervisory consultation; and
  - 4) the employee's work does not require frequent access to confidential or sensitive data or information which is not attainable from home, for example, personnel and/or payroll records; non-public (SEC restricted) information; or information protected from unauthorized disclosure by the Privacy Act of 1974 and its implementing regulations. However, the Employer will consider whether the security of data or information (including sensitive and Privacy Act material), can be adequately assured.
- B. An employee that does not meet the criteria in Section 5.A above may still be eligible to request *ad hoc* telework under Section 3.B.1 and 3.B.5 if there are sufficient work assignments that can be performed at an Alternative Worksite without diminishing the employee's performance or agency operations.

## **Section 5-2 (~~Transition from Trial to Permanent~~ Expanded Telework)**

- A. ~~The Expanded Telework Trial Program, under which employees telework for 3, 4 or 5 days per week, will be made permanent.~~
  - B. ~~Current participants will remain in the program on their current telework schedules, or may separately apply to increase the number of telework days.~~
  - C.A. No more than 25% of bargaining unit employees may participate in expanded telework, (defined as teleworking for 3, 4 or 5 days per week), in any Regional Office, Division, or Office, except that there will be no participation cap in the Division of Corporation Finance. As an initial selection process if the cap is reached in any office, selections will be based on seniority among applicants who meet the eligibility criteria. Thereafter, qualified applicants will be selected on a first come, first served basis as slots are available.
  - D.B. In order to participate in 3-day telework the employee must have previously been on 2-day telework for one year; to participate in 4-day telework the employee must have previously been on 3-day telework for one year; and to participate in 5-day telework the employee must have previously been on 4-day telework for one year.
  - E. ~~Either party may elect to reopen Article 11 for negotiation for a period of thirty days after this term agreement has been in effect for two years.~~
- ~~All 3, 4, or 5 day teleworkers may be required by the SEC to share spaces with one other expanded teleworker, except for Union Stewards. The Union will conduct the selection process for shared work space, with input from the Employer. An employee may elect to hotel rather than share work space. An employee who ends his or her participation in recurring 3, 4 or 5 day telework is not guaranteed to return immediately to a dedicated office or work space.~~

## **Section 6 (Decision to Grant or Deny a Telework Request)**

- A. The supervisor's decision to grant or deny an employee's request for an *ad hoc* or recurring telework arrangement will be based on the nature and content of the employee's job, whether the arrangement interferes with the Employer's ability to meet mission, staffing and workload requirements and whether the employee's request is otherwise consistent with this article.
- B. A supervisor may deny a request for a particular telework schedule based on the business need to maintain minimum coverage requirements.

- C. In deciding whether to grant or deny a telework request, the supervisor will consider the following factors:
1. The employee has demonstrated self-motivation, independence, and dependability in accomplishing work assignments;
  2. The employee can work effectively in an isolated environment; and
  3. The employee has good time management skills
- D. The Employer may limit or exclude an otherwise eligible employee's participation in a telework arrangement if he or she:
1. is on a performance improvement plan (PIP) or has significant performance weaknesses previously communicated to the employee;
  2. has documented time or attendance issues previously communicated to the employee in the prior six (6) months;
  3. has received any disciplinary or adverse action in the preceding twelve (12) months;
  4. is undergoing training in a new job, or is serving a probationary period; or
  5. has work that requires him or her to be at his or her Official Duty Station in order to accomplish his or her duties (e.g., answering office telephones, receiving visitors, sorting or delivering mail, making copies of or binding documents, or providing on-site computer support); or is requesting a recurring telework arrangement and he or she proposes an alternative work site so far away from the official duty station that reporting to the official duty station would be impractical.
- E. The Employer may suspend or terminate an employee's telework arrangement if the Employer finds that:
1. the employee fails to adhere to the provisions of his or her Telework Agreement;
  2. the employee's continued participation in the telework arrangement is inconsistent with this article;
  3. the employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but not insignificant fluctuations or declines in performance);
  4. the employee fails to truthfully report time worked; or
  5. the Employer receives and communicates to the employee verifiable information from co-workers, the public, or others, indicating dissatisfaction with the employee's availability while performing telework assignments.

Under these circumstances, the Employer will give an advance notice of a

suspension or termination of the employee's telework arrangement. The employee will have an opportunity to meet with the Employer to discuss the reason(s) for suspension or termination. To the extent possible, the Employer will provide the employee with this opportunity to be heard prior to implementing a final action. On request, the Employer will provide the employee with the reason(s) for the suspension or termination in writing. An employee who has his or her telework arrangement terminated may reapply for a telework arrangement six (6) months from the date of termination.

- F. The Employer will respond to a properly submitted request for a recurring or *ad hoc* telework arrangement within fourteen (14) calendar days. Denial of a recurring or *ad hoc* telework arrangement will, upon request, be provided to the employee in writing, specifying the reason(s) for denial.
- G. If multiple employees in the same branch request similar telework arrangements and not all can be accommodated by the Employer, such requests will be evaluated by the Employer based on grade and Agency seniority.
- H. The granting or denial of requests to telework shall be made in a fair and equitable manner.
- I. The Employer will consider an employee's request to use a telecommuting center, subject to budgetary considerations, and consistent with this article.

## **Section 7 (Training)**

- A. Any employee considering participation in the Telework Program is required to complete telework training prior to submitting a "Telework Request and Agreement Form" and an Alternative Worksite Safety Checklist. The respective supervisor must also complete the telework training prior to the employee teleworking. The telework training can be found via the Employer's online training system.
- B. Certifications of training completion must be attached to a Telework Request and Agreement Form.

## **Section 8 (Telework Agreement)**

- A. An employee requesting to work a telework arrangement will submit a signed "Telework Request and Agreement Form" to his or her supervisor. The telework agreement documents the terms and conditions of participation in the telework program. The agreement must be signed by both parties prior to the start of teleworking.

- B. If employees have an approved agreement for recurring telework, they may also *ad hoc* telework, with advance supervisory approval, without submitting an *ad hoc* telework agreement.
- C. Employees may be required to re-certify their telework agreement on an annual basis to ensure that all information is accurate and up to date.
- D. Consistent with this Article, a supervisor may elect to review telework agreements as the business need arises to insure compliance with this Article, and any modifications to the telework agreement may only be made pursuant to this Article. The supervisor will discuss the reasons for any modification to the telework agreement with the employee and, upon request, provide the reasons for such revision in writing to the employee.
- E. The employee must submit a new Telework Request when either of the following occurs:
  - 1. The employee is promoted, reassigned, or detailed to a different position; or
  - 2. The employee wishes to make any change to the original approved telework arrangement, such as the number of telework days, location of Alternative Worksite, etc.
- F. If an employee seeks to discontinue his or her established telework arrangement, he or she must notify his or her supervisor.
- G. An employee may submit a written request to change his or her recurring telework schedule once each calendar quarter. The Employer will respond to the request within fourteen (14) calendar days. The Employer will grant such requests if consistent with mission, staffing and/or workload requirements. In the event of denial, upon request, the Employer will provide the employee with the reason(s) for the denial in writing.
- H. For a particular pay period, an employee may request to change his or her scheduled telework day to another day in the work week. Such request will be granted as long as the change does not unreasonably interfere with mission, staffing and/or workload requirements.

## **Section 9 (Maintaining a Safe Alternative Worksite)**

- A. If the Alternative Worksite is the employee's home, the employee must designate a room or location in their home for placement and use of the work materials. An employee will ensure that this alternative work site location is safe and has

adequate workspace, lighting, ventilation, temperature controls, telephone service, power, smoke alarms, and security. As part of the telework approval process, the employee is required to complete and submit with the telework request form, the SEC Self-Certification Safety Checklist prior to teleworking.

- B. The Employer reserves the right to inspect the Alternative Worksite during an employee's regularly scheduled tour of duty or at another agreed upon time to ensure proper maintenance of government-owned property and conformance with safety standards. The Employer will give reasonable advance notice to the employee of an inspection, generally not less than two (2) workdays.
- C. A teleworker is covered by the applicable provisions of the Federal Employee's Compensation Act if injured while performing official duties at his or her approved alternative work site. An employee will notify his or her supervisor immediately of any such accident or injury and will complete any required forms. The Employer will investigate such an incident promptly.
- D. The Employer will not be liable for damages to a telework employee's personal or real property while the employee is working at an alternative work site, except to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

## **Section 10 (Official Duty Station)**

For pay and travel purposes, the employee's official duty station shall be used.

## **Section 11 (Performance of Work)**

- A. Performance requirements for teleworking employees are the same as those for non-teleworking employees. Nothing in this Article shall affect the Employer's right to assign work or make reasonable requests to ascertain the status of work assignment(s) in accordance with applicable laws, rules, regulations, the Employer's needs, or operational goals. The employee will notify a member of the supervisory chain if and when lack of access to resources, documents, or data makes performing assigned duties while teleworking impracticable.
- B. A teleworking employee will be available at a specified Alternative Worksite to supervisors, co-workers, and the public by telephone, voicemail, e-mail, and other communications media during his or her scheduled daily tour of duty.
- C. Employees shall comply with supervisor direction regarding other contact requirements such as changes to voice mail messages, number of times daily required to check voice mail, email contact, etc. phone contact, and other

requirements as directed by their supervisor. The parties recognize that the nature of telework may result in reasonable inquiries or communications to the teleworker not made to the staff as a whole.

- D. The teleworking employee must forward their business telephone to an alternative telephone number so they are available to conduct business. The following are additional Call Forwarding provisions:
- 1) The Employer will take reasonable steps to ensure that the private residential or cellular telephone numbers of telework participants who have their calls forwarded will not be available to the public.
  - 2) Employees are expected to forward their office telephone to their Alternative Worksite before their scheduled telework duty hours and turn off Call Forwarding at the end of their telework day.
  - 3) Employees will be permitted to forward their calls to either a private residential telephone number or a cellular telephone number.
  - 4) When office calls have been forwarded, the employee will answer the telephone at his or her Alternate Worksite in the same professional manner as he or she would at his or her Official Duty Station. However, employees will only be required to field these business phone calls while on duty. In the event that the employee misses a telephone call, he or she will return the call in a timely fashion. If only a single telephone line is available for both voice and data at the employee's alternative work site, or if the primary telephone at the employee's alternative work site is a cellular telephone, the teleworker is authorized to have the office line forwarded to a cellular telephone in an effort to ensure telephone communication is available while the teleworker is working online. Under these circumstances, the Employer will reimburse the teleworker for official telephone calls made to and from the cellular telephone.
  - 5) The Employer will not preclude an employee from participating in telework arrangements because Call Forwarding is not available in his or her area.
- E. An employee and his/her supervisor may meet to discuss any issues relating to the employee's performance while on telework. This discussion may include identifying any problems or obstacles, which may be interfering with the employee's ability to perform the required work under his/her telework arrangement.

## **Section 12 (Balancing Work and Family Needs)**

- A. Telework arrangements are for the performance of official duties and, while the arrangements give teleworkers flexibility, the work hours should not be treated as an opportunity to conduct personal business. Teleworkers must follow the SEC

standards of ethical behavior, conduct, and confidentiality regardless of where the official duties are performed.

- B. Teleworking is not a substitute for childcare or dependent care. The teleworker must continue to make arrangements for child or dependent care to the same extent as if he or she was working at the traditional office. It is permissible for a caregiver to be present at the Alternative Worksit to take care of a dependent (newborn to non-school age and/or elderly person) while the teleworker is officially working.
- C. If a situation arises where the teleworker must attend to a dependent at the Alternative Worksite during scheduled duty hours, the teleworker shall immediately notify the supervisor and arrange to take leave, credit hour(s) or make other arrangements.

### **Section 13 (Time and Attendance)**

- A. Time spent working in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the Official Duty Station. Each hour of telework must be accurately recorded and identified as “telework” in the electronic Time and Attendance system and the appropriate telework indicator code must be entered.
- B. Normal procedures regarding the requesting and approval of leave, overtime, and credit hours applies when an employee is teleworking.

### **Section 14 (Work Schedules)**

- A. The work schedule (days and duty hours) at the telework site must be documented on the agreement signed by both the approving official and employee.
- B. A teleworking employee's work schedule may include any alternative work schedules allowed for by Article 7 of this Agreement. Employees may earn credit hours when teleworking, including weekends, subject to Article 7 and approval by the employee's supervisor.
- C. An approved teleworker may telework less than their regular scheduled tour of duty with prior supervisory approval. This may occur when an employee works a portion of the work day in the office or is taking approved leave for a portion of his or her work day and request to telework the remaining hours in the work day. Requests made on the same day will not be approved except in exceptional, unforeseen circumstances. The supervisor's decision to grant or deny an employee's request will be based on Section 6.A and 6.B. The Employer

ordinarily will respond to such request, in writing, within seven (7) calendar days.

- D. The Employer reserves the right to direct an employee scheduled for telework to report to his or her Official Duty Station in circumstances deemed necessary by the Employer to meet mission, staffing and/or workload requirements such as: meetings, receiving work assignments, training, travel, absences of other employees, emergency situations, or other situations deemed necessary by the Employer to meet mission, staffing and/or workload requirements. The Employer will give the employee as much notice as possible of the need to report to the Official Duty Station.
- E. When the Employer directs the employee to report to his or her Official Duty Station (or to a temporary duty location, if applicable) on the employee's scheduled telecommuting day in a given week, the Employer will grant or deny an employee's request to work a different telecommuting day during that same week based on mission, staffing and/or workload requirements. In the event of denial, upon request, the Employer will provide the reasons for denial in writing.
- F. An employee may request to change his or her scheduled telecommuting day to another day in the work week as long as the change does not unreasonably interfere with mission, staffing and/or workload requirements. In the event of denial, upon request, the Employer will provide the employee with the reasons for denial in writing.
- G. There will be no "carryovers" of "missed" telework days from week-to-week.
- H. If an emergency occurs at the telework employee's Alternative Worksite that impacts on his or her ability to perform official duties, the employee will immediately notify the Employer. In such an emergency, the Employer may direct the employee to report to the Official Duty Station, or approve annual leave (or credit hours), administrative leave, or leave-without-pay.

## **Section 15 (Technology, Equipment and Supplies)**

- A. The Employer will consider an employee's request to use his or her own computer equipment to perform his or her official duties at the Alternative Worksite. The employee is responsible for maintenance and repair of personally owned equipment.
- B. If the Employer determines that an employee requires a computer to perform his or her official duties, subject to budgetary considerations, the Employer will strive to provide a laptop computer to the employee when working at the approved Alternative Worksite. An employee must ensure that government-provided

property is used only for approved purposes. The Employer will service the government equipment provided to an employee at the Official Duty Station.

- C. An employee must comply with all relevant information technology security measures, including password protection and data encryption, so that Privacy Act and other security standards are not compromised.
- D. ~~Where there is a demonstrated need, the Employer will provide a teleworker participating in recurring telework arrangements with a phone card for making business related long distance telephone calls.~~  
~~D. An employee's supervisor may require the employee to use any SEC-provided technology (e.g., cameras, soft phones, and conferencing technology) while the employee is working. However, cameras only need to be turned on for meetings upon request.~~
- E. The Employer will provide a teleworker on a recurring schedule with necessary and routine office supplies. Necessary and routine office supplies include pens, paper, paper clips, file folders, etc., but do not include such items such as furniture, fax machines, hole punchers, printer cartridges, etc.
- F. The Employer may provide underutilized computers or other equipment for use by teleworkers.
- G. The Employer will reimburse a teleworker for appropriate and authorized expenses incurred while conducting official duties at the approved Alternative Worksite, as provided for by law and regulations.
- H. The Employer will not be responsible for operating costs, home maintenance, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an Alternative Worksite.

## **Section 16 (Protection of Government Records)**

- A. The teleworker is responsible for maintaining confidentiality and security at the alternate workplace, as the teleworker would at the Official Duty Station. The employee must protect the security and integrity of data, information, paper files, and access to agency computer systems against unauthorized disclosure, access, mutilation, obliteration, and destruction.
- B. Any compromise in the security and/or integrity of government records must be brought to the teleworking employee's supervisor immediately.

## **| Section 17 (~~Continuity of Operations in~~ Telework During Weather or Emergency**

## **Conditions)**

- A. ~~Agency closures, due to weather, road conditions, or conditions at or around the official duty station do not normally affect the employee's ability to work at home or an Alternative Worksite. Therefore, the employee is expected to work their normal tour of duty on the days they are regularly scheduled to telework when the government has announced unscheduled leave/unscheduled telework, delayed arrival, early departure, or Federal offices are closed to the public. *Ad hoc* teleworkers may request and may be granted unscheduled telework during agency closures, weather, road conditions, special events that severely impact commuting or other emergency conditions to the extent they have access to necessary equipment, documents, and data. Weather related conditions include inclement weather or forecasted inclement weather.~~
- B. ~~Employees regularly scheduled to telework on a day that there is an agency closure will continue to work during these closures and will not normally be granted administrative leave. However, if the condition at the Official Duty Station impacts the ability to work at the Alternative Worksite (e.g., servers are shut down or where power outage forces the closures of an office and a power outage prevents a teleworker from completing his or her work at the alternative work site), employees at the Alternative Worksite will be treated in the same manner as those at the Official Duty Station.~~
- C. ~~A supervisor may approve an employee's request to *ad hoc* telework for a full day or partial day in the event the government is open with the option of unscheduled leave/unscheduled telework or in the case of late opening or early departure. This may occur when an employee with a current SEC approved telework agreement is able to maintain business continuity but cannot safely commute to and from the Official Duty Station.~~
- D. ~~When the SEC announces an early dismissal of employees for non-emergency conditions such as on the day prior to a Federal holiday, employees who telework will be excused.~~
- E. ~~When an emergency affects only the Alternative Worksite for a major portion of the workday, the teleworker is expected to report to the Official Duty Station or request supervisory approval of annual leave, compensatory time, credit hours if on a flexible work schedule, or leave without pay.~~
- F. ~~When an employee knows in advance of a situation that would preclude working at the Alternative Worksite, the employee must either come to the Official Duty Station or request leave.~~

When an emergency condition results in the closure of an SEC 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 as provided in Article 30 of this Agreement.

## **Section 18 (Compensation for Travel)**

- A. If the Official Duty Station and the Alternative Worksite are different, and the two are within reasonable commuting distance, then travel between the Official Duty Station and the Alternative Worksite is considered local travel, and there is no reimbursement for travel expenses.
- B. If an employee must return to the Official Duty Station on a telework day, mileage is not reimbursed, but the time spent traveling must be credited as work time.
- C. If a teleworker is directed to travel to the Official Duty Station during his or her regularly scheduled basic tour of duty—for instance, for an unplanned meeting, or an emergency at the Official Duty Station—the teleworker's travel hours must be counted as hours worked.

## **Section 19 (Reporting)**

- A. There are a number of reporting requirements internally and externally to SEC for telework. The Employer will be responsible for preparing and submitting necessary information for reporting purposes.
- B. Within sixty (60) days of the Fiscal Year, the Employer will report to the NTEU the number of bargaining unit employees participating in the telework program broken down by Name, Division/Office/Regional Office, type of telework (e.g., recurring and *ad hoc*), days per pay period, and effective dates. In order to accurately collect this data, employees may be required to report the number of hours teleworked each pay-period.

## **Section 20 (Time in Office)**

Any employee on a telework agreement who is located within a 200 mile radius of the Official Duty Station (ODS) is required to report to his or her ODS one day per pay period for a normal tour of duty in the office, at no cost to the Employer (other than usual transit benefits provided to all SEC employees).

## **Article 13**

### **PERFORMANCE APPRAISAL SYSTEM**

#### **Section 1**

The Employer's Performance Appraisal System is the systematic process by which the Employer involves a permanent employee in maximizing his/her contribution to the accomplishment of Agency mission and goals. It encourages communication between an employee and his/her supervisor, provides a mechanism to evaluate employee performance, identifies an employee's strengths and weaknesses, and provides a mechanism to address unacceptable~~deficient~~ performance effectively.

#### **Section 2**

- A. The Employer will establish a performance evaluation plan (Plan) for each employee. The Plan will consist of critical elements, which are aspects of the employee's work where acceptable performance is essential to his/her position. In accordance with Section 2.B., each element will have a performance standard that, at a minimum, states the expectations or requirements established by the Employer that must be met by the employee in order for his/her performance to be rated as acceptable in that element. An employee's performance will be rated in each element of his/her Plan. If an employee's performance is unacceptable in any one critical element, the overall rating will be unacceptable.
- B. Elements and standards must be reasonably related to the duties set forth in the employee's position description. Pursuant to 5 U.S.C. 4302(b)(1), the Employer will establish performance standards which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the performance appraisal system. Written performance appraisals will be based on a comparison of the employee's performance on his/her work throughout the entire rating period for the employee to the elements and standards of his/her position. An employee should discuss in a timely manner with his/her supervisor the factors the employee believes have affected his/her performance, such as the use of approved official time for representational functions, the authorized performance of collateral duties, lack of customary training, or unavailability of required resources. The Employer will take into account any mitigating impact of such factors when evaluating the employee's performance.

- C. Prior to making changes to any performance plans, the Union will be provided at least fourteen (14) calendar days to comment on the proposed plans before they are finalized by the Employer. The NTEU also retains the right to negotiate over changes to employee performance plans, as permitted by law. An employee will not be held accountable or responsible for any changes to the elements and standards under his/her performance plans until they are received by the employee.

### **Section 3**

The appraisal period will be from ~~January~~May 1 to ~~December 31~~April 30 the following year, unless adjusted due to individual circumstances.

### **Section 4**

A Plan normally will be delivered to an employee within thirty (30) days of the beginning of each appraisal period. If an employee permanently changes positions during the appraisal period, he/she normally will receive a new Plan for the new position within thirty (30) days of the assignment to the new position. The Employer and the employee will sign and date the Plan. The employee's signature only acknowledges receipt and discussion of the Plan.

The Employer will advise the employee in writing of any computerized tracking systems used to monitor his/her performance (reports identifying the number of tasks performed or the amount of time it took to perform those tasks). Unless an employee has access to these reports, at least semiannually the Employer will provide the employee copies of his/her reports.

### **Section 5**

An employee will be given at least one progress review during the appraisal period, during which the Employer will provide oral or written feedback on the elements and describe how the employee's work product compares with the performance standards. Absent a significant business reason, the Employer will provide this progress review within forty five (45) days of the mid-point of the employee's appraisal period. The Employer will not give the employee a rating of record (the written performance appraisal) at this time.

When the Employer identifies ~~deficient~~unacceptable performance, the Employer will identify for the employee specific examples of the ~~deficient~~unacceptable performance and what the employee must do to improve performance to an acceptable level. Such notice should take place as soon as possible after the ~~deficient~~unacceptable performance is identified.~~, normally not less than thirty (30) days prior to giving the employee an~~

~~unacceptable rating. The Employer may, however, give an employee an unacceptable rating if the employee's performance during the thirty (30) day period prior to rating is so unacceptable that the Employer must take more immediate action.~~

## Section 6

- A. Normally, within sixty (60) days after the end of the appraisal period, each employee will receive a written performance appraisal from his/her immediate supervisor (rating official) that will be based on his/her performance compared to the standard for each element. At a minimum, the written performance appraisal will indicate whether the employee's performance was acceptable or unacceptable in each element. The appraisal also will include a brief narrative summary of the employee's achievements and areas for improvement and/or growth in the coming rating period.
- B. Performance appraisals will be made in a fair and non-discriminatory manner.
- C. An employee may receive a written performance appraisal up to ninety (90) days before the conclusion of the appraisal period if:
  - the employee changes positions or separates from the Employer within ninety (90) days before the end of the appraisal period; or
  - the rating official departs within ninety (90) days before the end of the appraisal period.
- D. If an employee changes positions or is assigned to a new supervisor at any time during the appraisal period, other than within ninety (90) days before the end of the appraisal period, the Employer should include, in the written performance appraisal at the end of the rating period, information about the employee's performance provided by the previous supervisor.
- E. An employee must be under his/her current Plan for at least one hundred twenty (120) days before receiving a written performance appraisal.
- F. The performance of collateral duties or the use of approved official time for Union representational functions will not be considered as a negative factor when evaluating an employee against his/her performance standards. An employee performing such collateral duties or Union representational functions will be provided an annual evaluation/performance rating if he/she has spent five hundred twenty (520) hours or more on normal duties assigned by an Agency supervisor during the appraisal period.
- G. The Employer and employee will sign and date the written performance appraisal. The employee's signature acknowledges receipt and discussion of the appraisal

and does not necessarily signify the employee's agreement. An employee may attach a written response to his/her written performance appraisal.

## **Article 16**

### **MERIT PROMOTION PROCEDURES**

#### **Section 1**

The Employer's policy is to provide a fair and systematic approach for the identification, evaluation, and competitive selection of employees for promotion to bargaining unit positions on the basis of merit principles. Actions taken under this Article shall be made without regard to race, color, sex, national origin, marital status, age, religion, sexual orientation, labor organization affiliation or non-affiliation, or non-disqualifying disability and shall be based solely on job-related criteria.

The purpose of this Article is to insure selection of the most qualified candidates for vacant positions. The procedures in this Article do not apply to the Agency's hiring of new employees except where required by law, rule, or regulation; rather the Article deals primarily with internal merit employment. Nevertheless, Article 17 (Reassignments), provides procedures the Employer will follow to enable current employees to be considered for vacant positions.

Under the terms of this Article, the Employer is not required to fill a vacant position with a current employee. But it does provide for promotions to be made fairly, and for promotion practices that will support the Agency's efforts to select the best qualified persons in any given instance.

The Employer may choose the method of filling a vacant position so long as civil merit procedures and the terms of this Agreement are followed. In many cases, current employees may fill vacant positions. They are frequently among the best qualified. They are familiar with the work, and the selecting official often knows their abilities.

#### **Section 2**

The provisions of this Article apply only to competitive merit promotions to bargaining unit positions that are also:

1. promotions to positions that have higher promotion potential;
2. temporary promotions or details to higher graded positions for more than one hundred twenty (120) days;
3. reassignments, details, or demotions or changes to lower grade, to positions that have known higher promotion potential except as permitted by reduction-in-force regulations;
4. transfers-in of federal employees to positions with higher promotion potential than the ones currently occupied; or

- 5.** reinstatement of former career or career conditional employees to permanent or temporary positions with higher potential than the positions previously held.

## **Section 3**

The provisions of this Article do not apply to any other competitive merit promotions, including with respect to the following categories:

1. career ladder promotions;
2. promotions resulting from an employee's position that has been reclassified at a higher grade because of an accretion of duties, as long as the duties are included into the higher level position and there are no other employees to whom the higher level duties could be assigned;
3. temporary promotions made permanent without further competition if the temporary promotions were originally made under a competitive merit posting that provided for such promotion;
4. temporary promotions or details to higher graded positions for 120 days or less;
5. promotions that result from application of new classification standards or the correction of a classification action;
6. interns;
7. summer employees; and
8. student temporary employees.

## **Section 4**

When the area of consideration for competitive merit promotions is not limited to Agency employees, bargaining unit employees will be simultaneously considered with other applicants. Eligible bargaining unit employees seeking reassignment to a vacant posted position also may be considered for the vacancy pursuant to Article 17 (Reassignments).

## **Section 5**

Prior to filling a position through an action described in Section 2 and excluding actions described in Section 3 of this Article, announcements of competitive merit promotions will be ~~available on a designated section of the Agency's Intranet and will contain or link to the following information announced in SEC Today with a brief description and hyperlink to the full job announcement on USAJOBS with:~~

1. the announcement number;
2. the title, occupational series, grade, organization and location of the position;
3. career ladder;
4. area of consideration;
5. a brief description of the duties and responsibilities of the position and an

- indication where additional information may be obtained;
6. whether the position is a full or part time position;
  7. whether one or multiple positions are available;
  8. required minimum qualifications, including selective placement factors;
  9. quality ranking factors;
  10. a list of any evaluative methods which may be used by the rating panel or official, such as interviews and tests;
  11. application procedures and where to submit applications;
  12. opening and closing dates for acceptance of applications;
  13. statement of equal employment opportunity; and
  14. whether moving expenses will be paid.

Amended announcements will indicate that they have been modified.

## **Section 6**

Competitive merit promotion announcements will be open for a minimum of ~~ten (10) business days~~10 business days. The agency may limit the number of applications it will consider for any job announcement (e.g. first 100 applications submitted). Limitation(s) on the number of applicants will be noted on the job announcement. When a job announcement limits the number of applicants, five business days prior to the date the job announcement is scheduled to post on USAJOBS, the SEC will notify employees of the upcoming announcement.

## **Section 7**

The area of consideration is the area in which an active search of candidates is made. The minimum area of consideration is that area in which it can be reasonably expected that a sufficient number of qualified employees will be located. When bargaining unit positions are filled under the provisions of this Article, the minimum area of consideration is Agency-wide, unless it is determined that a sufficient number of qualified applicants will be found within a more limited area of consideration.

## **Section 8**

An employee interested in a competitive merit promotion must submit all necessary application materials identified in the competitive merit promotion announcement by the specified closing date.

Applications may be withdrawn at any time. If an employee wishes to withdraw his/her application for a competitive merit promotion, he/she must submit a written withdrawal to the same place he/she submitted his/her application.

## **Section 9**

~~Applicants meeting the required minimum qualifications for the competitive merit promotion will be rated and ranked.~~

## **Section 10**

A. ~~The Employer will appoint a rating panel comprised of three~~Merit promotion certificate(s) will be issued with the names of well qualified candidates listed in alphabetical order. Well qualified candidates will be determined by using a cut-off score of 90. The certificate will include the names and application materials of the referred applicants. If the competitive merit promotion position was posted at more than one grade, a separate list (developed in accordance with the above) may be issued for each grade.

A.B. ~~Upon receiving a certificate and/or a list of candidates, the selecting official will have the option to interview all candidates or further narrow the applicant pool. If the Employer chooses to further narrow the applicant pool, the Employer may appoint a résumé screening panel comprised of at least two members to evaluate the qualifications of the applicants for the competitive merit promotion. All ratingrésumé screening panel members will be of the same or higher grade as the full performance level of the position to be filled through the competitive merit promotion. The selecting official will not be a member of the rating panel. Alternatively, the Employer may appoint a rating official to perform the evaluationrésumé screening panel.~~

B.C. ~~The ratingrésumé screening panel or rating official will evaluate eligible applicants against the quality ranking criteria established for the position. The ratingrésumé screening panel or rating official may request guidance from OHR in carrying out its responsibilities.~~

C.D. ~~The ratingrésumé screening panel or rating official will provide a fair and objective assessment of each applicant's qualifications for the position applied for. The rating panel's or rating official'srésumé screening panel's evaluations will be based solely on the evaluation criteria established by the Employer for the competitive merit promotion, and will be based on the application materials provided by the applicants. The ratingrésumé screening panel or rating official will not consider any material other than the applicants' application materials in its evaluation. The rating panel or rating official will apply the evaluation criteria to each applicant in as uniform and consistent a manner as possible.~~

D.E. ~~The Employer will develop a rating system to be used by the ratingrésumé screening panel or rating official in the evaluation of applicants, which shall be based~~

on the applicant's ability to perform in the posted position. To the maximum extent possible, the rating system will be described in terms of observable, objective and measurable criteria.

- E. ~~Applicants will be identified as well qualified or basically qualified. All well-qualified applicants ("the referred applicants") will be referred to the selecting official. The names of the referred applicants will be sent to the selecting official in alphabetical order on the "certificate." The application materials of the referred applicants will be sent with the certificate. If the competitive merit promotion position was posted at more than one grade, a separate certificate (developed in accordance with the above) will be issued for each grade.~~
- F. After a ~~certificate is issued~~ résumé screening panel provides its recommendation to the selecting official, he/she may establish a ~~separate screening~~ an interview panel to interview applicants on the certificate. ~~The~~If multiple rounds of interviews are conducted, the selecting official will not ~~be a member of the screening panel.~~ ~~If the screening panel interviews one applicant on a particular certificate, all applicants on that particular certificate will be interviewed~~ participate until the final round of interviews. If there is more than one ~~certificatereferral list~~, the selecting official may direct the ~~screeninginterview~~ panel to interview applicants on one or more ~~certificates~~referral lists. The ~~screeninginterview~~ panel may then make a written recommendation of certain applicants to the selecting official. If the ~~screeninginterview~~ panel makes a written recommendation of certain applicants, and the selection official wants to conduct additional interviews, he/she will interview all of those applicants. If the selecting official interviews any applicant who was not recommended by the interview panel, the selecting official may interview those applicants without interviewing others on the certificate. If the selecting official wishes to interview others on the certificate, all applicants on the certificate must be interviewed~~should interview all applicants.~~ If a screening panel is not established and the selecting official wishes to interview an applicant on a certificate, all applicants on the certificate will be interviewed. Whether or not a screening panel was established and recommendations made, the selecting official may select any applicant on the certificate.

## **Section ~~410~~**

An employee selected for a competitive merit promotion will be promoted and paid at the salary of the higher grade at the beginning of the first full pay period following the date of the selection on the certificate.

## **Section ~~4211~~**

Each applicant who has not been selected for the competitive merit promotion will be notified, normally within 10 calendar days, of the selection. However, in no event will the employee be formally notified later than twenty (20) calendar days after the date of the selection on the certificate.

Upon request, each applicant will be provided the following information within twenty (20) calendar days regarding his or her application for a competitive merit promotion under this Article:

1. Whether the employee met the required minimum qualifications;
2. Whether the employee was in the group from which the selection was made; and
3. The name of the person selected for the position.

If requested, an applicant on the certificate who is not selected for the competitive merit promotion will be provided with an explanation within seven calendar days why he/she was not selected.

The Employer will maintain the file on each promotion action covered by this Article for two years. Promotion files will be kept in accordance with regulatory requirements.

### **Section 4312**

An employee's leave balances, request to use leave, or use of any type of approved leave may not be considered by rating panels, screening panels or selecting officials as a basis for selection or non-selection. However, this does not preclude the consideration of the employee's dependability if the employee has been on a leave restriction within the preceding 12 months.

An employee who is the subject of an investigation for misconduct will not be denied or have a promotion delayed unless it is necessary to protect the mission of the Employer.

The fact that an employee has not previously applied for, or accepted ~~or resigned~~ a prior competitive merit promotion may not be considered by rating panels, screening panels or selecting officials in the evaluation of candidates or as a basis for selection or non-selection.

### **Section 4413**

If an employee was improperly omitted from a certificate, he/she will receive priority consideration for the next appropriate merit promotion vacancy for which he/she is qualified. An appropriate merit promotion vacancy is one in the same geographical location with the same title, occupational series, grade, and career ladder that has the

same promotion opportunities as the position for which the employee received improper consideration.

Priority consideration means that the employee's application will be submitted to the selecting official before the selecting official reviews the applications of any other qualified applicants. An employee is entitled to only one priority consideration under this Section.

If two or more employees are entitled to priority consideration for the same merit promotion, their names will be submitted to the selecting official in alphabetical order, accompanied by their application materials.

If a priority consideration applicant is not selected, the Employer will prepare a written statement of the reasons why. Upon request, a copy of this statement will be provided to the employee within twenty (20) calendar days.

### **Section 1514**

~~Upon completion of the selection process, the following information will be submitted to the Chapter President:~~

- ~~1. Announcement number;~~
- ~~2. Whether one or multiple positions were posted;~~
- ~~3. Number of applicants referred to selecting official;~~
- ~~4. Name of selected applicant; and~~
- ~~5. Date of the selection.~~

### **Section 16**

On or before November 1 of each year, the Employer will provide the Chapter President with a report for the preceding fiscal year of the number of bargaining unit positions posted and the number of these positions filled by bargaining unit employees. This information will be listed by grades, series, and titles, and by Division/Office/Regional Office.

## **Article 17** **REASSIGNMENTS**

### **Section 1**

The Employer has the right to reassign employees based upon legitimate management considerations. The Employer will consider assertions by the employee that the reassignment will cause undue personal hardship.

### **Section 2**

- A. Prior to filling a vacant position, the Employer will, in this order:
  - seriously consider candidates for reassignment because of hardship as described below in Section 3; and
  - consider voluntary requests for reassignment as described below in Section 4.
- B. The employee must be qualified for any position to which he or she requests reassignment.

### **Section 3**

- A. The Employer agrees to seriously consider an employee's request for reassignment when the employee demonstrates that a significant hardship exists, including, but not limited to the following:
  - a serious medical condition affecting a member of an employee's immediate family, as defined in the Family Medical Leave Act;
  - access to special education or a medical facility that is not available in the employee's current commuting area;
  - the employee's spouse or life partner has received either a job in a new location or military orders to relocate outside the employee's current commuting area; and
  - the employee's hardship would be relieved by his or her reassignment.
- B. An employee desiring consideration for reassignment based upon significant hardship may submit a request to the Office of Human Resources. ~~-~~The employee must provide appropriate documentation concerning the situation or condition that gave rise to the significant hardship request along with his or her resume / application and most recent performance appraisal. The employee must indicate the specific bargaining unit position and Division/Office/Regional Office to which he or she seeks reassignment.
- C. A request under this Section will be forwarded by the Office of Human Resources to the Division/Office/Regional Office specified in the reassignment

request within one (1) week of receipt. -The request will remain active for a period of six (6) months from the date that the employee's application package (as outlined above) is forwarded by the Office of Human Resources to the Division/Office/Regional Office specified in the reassignment request. -After six (6) months, a request will no longer be in effect unless the employee has updated it.

- D. Nothing in this Article precludes an employee from applying for a position in response to a vacancy announcement.

#### Section 4

- A. The Employer will consider an employee's request for voluntary reassessments.
- B. If an employee requests voluntary reassignment, he or she must submit a current resume and most recent performance appraisal to the Office of Human Resources for each reassignment request. Each reassignment request must indicate the position(s) sought. -While the Employer will continually accept reassignment requests throughout the year, it will only forward a list of requests to the appropriate Divisions/Offices/Regional Offices as vacancies arise, immediately prior to the vacancy being posted, three (3) times a year (as soon as possible after April 30<sup>th</sup>, August 31<sup>st</sup>, December 31<sup>st</sup>) The Union will be provided with a copy of the list at the same time.

- C. The Agency shall publish a notice in SEC Today on a quarterly basis that informs employees of the availability of the reassignment program. The Agency shall provide the Union with an annual report of all reassignment requests, including the name of each employee who requested reassignment; the employee's grade, position and current office; the office/position to which the employee requested to be reassigned; and whether or not the employee was reassigned. In addition, the Union may request and receive at any time a list of all requests for voluntary and hardship reassessments that are then pending.

~~For example, if a staff attorney in the Division of Market Regulation wishes to transfer to the Division of Enforcement at the Atlanta Regional Office, he or she would submit his or her resume to the Office of Human Resources indicating that he or she would like to be considered for a Division of Enforcement staff attorney position in the Atlanta Regional Office. If the resume is received on February 15th, it will be forwarded, as soon as possible after April 30th, to the Atlanta Regional Office along with all other resumes of excepted service employees who wish to be considered for positions in the Atlanta Regional Office received by the Office of Human Resources between January 1st and April 30th. The employees on this list will be considered for reassignment for a period of four (4) months~~

~~after the Atlanta Regional Office receives the list. A staff attorney in the Division of Enforcement (Headquarters) requesting reassignment to the Division of Enforcement at the Atlanta Regional Office, would follow the same procedures. A staff attorney in the Division of Investment Management requesting reassignment to a different office within the Division of Investment Management would follow the same procedures. Each list will be under consideration for a period of four (4) months after receipt by the appropriate Division/Office/Regional Office.~~

- D. Nothing in this Article precludes an employee from applying for a position in response to a vacancy announcement.

## **Section 5**

- A. In reviewing requests from employees who have requested voluntary reassignment because of hardship or otherwise, the Employer will consider reassignment requests as described in Section 2 of this Article. The Employer will consider requests for reassignment as described in Sections 3 and 4 of this Article prior to filling a position with a candidate from outside the bargaining unit. Nevertheless, nothing in this Article precludes the Employer from continually considering and interviewing external candidates for positions in the bargaining unit.
- B. While the selecting official will review reassignment requests as described above in Section 2 of this Article, the selecting official or the hiring committee is not precluded from beginning its consideration of employees on the voluntary reassignment list before making a final decision on whether to select or not select employees who have requested reassignment for hardship reasons. Furthermore, the selecting official or hiring committee is not precluded from beginning its consideration of candidates from other sources before making a decision on whether to select or not select employees who have requested voluntary reassignment. Nothing in this Article precludes the selecting official or hiring committee from selecting an employee from any of the active reassignment lists it has previously considered.
- C. If an employee has already been considered and not selected for a particular position, the same selecting official or hiring committee may reconsider him or her for the same position if another vacancy exists, but is not required to do so. Nevertheless, the Employer encourages the reconsideration of employees on these lists, even those employees previously passed over for a particular vacancy. The Employer will seriously reconsider hardship reassignment requests in connection with each vacancy.
- D. The selecting official can interview all, some, or none of the employees on the

voluntary reassignment lists. ~~If the selecting official interviews fewer than all employees on a voluntary reassignment list, he or she must be able to articulate why he or she chose to interview that employee (or employees).~~

- E. ~~When the voluntary reassignment lists expire, the Employer will notify each employee on the list that the list has expired, that he or she was not selected, and that he or she may submit a request for reassignment. When an employee is not selected for a vacancy in an office to which he or she has requested a reassignment, the Employer will notify the employee that he or she was not selected and that he or she may resubmit a request for reassignment.~~

## **Section 6**

- A. Unless a reassignment is directed for a specific employee(s) for legitimate management considerations, the Employer will follow the following procedures prior to effecting an involuntary reassignment of an employee(s).
1. The Employer will determine which employees are qualified for the reassignment.
  2. The Employer will solicit volunteers from within the pool of qualified employees.
  3. If there are more volunteers than needed, the Employer will reassign the employee(s) with the greatest amount of Agency seniority.
  4. If there are not enough volunteers, the Employer will reassign the employee(s) with the least amount of Agency seniority.
- B. As soon as practicable, the Employer agrees to give an employee who will be involuntarily reassigned ~~reasonable~~ advance notice setting forth the reasons for the reassignment.

## **Section 7**

The provisions of this Article will not apply to any reassignment resulting from a major reorganization, restructuring or closing of Divisions/Offices/Regional Offices. In such cases, the Employer agrees to provide the Union with advance notice of an opportunity to bargain in accordance with the requirements of Article 40 (Office Relocations and Openings) and/or Article 6 (Mid-term Bargaining) of this Agreement.

## **Article 25**

### **Student Loan Repayment Program**

#### **Section 1**

- A. The Employer will offer a Student Loan Repayment Program (SLRP) pursuant to its authority under 5 § U.S.C. 4802(d), subject to the availability of funds. The purpose of the SLRP is to recruit or retain highly qualified personnel by assisting them in repaying a portion of their federally insured qualifying student loans (as defined herein) that are outstanding at the time the Employer and employee enter into a service agreement, as provided in Section 5 below.
- B. The Parties will retain the SLRP Joint Committee of Labor and Management representatives that will meet at least annually to review the operations of the Agency's program, and to make recommendations to the Employer regarding how the program might be improved.
- C. For purposes of the SLRP, the term student loan refers to:
  1. A loan made, insured, or guaranteed under parts B, D or E of title IV of the Higher Education Act of 1965; or
  2. A health education assistance loan made or insured under part A of title VII of the Public Health Service Act or under part E of title VIII of that Act.
- D. There is no entitlement to participation in the SLRP. Repayment of student loans by the Employer is subject to budgetary considerations and is at the Employer's discretion. Nevertheless, when selecting employees to receive loan repayment benefits, the Employer will:
  1. Adhere to merit system principles;
  2. evaluate the Employee's qualifications; and
  3. ensure that benefits are awarded in a fair and equitable fashion, without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, marital status, age, or handicapping condition.

#### **Section 2**

- A. Subject to budgetary considerations, the Employer may grant a student loan benefit to any employee who: (i) meets the eligibility requirements in Section 3; and (ii) significantly contributes to the Employer's mission to protect investors and maintain the integrity of the securities markets.
- B. An employee must submit an application for consideration in the SLRP. The application must describe how he or she satisfies the baseline criteria for participation in the SLRP set forth herein in Section 3. All approved loan repayments made pursuant to this Article must be supported by a written justification from the employee and approved by the

employee's supervisor. The written justification shall refer to the relevant criteria.

### **Section 3**

To be eligible for participation in the SLRP, an employee must maintain an "Accomplished Performer" level of performance, and sign a service agreement, in which he/she agrees to:

1. Complete three years of service with the Employer, which will commence on the date of the first repayment;
2. Complete one additional year of service with the Employer for each additional year of repayment received if the employee continues to meet the criteria specified herein in Section 2 and loan repayments continue beyond the first twelve months; and
3. Reimburse the Employer for loan repayments under such circumstances as set forth in Section 4 below.

### **Section 4**

An employee who receives loan repayments and fails to complete the required service as set forth in Section 3 above because he/she is separated involuntarily for misconduct, unacceptable performance, or a negative suitability determination, or leaves the Employer voluntarily, will be indebted to the Federal Government and must reimburse the Employer for the total amount of any student loan repayments he/she received, except that:

1. An employee who fails to complete the period of employment established under a service agreement because he/she leaves the Employer voluntarily to enter into the service of another federal agency will not be required to reimburse the Employer for the amount of any student loan repayment benefits he/she received;
2. A right of recovery of an employee's debt may be waived, in whole or in part, by the Employer if the Employer determines, in its sole discretion, that recovery would be against equity and good conscience or against the public interest; and
3. An employee who fails to complete the period of employment because he/she is involuntarily separated for reasons other than misconduct or performance will not be required to reimburse the Employer.

### **Section 5**

Subject to budgetary considerations, the amount of loan repayment paid by the Employer on behalf of an employee participating in the SLRP is subject to both of the following limits (in each case, less taxes due): (i) \$10,000 per employee per calendar year; and (ii) a total of \$60,000 per employee. Within these limits, the Employer may repay more than one eligible loan for a recipient.

If insufficient funds are allocated to the SLP for all selected employees to receive the maximum yearly limit or the maximum amount they are eligible for, they will receive all repayment amounts allocated to the SLP on a pro rata basis.

## **Section 6**

- A. Loan repayments made by the Employer on behalf of an employee participating in the SLP will not exempt an employee from his/her responsibility or liability for any of his/her loans. Student loan repayments made on behalf of an employee are taxable.
- B. The Employer will strive to honor any request made by an employee regarding the form and timing of any tax withholdings; however, the Employer does not have the discretion to make tax payments outside IRS regulations.

## **Section 7**

The Employer will make loan repayments under the SLP by direct payment to the holder of the loan on behalf of the employee.

## **Section 8**

All nominations made pursuant to this Section must be supported by written justification, which shall refer to the relevant criteria. An employee's supervisor may nominate a particular employee for the Program; otherwise employees may nominate themselves for selection in the Program.

## **Article 27** **ANNUAL LEAVE**

### **Section 1**

Employees will earn and use annual leave in accordance with applicable laws, rules, and regulations and this Article.

### **Section 2**

An employee will submit annual leave requests via the electronic time and attendance system. An employee should submit his or her request for annual leave for periods of five (5) or more consecutive workdays normally at least ten (10) calendar days in advance of the requested leave. If the Employer expects that there will be a need to limit the number of employees on leave (or the length of their leave), the Employer will request leave plans from employees and set a deadline for those plans. Requests for annual leave will be approved or denied by the date the leave is needed, but no later than ten (10) work days after receipt of the request (or after the deadline if other employees are requested to submit requests for the same time). Annual leave may be requested and used in fifteen (15) minute increments.

### **Section 3**

An employee will request the Employer's approval of the use of annual leave in advance of the requested leave. When the employee is unable to come to work and must request unscheduled annual leave, the employee must request his/her supervisor's approval of the annual leave as soon as practicable, normally within one hour after the employee's scheduled start time that day but no later than 10 a.m. If the employee is unable to contact his or her supervisor, he/she will leave a message regarding the unscheduled annual leave and will leave a phone number where he/she can be contacted. The employee will promptly submit a leave request in the electronic time and attendance system documenting his/her unscheduled annual leave upon his/her return to work.

### **Section 4**

The Employer will approve an employee's request for annual leave unless the employee's absence would have an adverse effect on staffing, workload or mission requirements. Requests for annual leave will normally be processed by the Employer on a first received basis. However, when the Employer has pending two or more requests for annual leave and determines that all cannot be granted due to staffing, workload or mission considerations and all other relevant factors are equal, the Employer will give preference to employees in order of Agency seniority.

## **Section 5**

Beginning in leave year 2019, the Employer will allow all bargaining unit employees to carry over to the next leave year a maximum of 360 hours of accrued annual leave. The Employer will issue an annual memorandum notice to all employees advising them of the 360 hour regulations concerning "use or lose" annual leave ceiling.

## **Section 6**

When an employee's annual leave balance has been exhausted, the Employer will consider an employee's written request for advanced annual leave.

## **Section 7**

An employee may submit a request to change previously approved annual leave to sick leave where sick leave is appropriate. The Employer's decision regarding an employee's request will be governed by relevant provisions of Article 28 (Sick Leave).

## **Section 8**

The Employer will not rescind previously approved annual leave unless circumstances exist that were not foreseen or could not reasonably have been foreseen at the time approval was given and the employee's absence would have a significant adverse effect on staffing, workload or mission requirements. Upon written request, the Employer will provide the employee with written reasons for the rescission.

## **Section 9**

The Employer will not deny requests for annual leave in lieu of discipline. The Employer will not consider the use of approved annual leave in preparing the employee's written performance appraisal.

## Article 30

### Excused Absences/Administrative Leave

#### **Section 1**

For purposes of this article, administrative leave is an excused absence from duty without loss of pay or charge to leave.

#### **Section 2**

When the Employer grants excused absence (administrative leave)~~an excused absence is administratively granted because of weather conditions or other similar reasons~~, and the period of excused absence is preceded and/or followed by official work time, in order to be excused, the employee must be in an active duty status immediately before or after the period of the excused absence. The Employer Reasonable efforts~~will be made make reasonable efforts~~ to promptly inform all employees of an excused absence. Administrative leave ~~This provision~~ does not apply to personnel designated in writing to report for work during emergency situations.

An employee has no entitlement to excused absence when the employee's duty station is open. However, if an employee is going to be unavoidably delayed or prevented from arriving to work due to an emergency situation, including severe weather conditions, natural disasters, and public emergencies, the Employer may, in its discretion, grant the employee's request for a reasonable amount of excused absence. ~~Such requests may be granted for a part or all of the employee's workday~~. The Employer may require the employee to submit reasonably acceptable documentation that the employee made reasonable efforts to reach work, but that emergency conditions prevented arrival or timely arrival. An emergency situation is one that is general rather than personal in scope and impact.

The Employer will reasonably consider each employee's request for excused absence, based on factors such as the amount of advance notice of the intervening event that caused the delay, distance, the availability of alternative modes of transportation, and the success of other employees in similar situations.

An employee is obligated to contact his/her supervisor as early as practicable to explain his/her circumstances and provide an estimated time of arrival at work.

#### **Section 3**

A. Administrative leave should be used sparingly during an office closure because of weather and safety issues. When an emergency condition results in the closure of an SEC 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.

- B. If an employee with a telework agreement is unable to perform his or her required duties safely at his/her approved telework location on account of the same emergency condition which resulted in the SEC 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 SEC may, at its discretion, grant the employee paid administrative leave.
- C. If, in the SEC's judgment, the emergency condition could not reasonably be anticipated, the SEC may provide paid administrative leave under this subpart to the extent an employee was not able to prepare for telework and is otherwise unable to perform productive work at the telework site.

In making this determination, the SEC must evaluate whether:

- (1) the emergency condition could be reasonably anticipated; and
- (2) 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 SEC may not provide weather and safety leave, and the employee would need to use other appropriate paid leave, paid time off, or leave without pay.

- D. 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, which was previously approved for the employee.
- E. The SEC will not require an employee to use their own leave during an office closure. However, if the SEC cannot grant administrative leave pursuant to Section 3(C) above, the employee may request to use accrued leave; if the employee does not request to use accrued leave, the employee will be in a Leave Without Pay (LWOP) status. Nothing in this Section preempts a telework-ready employee from requesting personal leave, in lieu of required telework, during an SEC office closure (e.g., to care for a child or an elderly parent).
- F. When an emergency affects only the Alternative Worksite for a major portion of the workday, the teleworker is expected to report to the Official Duty Station or request supervisory approval of annual leave, compensatory time, credit hours if on a flexible work schedule, or leave without pay.

G. When an employee knows in advance of a situation that would preclude working at the Alternative Worksite, the employee must either come to the Official Duty Station or request leave.

## **Section 4**

A supervisor may approve an employee's request to *ad hoc* telework for a full day or partial day in the event the government is open with the option of unscheduled leave/unscheduled telework or in the case of late opening or early departure. This may occur when an employee with a current SEC approved telework agreement is able to maintain business continuity but cannot safely commute to and from the Official Duty Station.

## **Section 543**

When the SEC announces an early dismissal of employees for non-emergency conditions such as on the day prior to a Federal holiday, employees who are teleworking will be excused.

## **Section 6**

An emergency employee is an employee who has been designated, in writing, by the head of his/her office to report for work and continue critical operations during early dismissal, delayed opening, and closure days. Designated emergency employees should be notified annually of such designation. If an emergency employee is in an approved leave status during all or part of the closure, that employee will normally be allowed to remain in an approved leave status.

When the Employer determines that an emergency employee will be designated from a pool of qualified bargaining unit employees, volunteers will be solicited from that pool.

If there are an insufficient number of volunteers, selections of employees who are qualified for this assignment will normally be based on their proximity to the office. The Employer also will consider an employee's hardship request for exclusion from designation as an emergency employee.

## **Section 754**

An employee may be granted, on a one-time basis, administrative leave up to three (3) days to sit for a professional examination where that examination is job-related. Additionally, administrative leave may be granted up to one day when travel is required to take the examination outside the metropolitan area of the employee's duty station.

Employees granted administrative leave under this Section are not entitled to

reimbursement of travel expenses.

## Section **865**

- A. The Employer agrees to approve a leave of absence to one (1) employee elected to a position of national officer of the National Treasury Employees Union for the purpose of serving full-time in the elective position. Such a leave of absence will be for a period concurrent with the term of office of the elected official and will automatically be renewed by the Employer upon notification in writing from the elected official that he or she has been re-elected and wishes to continue in a leave of absence status. The Employer agrees to make every reasonable effort to grant the above referenced leave, consistent with the Employer's workload, staffing or mission requirements. If the request is denied, the Employer will notify the employee in writing of the reasons therefore.
- B. The Employer agrees to approve a leave of absence for one (1) employee for the purpose of serving in a full-time appointive position for the Union. The term of absence will not exceed twelve (12) months. The Employer agrees to make every reasonable effort to grant the request, consistent with the Employer's workload, staffing or mission requirements. If the request is not granted, the Employer will notify the employee and the National Office of NTEU, in writing, of the reasons why the request has been denied.
- C. The foregoing leave of absence is subject to the following conditions:
  1. It is served without pay.
  2. Subject to its right to assign work, the Employer will accomplish the following upon expiration of the leave:
    - a. to the extent possible, place a returning employee in the position (same grade, series, group) he or she held at the time the leave began; or
    - b. failing the above, the Employer will place the employee in a position for which he or she is qualified at the same grade held by the employee at the time he or she commenced the leave of absence.

## Section **976**

Employees who return from active military service in support of Overseas Contingency Operations (OCO) are entitled to five (5) days of administrative leave each time they return from active military duty. In order to receive the five (5) days of administrative leave, employees must spend at least forty-two (42) consecutive days on active duty in support of OCO. A returning employee is authorized to use this administrative leave only once during a twelve (12) month period beginning after the first use of the excused absence. This provision must be applied consistent with current published OPM guidance.

## **Article 40**

### **OFFICE RELOCATIONS AND, OPENINGS, AND SPACE**

#### **Section 1**

This Article applies to the physical move to different office space of full or partial Divisions/Offices/Regional Offices, or the opening of new office space. This Article applies only to moves of bargaining unit employees.

#### **Section 2**

- A. When the Employer has made a final decision to relocate a full Division/Office/Regional Office or all employees at a current location, or open office space in a new building, the Employer will provide written notice of the move/opening to the Union as soon as possible, generally not fewer than thirty (30) calendar days in advance of the projected moving/opening date. The notice will include relevant and necessary information the Employer may have pertaining to the configuration of the physical space contemplated in the move/opening (including a floor plan). Further, upon request, the Employer will provide the Union with a walk-through inspection of the physical space.
- B. The Union will have twenty-one (21) calendar days after notification in which to submit to the Employer its negotiable proposals concerning the move/opening. Within seven (7) calendar days thereafter, the Employer and Union will commence bargaining. If, under 5 U.S.C. §7106(a)(2)(D), the Employer is required to move to or open new space before concluding negotiations, the parties will continue negotiations and the Employer will implement any resulting agreements promptly.

#### **Section 3**

- A. When the Employer has made a final decision to relocate less than a full Division/Office/Regional Office and that relocation will have more than a *de minimis* impact on bargaining unit employees:
  - the Employer will provide written notice to the Union of the move of ten (10) or fewer bargaining unit employees at least seven (7) calendar days in advance of the projected moving date; and
  - the Employer will provide written notice to the Union of the move of more than ten (10) bargaining unit employees at least twenty-five (25) calendar days in advance of the projected moving date.
- B. The written notice will include relevant and necessary information the

Employer may have pertaining to the configuration of the physical space contemplated in the move. Further, upon request, the Employer will provide the Union with a walk-through inspection of the physical space.

- C. The Union will have ten (10) calendar days after notification in which to submit to the Employer its negotiable proposals concerning the move. Within seven (7) calendar days thereafter, the Employer and the Union will commence bargaining. If, under 5 U.S.C. §7106(a)(2)(D), the Employer is required to move to or open new space before concluding negotiations, the parties will continue negotiations and the Employer will implement any resulting agreements promptly.

## **Section 4**

- A. During any bargaining over the assignment of new or existing office space, including but not limited to realignments, reassessments or reorganizations, the Employer retains the right to determine which offices:
1. Will be occupied by any individuals who are not in the bargaining unit; however, the Employer will not displace any bargaining unit employee from their currently assigned office space with a contractor without first negotiating with the Union;
  2. Are available for shared space.

- A.B. The Union shall determine the order in which bargaining unit employees select offices from the available footprint using a seniority system devised at its discretion.

## **Section 5**

The Employer will provide the following, as relevant and necessary, to the Union:

- The names of the unit employees who will be moved, and when they are scheduled to move;
- A description of the assistance that will be provided to employees, including those with disabilities, in preparing for the move; and
- A description of the provisions for supplying boxes and other supplies to employees for the purposes of packing personal items and/or otherwise assisting in preparation for the move

## **Section 6**

Employees who are regularly scheduled to be in the office for:

- (1) five days or fewer per pay period, management may require them to share an office in the event that there is a division or office-wide space shortage or planned physical reconfiguration of space in the employees' division/office; and
- (2) four days or fewer per pay period, management may require them to hotel in the event that there is a division or office-wide space shortage or planned physical reconfiguration of space in the employees' division/office, except for Union Stewards.

The Employer will not adjust current office space assignments short of a space shortage or a planned physical reconfiguration of space, unless otherwise mutually agreed by the Parties.

Once provided an available office space list in accordance with Section 4(A), the Union will conduct the selection process for shared work space using those offices slated to be shared space. An employee may elect to hotel rather than share work space. An employee who ends a regular schedule that requires office sharing or hoteling is not guaranteed to return immediately to an unshared or shared office.

## **Section 7**

Employees may be granted up to four days of administrative leave for making arrangements to move, including packing and unpacking, provided that the employee's new duty station is at an SEC office that is located more than 100 miles away from the employee's current duty station.

**Article ~~44~~~~XX~~**  
**Professional Dues Reimbursement Program**

**Section 1**

- A. Subject to the availability of funds, the Employer will offer Professional Dues Reimbursement (PDR) for dues employees pay in connection with holding professional licenses and/or credentials, to the extent:
  - 1. The Employer or OPM establish that employees are required to be members of particular professional societies and/or organizations (for example, attorneys and CPAs) in order to be employed in a SEC position; or
  - 2. As a practical matter, the SEC encourages employees to hold professional licenses and/or credentials (for example, Certified Fraud Examiners) that will be used in the performance of their job duties.
- B. Employees not classified as SK-0905 attorneys are eligible for reimbursement through the PDR Program for dues to maintain their bar licenses, provided the criteria in Section 1(A)(2) are met. The Employer agrees that Accountants and Examiners are encouraged to maintain an active bar license.

**Section 2**

- A. Each calendar year, employees may submit PDR requests on a rolling basis, as the employee pays his or her dues for professional licenses/credentials. Requests must be submitted within 180 days of the end of the calendar year to which they apply. For example, a request for reimbursement of bar dues covering the period July 1, 2015, through June 30, 2016, would be due no later than June 30, 2017.
- B. To be eligible for PDR, the requestor must be an SEC employee at the beginning of the period covered by the certification/license or approved membership and on the date requesting reimbursement.
- C. All SK-0905 attorneys must annually self-certify that he or she maintains active licensure in one or more U.S. jurisdictions.
- D. Any employee seeking reimbursement for a bar or certified public accountant license must annually self-certify that he or she maintains active licensure in one or more U.S. jurisdictions.

**Section 3**

- A. Qualified bargaining unit employees are eligible to receive a maximum benefit of \$400 per reimbursement year.
- B. The employer will reimburse employees for fees required to maintain active professional

certifications and licenses.

- C. Fees for maintaining inactive certifications and licenses, voluntary contributions, and voluntary section/chapter dues are not reimbursable through the PDR Program.
- D. The employer will not reimburse for fees required to take licensing examinations or obtain professional credentials and licenses.

#### **Section 4**

- A. A request to include a certification/license not covered under the PDR Program should be submitted in writing through the askHR system. The written request must include a description of:
  1. The certification;
  2. The requirements needed to obtain the certification; and
  3. How the certification pertains to the employee's position at SEC.

#### **Section 5**

All PDR approvals under this Article will be made consistent with 5 U.S.C. §§ 5757 and 5946. The list of certifications that are currently reimbursed by the Agency is attached as Appendix 1. The list will remain in effect for the duration of this Agreement, but may be expanded at management's discretion.

## **Appendix 1: Approved PDR Certifications as of November 1, 2018**

<u>Abbreviation</u>	<u>Description</u>
	State Bar Licenses
	State Professional Geoscientist Licenses
	Engineering & Science Licenses/Credentials
ACP	NALA Advanced Certified Paralegal
AICPA	American Institute of Certified Public Accountants
CAIA	Chartered Alternative Investment Analyst
CAMS	Certified Anti-Money Laundering Specialist
CAP	Certified Analytics Professional
CBCP	Certified Business Continuity Professional
CCIE	Cisco Certified Internetwork Expert Certification
CCISO	Certified Chief Information Security Officer Certification
CCP	Certified Computing Professional
CEDS	Certified E-Discovery Specialist
CEH	Certified Ethical Hacker Certification
CERA	Chartered Enterprise Risk Analyst
CFA	Chartered Financial Analyst
CFA	Certified Financial Analyst
CFCE	IACIS Certified Forensic Computer Examiner
CFE	Certified Fraud Examiner
CFF	Certified Financial Forensics (requires AICPA membership)
CFP	Certified Financial Planner
CGEIT	Certification in the Governance of Enterprise Information Technology

## **Appendix 1: Approved PDR Certifications as of November 1, 2018**

CGFM	Certified Government Financial Manager
CGMA	Chartered Global Management Accountant
CIA	Certified Internal Auditor
CICA	Certified Internal Controls Auditor
CIMA	Chartered Investment Management Analyst
CIPM	Certificate in Investment Performance Measurement
CIPP/G IAPP	Certified Information Privacy Professional-Government
CIPP/M IAPP	Certified Information Privacy Manager
CISA	Certified Information Systems Auditor
CISM	Certified Information Security Management
CISSP	Certified Information Systems Security Professional
CMA	Certified Management Accountant
CMath	Chartered Mathematician
COEE	Certified Office Ergonomics Evaluation Technical Certification
COMP	Computing Technology Industry Association (CompTIA) Security+
CPA	State Certified Public Accountant Licenses
CRCP	Certified Regulatory and Compliance Professional
CRISC	Certification in Risk and Information Systems Control
CSCP	Certified Securities Compliance Professional
CVA	Certified Valuation Analyst
EnCE	Encase Certified Examiner
FCPA	Forensic Certified Public Accountant (CPA)
FITSP	Federal IT Security Program

**Appendix 1: Approved PDR Certifications as of November 1, 2018**

FRM	GARP/PRMIA Financial Risk Manager
GIAC	Global Information Assurance Certification Certified Incident Handler (GCIH)
IACCP	Investment Advisor Certified Compliance Professional
ISACA	Information Systems
ICS2	Information Systems Control 2
MAFF	Master Analyst in Financial Forensics
PE	Professional Engineer
PMP	PMI Project Management Professional
RIMS-CRMP	RIMS-Certified Risk Management Professional

## **Article 51**

### **REMOTE TELEWORK TRIAL PROGRAM**

#### **Section 1 - Definitions**

- A. **Alternative Worksite:** A location in the employee's home, designated by the employee as the location they will use to perform their official SEC duties, or another location approved by the SEC (e.g., telework center).
- B. **Official Duty Station:** An employee's Official Duty Station is his or her official worksite as defined by applicable Office of Personnel Management (OPM) regulations, particularly 5 C.F.R. §531.605.
- C. **Remote Official Duty Station:** An approved alternative worksite within the Continental United States, located more than a 200 mile radius from the employee's Reporting Office. It may be an employee's home or another location approved by the SEC (e.g., telework center).
- D. **Remote Teleworker:** An employee approved to perform their official SEC duties at a Remote Official Duty Station and be bound by the terms of this Remote Telework Trial Program.
- E. **Remote Telework Agreement:** A written agreement, completed and signed by a Remote Teleworker and appropriate official(s) in his or her Division/Office that outlines the terms and conditions of the telework arrangement.
- F. **Remote Telework Panel:** A panel comprised of three management representatives that is responsible for: (1) recommending whether to approve or deny an employee's request to become a Remote Teleworker; and (2) overseeing the implementation of the Remote Telework Trial Program.
- G. **Remote Telework Trial Program:** The program described herein is intended to allow management flexibility for retaining talent, maintaining continuity of operations, and meeting mission goals while creating enhanced work-life benefits for employees. The Remote Telework Trial Program will commence within 90 days of the effective date of this agreement and cover the duration of the CBA, or no more than three years if the duration of the CBA is extended. Following that period, the Remote Telework Trial Program will be reviewed in accordance with Section 8, below.
- H. **Reporting Office:** The SEC office (Headquarters or a regional office) to which an employee is assigned within his or her respective Division/Office.

- I. Telework: The performance of official duties at an alternative work site (i.e., home or other satellite work location).

## **Section 2 - Eligibility**

- A. Bargaining unit employees from the Division of Corporation Finance, the Division of Economic and Risk Analysis, the Office of Compliance Inspections and Examinations, and the Office of Credit Ratings will be eligible to participate in the Remote Telework Trial Program.
- B. In order for bargaining unit staff from the Division of Corporation Finance, the Division of Economic and Risk Analysis, the Office of Compliance Inspections and Examinations, and the Office of Credit Ratings to be eligible to participate in the Remote Telework Trial Program, the following initial criteria must be met:
  1. The employee must have expanded telework experience of at least 12 months at the time of his or her application;
  2. The employee must be rated as “Acceptable” or its equivalent rating; and
  3. The employee must obtain the consent of his or her first-line supervisor. When determining whether to provide his or her consent, the first-line supervisor will consider the requesting employee’s prior telework experience, mission, staffing, and workload requirements, in addition to any performance or conduct issues.
- C. The Remote Telework Trial Program shall be capped at 75 employees who meet the eligibility criteria above, including temporary and legacy employees referenced in Sections 6 and 7, below. No more than 25 employees will be from the Division of Corporation Finance. Admission to the Remote Telework Trial Program shall be on a rolling basis until the slots are filled or until no later than 12 months prior to the expiration of the CBA, whichever occurs first. If the cap is reached, employee requests will be considered on a first-come, first-serve basis as slots vacate.
- D. Notwithstanding the criteria outlined in Section 2B, the Chief Operating Officer, in his or her sole discretion, may permit any bargaining unit employee to participate in the Remote Telework Trial Program when the Chief Operating Officer determines doing so is in the best interests of the SEC. These employees will not be counted toward the cap in Section 2C.
- E. In order to remain eligible for Remote Telework, all Remote Teleworkers agree to and acknowledge the following:

1. Remote Teleworkers agree to take telework specific training and follow procedures set forth for returning to their Reporting Office, including travel and hotel space reservations.
2. Remote Teleworkers agree that all provisions of the CBA apply to them except as set forth herein. This includes, but is not limited to: Telework expectations for the use of technology, responsiveness, engagement, office space, returning to the Reporting Office, performance, work during weather events and other office closures, and compliance with the terms and conditions of the Remote Telework Agreement.
3. Remote Teleworkers' locality pay shall be adjusted in accordance with 5 C.F.R. §531.605.
4. Remote Teleworkers agree to travel to an SEC office location of management's choosing upon request when his or her supervisors determine that there is a business need to do so. Nothing precludes management from directing a Remote Teleworker to travel within 48 hours due to the need to meet mission critical objectives. However, management shall provide as much advance notice as is practicable in such situations.
5. In addition to travel for a business need, Remote Teleworkers agree to return to the Reporting Office up to four times per calendar year for a total of up to twelve full work days, not including travel time, at the request of his or her supervisor. When possible, the supervisor will provide a minimum of two weeks' notice for such trip. All return trips must be approved in advance by the supervisor.
6. Remote Teleworkers agree that they will not be entitled to any travel, moving, or relocation expenses associated with moving to his or her Remote Official Duty Station or returning from the Remote Official Duty Station if the SEC terminates or suspends the Remote Teleworker's Remote Telework Agreement pursuant to Section 4B.
7. Remote Teleworkers shall adhere to the core hours of their Reporting Office unless otherwise instructed by their supervisor.
8. In the event a Remote Teleworker is unable to work from his or her Remote Official Duty Station, the Remote Teleworker agrees to take leave until the ability to work is restored. The Remote Teleworker is required to contact his or her supervisor to report the situation as soon as possible and alert the supervisor to any work items requiring coverage or reassignment. The Remote Teleworker may also arrange for travel to their Reporting Office until capability to work from his or her Remote Official Duty Station is restored. If a Remote Teleworker experiences repeated prolonged outages, management may request the Remote Telework Panel evaluate the practicality of the Remote Official Duty Station for meeting the SEC's goals of continuity of operations

and meeting mission goals. The Remote Telework Panel will engage the Remote Teleworker to discuss whether a more reliable Remote Duty Station is required. The Agency reserves the right to suspend or terminate the Remote Teleworker's Remote Telework Agreement accordingly.

### **Section 3 - Procedures for Requesting Remote Telework**

- A. The employee must fill out an application designating their proposed Remote Official Duty Station. If approved, the employee must relocate to an address within the same OPM-defined locality pay area and no more than 20 miles from the approved location within 90 days. If the employee has not relocated within 90 days, the employee must submit a new application for consideration.
- B. The employee must provide the Remote Telework Panel:
  1. Evidence of an "Acceptable," or its equivalent, performance rating for the latest performance period;
  2. Evidence of his or her supervisor's written consent as referenced in Section 2B(3);
  3. A print out from WorkSmart demonstrating expanded telework experience of at least 12 months; and
  4. Evidence of the completion of remote telework training, as established by the Remote Telework Panel.
- C. The Remote Telework Panel will evaluate an employee's request to become a Remote Teleworker in the Remote Telework Trial Program and give appropriate consideration to: (1) the employee's prior telework experience, including whether the employee's position is otherwise eligible for and conducive to remote telework; (2) mission, staffing, and workload requirements; and (3) whether the requesting employee's participation in the Remote Telework Program will further the SEC's goal of retaining the talent and skills necessary to achieve the Agency's mission. The Panel will make a recommendation to the Chief Human Capital Officer who will decide whether or not the employee should become a remote teleworker.

### **Section 4 - Change of Address and Exiting the Remote Telework Trial Program**

- A. Change of Address: A change in an approved Remote Official Duty Station is preauthorized as long as the new location is within the same city, or in a neighboring city or town within the same OPM-defined locality pay area, and travel costs and commute times do not increase the SEC's costs. If the intended new Remote Official Duty Station is not within the same city, or in a neighboring city or town within the same OPM-

defined locality pay area, the Remote Teleworker must submit a request to change his or her Remote Official Duty Station in writing to the Remote Telework Panel for approval. If a Remote Teleworker's request for a change in his or her Remote Official Duty Station is not approved, the Remote Teleworker will be required to continue working at an alternative worksite located in the current Remote Official Duty Station's locality pay area or return to their Reporting Office.

- B. Suspension/Termination: The SEC may suspend or terminate a Remote Teleworker's Remote Telework Agreement under the same circumstances that apply to regular teleworkers as set forth in Article 11 of the CBA. If a Remote Teleworker is removed from the Remote Telework Trial Program, he or she will be given 30 days to return to his or her Reporting Office. After 30 days, the employee will be considered AWOL if he or she has not returned to his or her Reporting Office or received supervisory approval to take leave. Employees who have their Remote Telework Agreement suspended or terminated will not be entitled to any travel, moving, or relocation expenses.
- C. Withdrawal: A Remote Teleworker may choose to withdraw from the Remote Telework Trial Program and terminate his or her Remote Telework Agreement at any time. If a Remote Teleworker withdraws from the Remote Telework Trial Program, he or she must return to an approved Official Duty Station within a 200 mile radius of his or her Reporting Office. Employees who withdraw from the Remote Telework Trial Program will be subject to all terms and conditions applicable to teleworkers. Employees who withdraw from the Remote Telework Trial Program will not be entitled to any travel, moving, or relocation expenses.

## **Section 5 - Changing Positions**

Changing Job Duties or Positions: A Remote Teleworker in the Remote Telework Trial Program may remain a Remote Teleworker upon a change in position or duties provided the employee's new position allows for participation in the program. This determination will be made at management's discretion. Any Remote Teleworker that is selected by management to return to their Reporting Office for a detail, temporary assignment, or special project may do so for as long as necessary and return to their Remote Official Duty Station upon completion. Employees who return to their Reporting Office for a detail, temporary assignment, or special project will not be entitled to any travel, moving, or relocation expenses.

## **Section 6 - Temporary Remote Telework**

An employee meeting the eligibility requirements may request to participate in the Remote Telework Trial Program on a temporary basis by submitting an application with a stated end

date. The employee will be subject to all terms in the Remote Telework Trial Program, and, after the date stated on his or her application, the employee will report back to his or her Reporting Office. Employees who participate in the Remote Telework Trial Program on a temporary basis will not be entitled to any travel, moving, or relocation expenses, except with regard to travel described in Section 2E(4) and (5), above.

## **Section 7 - Legacy Employees**

Employees who currently have an approved Official Duty Station more than a 200 mile radius from their Reporting Office shall automatically become participants in the Remote Telework Trial Program and be subject to the terms described herein.

## **Section 8 - Conclusion of Remote Telework Trial Program**

- A. At the conclusion of the trial period, the Remote Telework Panel will convene and review the efficacy of the Remote Telework Trial Program in advancing the stated goals of the program. The Remote Telework Panel shall provide its findings to the Chief Human Capital Officer, Chief Operating Officer, and President of Chapter 293 of the NTEU. After reviewing the Remote Telework Panel's findings, the SEC will determine if the Remote Telework Trial Program promotes the stated goals of the program and whether it shall become permanent.
- B. Remote Teleworkers who have relocated under the terms of this Remote Telework Trial Program shall be allowed to remain in their Remote Telework locations under the terms of this agreement unless and until such agreement is superseded by an agreement between the Agency and NTEU or the Agency determines the remote nature of these teleworkers is having a negative impact on the mission of the Agency.

**Article 5244**  
**DURATION AND TERMINATION**

### **Section 1**

This Agreement will be approved or disapproved by the Employer within thirty (30) calendar days after being executed. If approved within that time period, its effective date shall be the date on which it is signed by the Employer so long as that date is within the same thirty (30) calendar days period. If the Agreement is not approved or disapproved by the Employer within the thirty (30) calendar days after being executed, it will become effective, as a matter of law, on the thirty-first (31st) calendar day after its execution.

### **Section 2**

- A. This Agreement shall remain in effect for a period of three (3) years from its effective date and shall be automatically renewable ~~to~~for additional one (1) year periods unless either Party notifies the other Party, in writing, at least sixty (60) days, but not more than one hundred five (105) days prior to the expiration date of its intention to re-open, amend, modify, or terminate this Agreement. Such written notice shall be accompanied by proposed ground rules or a statement of the provision(s) in the Agreement that the Party desires to modify.
- B. When notice of desire to re-open, amend, modify, or terminate is given, the Parties shall confer within ten (~~10~~10) business days to schedule a meeting for the purpose of negotiating ground rules for the conduct of negotiations on a new Agreement; this meeting should occur no later than thirty (30) calendar days prior to the expiration date of this Agreement. If negotiations on a new Agreement are not concluded prior to the expiration date, this Agreement shall continue in full force until a new Agreement has been approved.

### **Section 3**

~~During the thirty (30) day period beginning twenty four (24) months after A. The Parties shall work together to identify the universe of unexpired mid-term national and local Memorandums of Understanding (MOUs). Any MOUs not identified by either Party within 90 days of the effective date of this Agreement, either Party may reopen negotiations on any one (1) existing Article in will no longer be in effect.~~

- B. The Parties agree that all identified MOUs will remain in force as previously written, except that:

1. Each MOU, regardless of its language, will expire concurrently with the term of this Agreement. ~~The request; and~~
  2. Any provision of an MOU that is inconsistent with this Agreement will be superseded by this Agreement.
- C. If either Party wishes to propose a change in the working conditions established pursuant to an identified MOU or continuing practice, the Party may do so within 120 days of the effective date of this Agreement and must be in writing and shall be accompanied by specific proposals. The Parties shall begin negotiations no later than thirty (30) days after receipt of the use the applicable procedures of Article 6 to provide notice and bargain to the extent required by law.

## **Section 4**

Implementation of the new provisions of this collective bargaining agreement will occur by ~~November 18, 2013.~~January 1, 2019.