

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FDIC AND NTEU ON  
MODIFICATIONS TO THE COMPENSATION AGREEMENT, THE  
COLLECTIVE BARGAINING AGREEMENT AND OTHER MOUS RELATED  
TO THE CHILD CARE SUBSIDY AND SUPPLEMENTAL LUMP-SUM  
PAYMENTS IN HIGH-COST AREAS**

1. Subject to the approval of the FDIC Board of Directors, the parties agree to the following modifications to the 2023-25 Compensation Agreement that will be applicable for the 2026 calendar year:

- a. Section IIA(1) of the Compensation Agreement is amended as follows:

*Adjustments to the Corporate Grade (CG) base pay minimums and CG base pay maximums continue to be linked to the Federal General Schedule (GS) pay scale. For 2026, the CG base pay maximums will be set at 140 percent of the comparable pay range maximums in the GS pay scale.*

- b. Section IIB(1) of the Compensation Agreement is amended as follows:

*In 2026, all employees who were rated overall "successful" in the prior rating period shall receive a 4.0 percent merit pay increase.*

- c. Section IIB(2) of the Compensation Agreement is amended as follows:

*For the 2025-26 rating period, a bonus pool funded with at least three percent of total pay shall be distributed using a share system to employees in the bargaining unit based on three equally weighted criteria. The FDIC and NTEU will work jointly to develop the criteria. The criteria and associated standards will be finalized no later than February 28, 2026. If the parties cannot reach consensus on the criteria and associated standards, the FDIC will retain the right to make a final decision on them. The basis for the bonus allocated to each pay pool will be the sum of each eligible employee's total pay level in the pay pool on the last day of the final pay period of the performance rating period, as limited by the parameters described in Paragraph II(B)(8) of this Agreement.*

- d. Section IIB(10) of the Compensation Agreement is amended as follows:

*Notwithstanding any other provision of this Agreement, an employee's total salary may not exceed the Total Salary Cap, which is set at \$257,500 for 2026.*

- e. Section XI.A of the Compensation Agreement is amended as follows:

*The moving party must file the national grievance within 20 working days after the occurrence of the act which gave rise to the national grievance or 20 working days after they became aware of the action which gave rise to the national grievance. The UNION shall submit national grievances to: Senior Counsel, Labor Unit, Legal Division, Federal Deposit Insurance Corporation, 3501 Fairfax Drive Arlington, VA 22226.*

- f. If neither party reopens the Compensation Agreement in accordance with Section XII of the Agreement, the terms outlined in sections 1a, 1b, 1c, and 1d of the MOU will remain in effect for the 2027 calendar year and any subsequent year that the Compensation Agreement is not reopened. Specifically, if neither party reopens the Compensation Agreement in a given year, in the subsequent year, the CG base pay maximums will increase by 1% of the comparable pay range maximums in the GS pay scale, a 4% merit pay increase will be provided to all employees rated overall "successful," a bonus pool of at least 3% of total pay will be established, and the total salary cap will be increased by \$2,500. If the Compensation Agreement is reopened in any given year, the Agreement will expire on December 31 of the year it is reopened and will not roll over.

2. The parties agree to extend the Memorandum of Understanding Between the Federal Deposit Insurance Corporation and the National Treasury Employees Union Concerning the Child Care Subsidy Program and the Supplemental Payments for High-Cost Areas until December 2026 with the following modifications:

- a. For the Child Care Subsidy Program ("CCSP"), section E6 is amended as follows:

*Employees will have an opportunity to claim any eligible expenses incurred through December 31, 2026. The CCSP will terminate on December 31, 2026, unless renewed by the parties.*

- b. For the Supplemental Payments in High-Cost Areas, section B3 is amended to increase the payment for employees in the Los Angeles-Long Beach, CA locality pay area to 8% (from 7%). The percentages of the supplemental payments for the other areas referenced in the MOU will remain the same.

- c. For the Supplemental Payments in High-Cost Areas, section C4 is amended as follows:

*Payments will be made through pay period 25 in 2026, which ends on December 26, 2026.*

- d. If the FDIC wishes to modify or terminate this MOU, it must notify NTEU no later than August 31. Otherwise, the MOU will extend until December 31 of the following calendar year.
3. The parties agree to extend the Memorandum of Understanding Between the Federal Deposit Insurance Corporation and the National Treasury Employees Union Concerning Supplemental Payments for Employees in the Salt Lake City Locality Area until December 2026 with the following modification:
  - a. Paragraph 9 is amended as follows:

*These supplemental payments will be made through pay period 25 in 2026, which ends on December 26, 2026.*
  - b. If the FDIC wishes to modify or terminate this MOU, it must notify NTEU no later than August 31. Otherwise, the MOU will extend until December 31 of the following calendar year.
4. The parties agree to the following modifications to the Collective Bargaining Agreement between FDIC and the NTEU. These modifications will take effect on the effective date of this MOU unless stated otherwise:
  - a. The Telework Stipend ("Stipend") provided for in Article 20 of the Collective Bargaining Agreement is discontinued for all employees regardless of their telework status, including those who are exempt from the in-person reporting requirement. The Stipend will be reinstated if telework (including, but not limited to, the Home Based Option) is reauthorized for the FDIC workforce at least four days per pay period on a regular recurring basis.
  - b. Article 8, Section C is removed from the CBA and will not have any force or effect.
  - c. Article 13, Section 2 of the CBA is amended to add the following provision:

*J. Positions in the excepted service.*
  - d. Article 13, Section 4B of the CBA is amended as follows:

*All vacancy announcements for bargaining unit positions will be open for a minimum of five (5) workdays.*

- e. Article 13, Section 6B of the CBA is amended as follows:

*Applicants meeting the minimum eligibility and qualification requirements of the position and any selective placement factors will be considered for the vacancy in accordance with OPM's Merit Hiring Plan provided they have met the other conditions of this Article.*

- f. Article 13, Section 8A of the CBA is amended as follows:

*The highest ranked candidates will be referred to the selecting official based on the results of validated assessment methods used to evaluate job-related competencies.*

- g. Article 44 is removed from the CBA and will not have any force or effect.

- h. Article 47, Section 5D is removed from the CBA and will not have any force or effect. However, any grievance pending at Step Four as of December 31, 2025, will be processed.

- i. Article 47, Section 5E is retitled as "STEP FOUR."

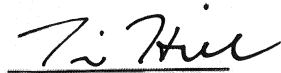
- j. Article 47, Section 5E(1) is amended as follows:

*If the grievant is not satisfied with the Step Three decision, the matter may be referred to arbitration by the UNION in accordance with the provisions of Article 48, (Arbitration). The referral to arbitration must be made within twenty (20) workdays after receipt of the written decision of the Step 3 grievance official.*

5. If the Board of Directors does not approve the changes to the Compensation Agreement outlined in paragraph 1 of this MOU, then this Agreement is null and void and will have no binding effect on either party.

6. The effective date of this MOU is January 1, 2026.

For the FDIC:

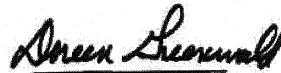


**Travis Hill**  
**Acting Chairman**

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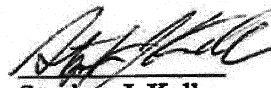
**Eric S. Gold**  
**Assistant General Counsel**

For NTEU:



**Doreen Greenwald**  
**National President**

12/15/25  
Date



**Stephen J. Keller**  
**Senior Counsel**

12/15/25  
Date