

74 FLRA No. 64

NATIONAL TREASURY
EMPLOYEES UNION
CHAPTER 337
(Union)

and

COMMODITY FUTURES
TRADING COMMISSION
(Agency)

0-NG-3675

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DECISION AND ORDER
ON A NEGOTIABILITY ISSUE

May 18, 2026

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Before the Authority: Colleen Duffy Kiko, Chairman,
and Anne Wagner and Charles O. Arrington, Members

I. Statement of the Case

This matter is before the Authority on a negotiability appeal filed by the Union under § 7105(a)(2)(E) of the Federal Service Labor-Management Relations Statute (the Statute).¹ The petition for review (petition) concerns one proposal, which would establish a remote-work program. For the following reasons, we find that the proposal affects the Agency's right to direct employees under § 7106(a)(2)(A) of the Statute,² and is not an appropriate arrangement under § 7106(b)(3) of the Statute.³ Therefore, we find that the proposal is outside the Agency's duty to bargain.

II. Background

During the COVID-19 pandemic (the pandemic), the Agency temporarily instituted maximum telework. Following the pandemic, the parties began negotiating

over "return to work."⁴ The Union submitted the proposal, and the Agency declared it nonnegotiable. The Union then filed the petition.

Subsequently, pursuant to § 2424.23 of the Authority's Regulations, Authority representatives conducted a post-petition conference (conference) with the parties and issued a written record of that conference (conference record).⁵ The Agency filed a statement of position (statement), and the Union filed a response to the Agency's statement (response). The Agency filed a reply to the Union's response (reply).

III. The Proposal

The proposal consists of seven sections, each with multiple subparts. The proposal's wording, as amended at the conference, is set forth in the appendix to this decision.⁶ For the reasons discussed below, we focus on Section 4(B) of the proposal.

A. Meaning

The proposal establishes eligibility for participation in a remote-work program and establishes the parameters of the program. The parties agree that Section 2 provides the Agency discretion to determine what positions are eligible for the remote-work program, and describes the requirements for employees to participate in that program.⁷ They also agree that Section 3 describes the criteria the Agency will consider in approving or denying a remote-work request.⁸

As to Section 4(B), the parties agree that section permits the Agency to suspend or terminate a remote employee's previously approved agreement under the same circumstances that the Agency may suspend or terminate telework agreements under an existing article of

¹ 5 U.S.C. § 7105(a)(2)(E).

² *Id.* § 7106(a)(2)(A).

³ *Id.* § 7106(b)(3).

⁴ Record of Post-Petition Conference (Rec.) at 1.

⁵ 5 C.F.R. § 2424.23. We note the Union filed the petition on August 2, 2023, before revisions to the Authority's Regulations on October 12, 2023, and August 29, 2025, took effect. Therefore, the Regulations in effect on the filing date apply throughout this decision. *See id.* § 2424.1 (noting the Authority's current negotiability Regulations apply only "to all petitions for review filed on or after August 29, 2025").

⁶ *See NTEU, Chapter 296, 74 FLRA 299, 299 (2025) (Member Wagner concurring on other grounds) (discussing part of provision in decision and setting out full text in appendix).*

⁷ Rec. at 2.

⁸ *Id.* at 3.

the parties' collective-bargaining agreement.⁹ These reasons include when an employee "[n]o longer meets the eligibility criteria"; when the employee has been the subject of a disqualifying disciplinary action; and when the employee's "[p]erformance has declined (e.g., where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but not insignificant fluctuations or declines in performance), and the decline in performance may be reasonably attributed to her or his participation in telework."¹⁰ Under Section 4(B), the remote employee would have sixty days from the date that the employee is notified of the suspension or termination from the remote program to return to the office, or the remote employee would be considered absent without leave.¹¹ Section 4(B) also states that the Agency may require an employee to report in a shorter time if "required" based on the remote employee's "infraction,"¹² which the Agency – without dispute from the Union – equates with "misconduct."¹³

B. Analysis and Conclusions

1. The proposal affects management's right to direct employees.

The Agency generally asserts that the proposal affects its right to direct employees under § 7106(a)(2)(A) of the Statute.¹⁴ The Agency argues that the proposal as a

whole would interfere with its right to direct employees because it prevents the Agency from supervising employees "with the methods it deems most appropriate, such as on-site monitoring and spot checks."¹⁵ Specifically regarding Section 4(B), the Agency claims that if it terminates an approved remote-work agreement "for any reason other than misconduct,"¹⁶ such as "eligibility,"¹⁷ the proposal "prohibits the [A]gency from requiring reporting to the previous duty station for [sixty] days[.]"¹⁸ and "virtually guarantee[s]" an employee can work remotely for sixty days.¹⁹

The Authority has held that the right to direct employees includes the right to "supervise and guide [employees] in the performance" of their job duties.²⁰ In this regard, the Authority has held that proposals precluding management from using a particular method of supervising employees' work performance – such as auditing employees' work by the use of unannounced visits and spot checking of employees' work – affect management's right to direct employees.²¹

Section 4(B) would prevent the Agency, for sixty days, from requiring a remote worker to report to work in-person at the applicable Agency office – if no employee misconduct is involved – when the Agency terminates that employee's remote-work agreement. That is, if the Agency determines that in-person supervision is the most appropriate method to supervise an employee for

⁹ *Id.* Article 11 of the parties' agreement states that: [t]he [e]mployer may temporarily suspend or terminate an employee's telework arrangement if the [e]mployer finds that the employee:

1. No longer meets the eligibility criteria in [another section of Article 11];
2. Failed to adhere to the provisions of his or her [t]elework [a]greement;
3. Has been the subject of final disciplinary action imposed by the [e]mployer which, based on the Telework Enhancement Act, disqualifies the employee from continued participation;
4. Performance has declined (e.g., where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but not insignificant fluctuations or declines in performance), and the decline in performance may be reasonably attributed to her or his participation in telework;
5. Is placed on a performance improvement plan; or
6. Fails to truthfully report time worked.

Reply, Attach. 1 at 7.

¹⁰ Reply, Attach. 1 at 7 (emphasis omitted).

¹¹ Rec. at 3-4.

¹² *Id.* at 3. In its statement, the Agency disagrees with the background information presented in the Union's petition. Statement Br. at 2. Additionally, in its statement, the Agency asserts that the conference record incorrectly stated that the Agency does not have a "CFTC Travel Services office," but "[t]his clarification does not otherwise affect the [conference record]." *Id.*; see Statement Form at 2. As these disagreements do not affect our analysis of the negotiability of the proposal, we find it unnecessary to resolve them. *NAGE, Loc. RI-134*, 73 FLRA 637, 637 n.5 (2023) (*Local RI-134*) (finding it unnecessary to resolve disputes when they did not affect negotiability analysis); *AFGE, Council of Prison Locs. 33, Loc. 506*, 66 FLRA 819, 825 n.8, 828 n.9 (2012), *pet. for review granted, decision enforced in part, vacated in part, & remanded sub nom. U.S. DOJ, Fed. BOP, Fed. Corr. Complex, Coleman, Fla. v. FLRA*, 737 F.3d 779 (D.C. Cir. 2013) (same).

¹³ Statement Br. at 3, 8.

¹⁴ *Id.* at 5-10.

¹⁵ *Id.* at 7; see Reply Br. at 8-9.

¹⁶ Statement Br. at 8.

¹⁷ Reply Br. at 3. One reason for terminating a remote-work agreement under the parties' agreement referenced in Section 4(B), according to the Agency, includes when a remote employee "is no longer eligible to telework." *Id.*

¹⁸ Statement Br. at 8.

¹⁹ *Id.* at 3.

²⁰ *AFGE, Loc. 1712*, 62 FLRA 15, 16 (2007) (*Local 1712*) (citing *POPA*, 41 FLRA 795, 834 (1991)).

²¹ *Id.* at 16-17; *NAGE, Loc. RI-203*, 55 FLRA 1081, 1085 (1999) (*Local RI-203*) (Chair Segal concurring on other grounds).

any reason other than misconduct – including for performance-related reasons – then Section 4(B) prohibits the Agency from requiring the employee to return to work in-person for sixty days.

In its response, the Union asserts that the proposal does not affect management’s right to direct employees because management retains the discretion to approve or disapprove remote-work requests on an individual basis after considering the supervision needs of specific employees.²² But Section 4(B) only becomes operative once the Agency has already approved a remote-work request. The Union neither acknowledges, nor addresses, Section 4(B)’s limitations on the Agency’s ability to *recall* an employee if management determines that in-person supervision has become warranted. Further, although the Union contends that “[m]odern technology . . . provides [the Agency] with ample supervision tools for those working outside the office,” that does not change the fact that management has the right to determine whether remote supervision is inadequate.²³

In short, Section 4(B) would prohibit management from requiring in-person supervision for at least sixty days, except in cases of misconduct, even when management determines that in-person supervision is needed. Accordingly, we find that Section 4(B) affects management’s right to direct employees.²⁴

2. Section 4(B) is not an appropriate arrangement.

The Union argues that, notwithstanding any effect on a management right, Section 4(B) is within the duty to bargain because it is an appropriate arrangement under § 7106(b)(3) of the Statute.²⁵ As relevant here, a proposal that affects a management right under § 7106(a) of the Statute is within the duty to bargain if it is an appropriate arrangement under § 7106(b)(3).²⁶

To determine whether a proposal constitutes an appropriate arrangement, the Authority first considers

whether the proposal is intended to be an arrangement for employees adversely affected by the exercise of a management right.²⁷ To establish that a proposal is an arrangement, a union must identify the actual effects, or reasonably foreseeable effects, on employees that flow from the exercise of the management right and how those effects are adverse.²⁸ The alleged arrangement also must be sufficiently tailored to compensate or benefit employees suffering adverse effects attributable to the exercise of management’s rights.²⁹ Proposals that address speculative or hypothetical concerns are not arrangements.³⁰ That a proposal would provide benefits to employees does not, by itself, mean the proposal is an arrangement.³¹

If a proposal is an arrangement, then the Authority next assesses whether the arrangement is appropriate, or whether it is inappropriate because it excessively interferes with the affected management rights.³² To conduct that assessment, the Authority weighs the benefits afforded to employees under the arrangement against the proposal’s burden on the exercise of management’s rights.³³

The Union asserts generally that the proposal as a whole is an “arrangement” because it is intended to “address the negative effects of [the Agency’s] efforts to force employees to return to the office.”³⁴ The Union argues the proposal “preserves a measure of work-location flexibility for employees who have teleworked – including 100% remote telework – for several years during [the] . . . pandemic.”³⁵ Specifically, the Union argues that the proposal would benefit those employees who “have relocated based on their new work arrangements,” “have made other adjustments to their daily lives,” or “otherwise prefer to work remotely.”³⁶ By contrast, the Agency argues that the proposal is not an arrangement because the Union’s allegation regarding benefits to affected employees “lacks any support or detail[,] and is

²² Resp. Br. at 6-11.

²³ *Id.* at 10.

²⁴ *Local 1712*, 62 FLRA at 17 (Authority found that proposal would affect management’s right to direct employees because it would “prevent unannounced visits, spot checking of employees’ work, and, for the most part, any supervisory oversight of [employees] whatsoever”); *Local RI-203*, 55 FLRA at 1085 (Authority found proposal that prohibits agency from monitoring the amount of time employees use their computers and using that information for the purpose of evaluating their productivity affects management’s right to direct employees); *AFGE, Loc. 2879*, 38 FLRA 244, 248 (1990) (*Local 2879*) (Authority held that provision precluding management from using unannounced desk reviews to monitor employees’ work performance directly interfered with management’s right to direct employees).

²⁵ Resp. Form at 2; Resp. Br. at 20-22.

²⁶ *Antilles Consol. Educ. Ass’n*, 73 FLRA 282, 284 (2022) (citing *NTEU*, 72 FLRA 752, 755 (2022) (Chairman DuBester concurring in part and dissenting in part)).

²⁷ *AFGE, Council 220*, 74 FLRA 114, 116 (2024) (citing *NAGE, Loc. R14-87*, 21 FLRA 24, 31 (1986) (*KANG*)).

²⁸ *Local RI-134*, 73 FLRA at 643-44.

²⁹ *Id.* at 644 (citing *KANG*, 21 FLRA at 31).

³⁰ *Id.*

³¹ *Id.*

³² *AFGE, Loc. 12*, 73 FLRA 603, 606 (2023) (citing *NAIL, Loc. 5*, 67 FLRA 85, 87 (2012)).

³³ *Id.*

³⁴ Resp. Br. at 21.

³⁵ *Id.*

³⁶ *Id.*

speculative[.]”³⁷ and because the proposal “is not narrowly tailored, but rather seeks to provide a benefit to all employees.”³⁸

Our appropriate-arrangement analysis is focused not on the proposal as a whole, but rather on the portion that we have found affects a management right – Section 4(B).³⁹ In determining whether a proposal is an arrangement, the Authority has considered the effects that the exercise of management rights may have on employees’ lives outside of the workplace.⁴⁰ The Authority also has recognized that an agency’s unilateral decision to relocate an employee adversely affects the relocated employee.⁴¹ Consistent with these principles, we find that Agency decisions to terminate remote-work agreements and direct employees to report in-person to an Agency office indefinitely – which may include relocation and disruption of daily lives arranged contingent on remote work – adversely affects those employees. Further, because Section 4(B) only applies to those employees whose remote-work agreements are terminated by the Agency, we find it is narrowly tailored to apply only to employees who are adversely affected by management’s exercise of its rights. Therefore, we find Section 4(B) is an arrangement.

As for whether the arrangement is appropriate, the Union argues that the proposal provides “work-location flexibility,” which, as applied to Section 4(B), benefits those employees who “have relocated based on their new work arrangements” or “have made other adjustments to their daily lives.”⁴² The Union further asserts that the benefits outweigh the burdens on management’s rights because, as relevant to Section 4(B), the proposal preserves Agency discretion “to end the employee’s remote[-]work arrangement, or to call the employee back to the office due to ‘business needs.’”⁴³ The Agency asserts that the proposal is not appropriate because it “negates management’s substantive decision” to impose a recurring in-person-reporting requirement.⁴⁴ As

to Section 4(B), the Agency asserts that this section burdens management’s rights because it “virtually guarantee[s] a [sixty]-day period where an employee could not be recalled to a non-remote schedule unless misconduct is involved.”⁴⁵

We find that Section 4(B)’s burden on management’s right to direct employees is significant. Specifically, Section 4(B) imposes a sixty-day delay for the Agency’s in-person-work requirement when the Agency has terminated a remote-work agreement. As the Agency notes, this prevents the Agency from supervising the employee “with the methods it deems most appropriate, such as on-site monitoring and spot checks,” and requiring the employee to participate in “in-person collaboration, discussion, . . . team[]building[.]” and “mentoring” for nearly two months, regardless of the employee’s performance.⁴⁶ Section 4(B) allows the Agency to impose a shorter timeframe when “required,” but that allowance applies only in cases of misconduct – not for performance-related or any other non-misconduct reasons.⁴⁷

As for the proposal’s benefits to employees, we acknowledge that remote workers can benefit from a guaranteed transition period to make any necessary adjustments, including possible relocation, before being required to report to an Agency worksite. However, as the Agency notes, the Union does not support its general arguments with any details about how many employees have relocated during the pandemic and, as such, could benefit from the proposal.⁴⁸ Moreover, Section 4(B) would apply only to those employees who have remote-work agreements approved, and then subsequently terminated, under the proposal. Therefore, any employees who are not already working remotely would be assuming a risk if they relocate or make wholesale changes to their “daily lives” upon having an agreement approved under the proposal.⁴⁹ For those employees, Section 4(B) would ameliorate the adverse effects of their own decisions, not

³⁷ Reply Br. at 10.

³⁸ *Id.* at 11.

³⁹ See, e.g., *Ass’n of Civilian Technicians, N.Y. State Council*, 56 FLRA 444, 449 (2000) (addressing only whether one section of a multi-part, unsevered, proposal was an appropriate arrangement after finding that section affected management’s right to determine its organization).

⁴⁰ See, e.g., *SSA, Indianapolis, Ind.*, 66 FLRA 62, 65 (2011) (Member DuBester dissenting in part on other grounds) (finding provision was arrangement because – as interpreted by arbitrator – it mitigated adverse effects caused by management’s exercise of its right to deny leave by addressing circumstances when agency could deny leave requests); *AFSCME, Loc. 3097*, 42 FLRA 412, 468-69 (1991) (finding proposal was arrangement because it benefited adversely affected employees “by not requiring them to disrupt plans made for personal leave, including travel arrangements, or plans made ‘to cover personal obligations . . .’ when employees travel on [a]gency business”).

⁴¹ *AFGE, Loc. 3172*, 46 FLRA 322, 330-31 (1992) (finding provision was arrangement when it ameliorated adverse effects flowing from relocating employee).

⁴² Resp. Br. at 21.

⁴³ *Id.* at 21-22.

⁴⁴ Reply Br. at 11 (internal quotation mark omitted) (citing *Ass’n of Civilian Technicians, Ky. Long Rifle Chapter & Bluegrass Chapter*, 70 FLRA 968, 978 & n.27 (2018) (Member DuBester dissenting)).

⁴⁵ Statement Br. at 3.

⁴⁶ *Id.* at 7.

⁴⁷ Rec. at 3.

⁴⁸ Reply Br. at 10.

⁴⁹ *Id.*

just management's decision to require them to report to an Agency office. That factor is relevant to the balancing analysis and cuts against finding that the benefits to employees outweigh the burdens on management.⁵⁰

On balance, we find that the Agency has demonstrated that the burden on management's right to direct employees outweighs any benefits to employees that the Union has articulated. As such, Section 4(B) excessively interferes with that management right, and is not an appropriate arrangement under § 7106(b)(3).⁵¹

Because Section 4(B) affects management's right to direct employees, and the Union has not established that section is negotiable as an exception to that right, we find Section 4(B) outside the duty to bargain. As the Union did not request that any part of the proposal be severed,⁵² and we have found one part of the proposal outside the duty to bargain, the entire proposal is outside the duty to bargain.⁵³

Having found the proposal outside the duty to bargain for the reasons stated above, we find it unnecessary to address the Agency's remaining arguments.⁵⁴

IV. Order

We dismiss the Union's petition.

⁵⁰ See *KANG*, 21 FLRA at 32 (stating that one of the factors considered in the balancing test is "[t]o what extent are the circumstances giving rise to the adverse [e]ffects within an employee's control").

⁵¹ *NFFE, Loc. 1482*, 44 FLRA 637, 670 (1992) (finding proposal prohibiting management from using information derived from its computer system to monitor employee production excessively interfered with management's right to direct employees, and thus was not an appropriate arrangement, because the burden that the proposal placed "on management's ability to obtain information about employees' work performance through the use of [a computer system] as a monitoring method outweigh[ed] the benefits afforded employees by [the] proposal"); *Local 2879*, 38 FLRA at 250-51 (finding proposal that required one-week advance notice prior to a desk review excessively interfered with management's right to direct employees, and thus was not an appropriate arrangement, because "management's ability to obtain information about employees' day-to-day work performance is not outweighed by the benefits intended to be afforded employees" regarding the advance notice).

⁵² Pet. at 5; Rec. at 1.

⁵³ *AFGE, Loc. 1938*, 66 FLRA 1038, 1039 (2012) (citing *Nat'l Weather Serv. Emps. Org., Branch 9-10*, 61 FLRA 779, 782 (2006); *AFGE, Loc. 1698, Loc. 1156*, 61 FLRA 615, 616 (2006); *NATCA*, 61 FLRA 341, 347 (2005) (Member Armendariz dissenting)).

⁵⁴ See generally Statement Br. at 4-11 (arguing the proposal affects management's rights to determine its organization, mission, budget, number of employees, internal-security practices, and personnel by which agency operations shall be conducted; and management's rights to hire, direct, layoff, and retain employees, and to assign work); Statement Form at 4 (same); see, e.g., *Local RI-134*, 73 FLRA at 645 n.76 (where proposal impermissibly affected management right under § 7106(a)(1) of the Statute, Authority found it unnecessary to address agency's additional arguments).

APPENDIX⁵⁵

Article XX REMOTE TELEWORK PROGRAM

Section 1 - Definitions Alternative Worksite: A location in the employee's home, designated by the employee as the location they will use to perform their official CFTC duties, or another location approved by the CFTC (e.g., telework center). 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. Remote Official Duty Station: An employee's principal place of residence will serve as the employee's primary telework site. An employee's primary telework site must be in the contiguous United States. With supervisory approval, employees may temporarily telework from an alternative suitable location within the contiguous United States, Alaska, Hawaii[,] or Puerto Rico. Temporary telework from any other location, including all international locations, may be approved when the employee is performing mission-essential duties and such a temporary arrangement will be for the CFTC's benefit. Temporary telework from an international location requires approval in advance by the applicable Division or Office Director, and the Chief Information Security Officer. In all cases, the employee is responsible for all tax consequences that may arise from the choice of the location from which telework is performed and for the cost of any required travel to their assigned CFTC office. Remote Teleworker (RTW): An employee approved to perform their official CFTC duties at a Remote Official Duty Station and be bound by the terms of this Remote Telework Program. 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. Reporting Office: The CFTC office (Headquarters or a regional office) to which an employee is assigned within his or her respective Division/Office. Telework: The performance of official duties at an alternative work site (i.e., home or other satellite work location).

Section 2 – Eligibility

A. Eligible positions are those positions with any regular job duties that are portable.

B. To be eligible to become a Remote Teleworker: 1. The employee must have successfully teleworked for at least 12 months prior to the date of his or her application; 2. The employee must be rated as "Acceptable" or its equivalent rating or higher; 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. An employee participating in RTW must live in the continental United States (except as provided in XX [RTW and TW outside the United States]) and must be able to arrive at his/her assigned office within 72 hours of being instructed to do so absent extenuating circumstances.

D. At the EMPLOYER's discretion, upon a request from an employee, the EMPLOYER can authorize an employee to participate in RTW even if the employee's position is not deemed eligible for RTW.

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 2. Remote Teleworkers agree that all provisions of the CBA apply to them except as set forth herein. This

⁵⁵ The Union did not retain any formatting for the proposal in the petition, and the original formatting of the proposal is not apparent from the record. Thus, we have added spacing between each section and where appropriate for clarity. See Pet. at 3-5.

During the conference, the parties agreed that the proposal's wording is accurate, see Pet. at 1, with the modifications agreed to by the parties. Rec. at 2-3. Modifications to individual sentences are noted below.

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, except for those employees who have been approved for temporary work from a foreign country as per Section __ of Article XX. 4. Remote Teleworkers agree to travel to an CFTC office location of management's choosing, with the CFTC paying for such travel, upon request when their supervisor determines that there is a business need to do so. Nothing precludes management from directing a Remote Teleworker to travel within 72 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 three times per calendar year for a total of up to nine 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 CFTC terminates or suspends the Remote Teleworker's Remote Telework Agreement pursuant to Section 4B below. 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.

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 their supervisor:

1. Evidence of an "Acceptable," or its equivalent, performance rating for the latest performance period;
2. Evidence of their supervisor's written consent as referenced in Section 2B(3);
3. Evidence of successful recurring telework experience of at least 12 months; and
4. Evidence of the completion of remote telework training.⁵⁶

C. The employee's supervisor will evaluate an employee's request to become a Remote Teleworker 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 CFTC's goal of retaining the talent and skills necessary to achieve the Agency's mission.⁵⁷

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

A. Change of Address: A change in an approved Remote Official Duty Station

⁵⁶ Pet. at 3-4.

⁵⁷ *Id.* at 4, as amended by Rec. at 2.

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 CFTC'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. 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 CFTC 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.⁵⁸ If a Remote Teleworker is removed from the Remote Telework Program, he or she will be given 60 days to return to his or her Reporting Office, unless a shorter time frame is required based on the infraction.⁵⁹ After 60 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 Program and terminate his or her Remote Telework Agreement at any time. If a Remote Teleworker withdraws from the Remote Telework Program, he or she must either return to the employee's prior Official Duty Station or an approved and agreed to Official Duty Station within a 200-mile radius of his or her Reporting Office. Employees who withdraw from the

Remote Telework Program will be subject to all terms and conditions applicable to teleworkers. Employees who withdraw from the Remote Telework 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 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 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 Program, and, after the date stated on his or her application, the employee will report back to their 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 Sections 2E(4) and (5), above.

Section 7 – RTW Program Provisions

A. The RTW employee's duty station will be the employee's primary place of residence ("residence"), which is the place where an employee resides more than 50% of the time. Employees must

⁵⁸ Pet. at 4.

⁵⁹ *Id.*, as amended by Rec. at 3.

certify the location of their residence to the CFTC on an annual basis, or as required by the CFTC. The CFTC will not pay relocation expenses to any RTW employee who chooses to move.

B. Locality pay for participating employees will be the locality pay rate applicable to the city/county in which the employee's residence is located. If the location of the employee's residence is not currently covered by the CFTC's Locality Pay Program, a locality pay rate will be established by the EMPLOYER using the applicable locality pay area defined by OPM for that location and the locality pay formula adopted jointly by the CFTC and NTEU in the Compensation Agreement.

C. RTW employees are expected to be online and accessible during the core hours based on the time zone for the office to which the employee's position reports, unless the employee's supervisor approves a schedule based on the employee's local time zone.

D. When the employee is required to travel for training and other work-related reasons, the employee will be in official travel status and will be compensated for travel time and expenses to and from his/her residence in accordance with established policies. Time and expenses for business-related travel between the employee's residence and an CFTC facility or other worksites (e.g., banks) that is required by the EMPLOYER will be compensated in accordance with the established policies. Employees who choose to travel to a CFTC facility or other location without being required to do so by the EMPLOYER bear their own costs and will not be compensated for such travel.

E. RTW employees traveling on official business will be allowed to use any CFTC Designated Airport located within 100 air miles of their residence or remote work location. If there is no Designated Airport located within 100 miles of the residence or remote work location, the employee, in consultation with the employee's supervisor (and CFTC Travel Services, as necessary),

will select a suitable airport near the work location that provides the necessary airport services. Travelers will be required to select airports offering Government contract fares when possible.⁶⁰

⁶⁰ Pet. at 4-5.