CFPB – NTEU
2024-26 COMPENSATION AGREEMENT

Section 1: Annual Base Pay Increases

A. All eligible bargaining unit employees will receive annual pay increases in the following manner: As soon as administratively feasible in 2024, the Bureau will provide bargaining unit employees with an increase in base pay of 5%. The Bureau will endeavor to implement this increase within 4 months following the effective date of this agreement. Additionally, the Bureau will provide employees who receive a merit increase with a lump sum payment equivalent to the difference between their prior base salary and their new base salary to cover the periods of time from PP01-2024 to PP08-2024 and from the first pay period after the effective date of this Agreement through the pay period prior to implementation of merit increases. Should NTEU Chapter 335 notify the Bureau by 5/8/2024 that the agreement has been ratified, the lump sum will instead cover the period of time from PP01-2024 through the pay period prior to implementation of merit increases.

B. Effective Pay Period (PP) 1 in 2025, the Bureau will provide bargaining unit employees with an increase in base pay equal to 4.8%

C. Effective Pay Period (PP) 1 in 2026, the Bureau will provide bargaining unit employees with an increase in base pay equal to the Employment Cost Index (ECI) (the same ECI rate used to increase the Bureau's transfer cap for that year)

D. The merit increase will be calculated using the individual's base salary of record as of September 30 of the relevant performance year and will be added to the employee's base salary as of the final pay period of that year to be effective the following year. For individuals who received a base salary increase after September 30, 2023 as a result of an arbitration decision or salary reset technical correction, the revised base salary will be used for calculating merit increases. Employees will not receive an increase to their base salary that takes their salaries above the maximum base rate of the pay band. Any amount in excess of the maximum base rate of the pay band will be paid out in a one-time lump sum payment, reported on a W-2. The locality rate in effect for the new calendar year will be applied to the lump sum payment (i.e., the lump sum will be multiplied by the locality rate in effect for the new calendar year and the total will be added to the lump sum amount) and paid out no later than three pay periods after annual adjustments take effect in the new calendar year. For payments related to 2024, the Bureau will use the employee's locality pay area (LPA) and CFPB locality rate as of pay period 27 of 2023 and add the corresponding 2024 OPM increase for the associated LPA. For employees whose duty station moved into an existing LPA or an LPA that OPM established or changed in 2024, the payment will use the locality rate of the new LPA after factoring for the 2024 OPM increase.

E. Employees will not receive salary increases that take their salaries above the total salary pay cap applicable to their pay band. The Bureau will provide an employee with a lump sum in lieu of merit payment if the employee is unable to receive all or part of their merit increase because their total salary (base pay plus locality) after the annual adjustment would exceed the total salary pay cap applicable to their pay band. The portion (all or partial) of the employee's merit increase that isn't reflected in the employee's total salary due to the pay cap will be paid out as a lump sum payment, reported on a W-2. The locality rate in effect for the new calendar year will be applied to the lump sum payment as described above and paid out no later than three pay periods after annual adjustments take effect in the new calendar year. For payments related to 2024, the Bureau will use the employee's LPA and CFPB locality rate as of pay period 27 of 2023 and add the corresponding 2024 OPM increase for the associated LPA. For employees whose duty station moved into an existing LPA or an LPA that OPM established or changed in 2024, the payment will use the locality rate of the new LPA after factoring for the 2024 OPM increase.

F. Eligibility Criteria:

1. Employees must have a rating of record of "accomplished performer" or equivalent for the applicable performance year to receive an increase in the following calendar year. An employee who is placed on a Performance Improvement Plan (PIP) less than 90 days before the close of the appraisal period, but successfully completes the PIP and receives a rating of record of "accomplished performer" or equivalent, will be eligible for a merit increase upon successful completion of the PIP.

2. The employer has determined that a Union representative will receive an annual appraisal provided the Union representative has worked enough time to be rated, i.e., performed at least 120 hours of ratable work based on assigned duties included in their position description.

3. Employees must be employed by CFPB on the date that each of the merit related lump sum payments are implemented in order to receive them.

Section 2: Pay Band Increases and Salary Cap

A. In PP1 of 2025, the Bureau will raise the minimum and maximum pay rates of each pay band encumbered by bargaining unit employees by 2%. Employees who were hired after 6/30/2024 will receive a 2% increase to base salary effective PP01-2025 to bring their salary in alignment with their placement years of experience on the updated pay setting matrix as described in Section 6 of this agreement.

B. In PP1 of 2026, the Bureau will raise the minimum and maximum pay rates of each pay band encumbered by bargaining unit employees by 2%. Employees who were hired after 6/30/2025 will receive a 2% increase to base salary effective PP01-2026 to bring their salary in alignment with their placement years of experience on the updated pay setting matrix as described in Section 6 of this agreement.

C. The parties agree to negotiate over changes to the total salary pay cap beginning in July 1, 2025 to be implemented in 2026. The parties agree they will use the applicable ground rules to which the parties agreed on December 1, 2023, for these negotiations.

Section 3: Lump Sum Payments

A. As soon as administratively feasible in 2024, the Bureau will provide all eligible bargaining unit employees who receive a performance rating of "accomplished performer" with a lump sum payment equal to 3.0% of their total salary as of September 30, 2023, plus $4,000. The Bureau will endeavor to make this payment effective within 4 months following the effective date of this agreement. For individuals who received a total salary increase after September 30, 2023 as a result of an arbitration decision or salary reset technical correction, the revised total salary will be used for calculations.

B. Effective PP1 of 2025, the Bureau will provide all eligible bargaining unit employees who receive a performance rating of "accomplished performer" with a lump sum payment equal to 2.0% of their total salary as of September 30, 2024, plus $3,500.

C. Effective PP1 of 2026, the Bureau will provide all eligible bargaining unit employees who receive a performance rating of "accomplished performer" with a lump sum payment equal to 2.0% of their total salary as of September 30, 2025, plus $3,000.

D. Lump Sum Guidelines:

1. Lump sum awards are prorated by month based on the employee's start date during the performance year. Lump sum awards are prorated for LWOP, part-time, and intermittent employees.

2. Employees in LWOP status for more than 80 hours in the applicable performance year for any discretionary reason other than medical reasons or parental leave used in connection with the birth or placement of a child, or family medical leave, are eligible for a full merit increase (assuming they worked enough hours to receive a performance rating) and a pro rata supplemental lump sum award based on the number of LWOP hours in excess of 80 hours during the applicable performance year. The supplemental lump sum will be prorated for part-time or intermittent employees based on the scheduled number of hours in each pay period relative to 80 hours.

3. Employees must be employed by CFPB on the date that the lump sum payment is implemented in order to receive it.

Proration Schedule for Supplemental Lump Sum			
Starting Month	Day	Performance Credit	Proration
October	Any Day	12 Months	100%
November	Any Day	11 months	92%
December	Any Day	10 months	83%
January	Any Day	9 months	75%
February	Any Day	8 months	67%
March	Any Day	7 months	58%
April	Any Day	6 months	50%
May	Any Day	5 months	42%
June	Any Day	4 months	33%
July	Any Day	Not Eligible	Not Eligible
August	Any Day	Not Eligible	Not Eligible
September	Any Day	Not Eligible	Not Eligible

Section 4: Locality Pay Rates

A. Effective PP1 of 2025 and in each subsequent year that this Agreement remains in effect, CFPB will use the Locality Pay Areas (LPAs) defined by the Office of Personnel Management (OPM) in order to determine the LPA an employee should be assigned to and, therefore, the employee's locality percentage rate. For 2024, the Bureau will not make programming changes in the system of record for each LPA's rate, but will recognize OPM's 2024 LPAs, including newly established or modified LPAs, when calculating the lump sum payment described below.

1. For 2024, CFPB will provide lump sum payments that cover the difference in locality pay had the Bureau implemented the 2024 OPM increases and new LPA definitions in pay period 1, within the limits of the total salary cap. For employees whose duty station is in a LPA modified or established in 2024, CFPB will use the locality rate of the new LPA after factoring for the 2024 OPM increase. This lump sum will be paid out in three parts. The first will cover from pay period 1 to implementation of merit increases and will be processed in the same pay period that merit increases are implemented, the second payment will cover from the pay period after the first payment until pay period 20 of 2024 and will be processed in PP20, and the final payment will be processed in pay period 23 to cover the remainder of the calendar year.

2. New hires within a payment period will receive a lump sum prorated for the number of pay periods that they were an active employee. New hires for pay periods 23-26 of 2024 will receive a payment in pay period 3 of 2025.

3. CFPB will calculate each payment using the LPA for the employee's duty station in effect two pay periods prior to the implementation date of the payment for the entire period covered by the payment.

4. Employees must be employed by CFPB on the date that each locality related lump sum payment is implemented in order to receive them.

B. Effective PP1 of 2025 and in each subsequent year that this Agreement remains in effect, the locality percentage rate for each LPA will increase by the annual increase to the corresponding locality area's rate for employees on the General Schedule (GS). For 2025, the increase in the system of record will also include the corresponding increase to the OPM rate from 2024. In addition, for new locality pay areas established in 2024, the initial rate will be determined using the data from the President's Pay Agent Report concerning locality for 2024 and any increases for 2025 will be added to this initial rate.

C. When the boundaries of a LPA are redefined by OPM then employees within the new boundaries will receive the rate applicable for that redefined LPA.

D. Changes to locality pay rates for newly established LPAs or LPAs where CFPB employees have not previously been assigned will be made as follows:

1. Compare the "GS target gap" (currently identified as the "disparity to close") from the most recent Annual Report of the President's Pay Agent (PPA) for the "Rest of U.S." (RUS) LPA to the target gap for the Washington, D.C. LPA to determine the relative difference between the Washington, D.C. target rate and the RUS locality target rate.

2. Compare the GS target gap for the new area to the target gap for RUS to determine the relative difference.

3. Compare the relative difference between the gap between RUS and DC and the gap between RUS and the new city.

Target Locality Rate Formula:

$$\frac{(1 + DtC_{LPA}) - (1 + DtC_{RUS})}{(1 + DtC_{DC}) - (1 + DtC_{RUS})} * (locality\_rt_{DC} - locality\_rt_{RUS}) + locality\_rt_{RUS}$$

Section 5: Benefits

A. The Bureau will offer the current Federal government-sponsored and agency specific benefits including those listed below and will contribute a portion of the premiums to the extent required by law or regulation, except as modified by the terms of this section:

1. Retirement Benefits;
2. Thrift Savings Plan;
3. Federal Reserve System Thrift Plan;
4. Federal Employees Health Benefits (FEHB);
5. Domestic Partner Health Insurance Subsidy;
6. CFPB Dental and Vision Plan;
7. Federal Employees Dental and Vision Insurance Program (FEDVIP);
8. Flexible Spending Account (FSA);
9. CFPB and FEGLI Life Insurance Programs;
10. Death in Service Benefits in accordance with OPM requirements;
11. Long Term Disability;
12. Short Term Disability;
13. Federal Long Term Care Insurance Program;
14. 24-Hour Personal Accident Insurance;
15. Business Travel Accident Insurance;
16. Physical Exam Program;

17. WorkLife services including Employee Assistance Program and emergency back-up dependent care;

18. Paid Parental Leave;

B. Effective PP1 of 2025, the Bureau shall provide an additional subsidy to the employee's share of the FEHB premium (up to the maximum amount of the employee's share) not to exceed $85 per pay period.

C. To ensure that the views and concerns of the Bargaining Unit are properly represented, for any CFPB sponsored dental and/or vision contract whose term ends during the time period covered by this Agreement, a single NTEU representative will be permitted to serve as an advisor who provides input for consideration into the development of the scope of work in accordance with any procurement process requirements and deadlines (including, but not limited to, confidentiality requirements).

1. The Bureau agrees to recompete dental health benefit contracts which expire during the term of this Agreement.

D. The Bureau will provide eligible employees an annual Health and Wellness Payment consisting of a $1,000 taxable cash payment no later than five pay periods from the effective date of this agreement for 2024, and in PP1 of 2025 and 2026. This payment should be used for Health and Wellness purposes. For new eligible employees, the taxable cash payment will be deposited into the employee's account within 30 days of the employee's start date. An employee is eligible for this benefit if they meet the following criteria:

1. On a career appointment for more than one year;

2. Either on a full-time work schedule or a part-time work schedule of at least 30 hours per week; and
3. Earns $150,000 total salary or less per year.

Section 6: Pay Setting

A. Upon promotion or reassignment, an employee's salary will be set in accordance with Section 4B and 4C of the 2022 Agreement on Compensation Reform Pay Reset.

B. Management has determined that for PP1 in 2025 and PP1 in 2026, the matrix for setting pay will be adjusted by the same percent increase that the pay band ranges will increase in Section 2

Section 7: Shared Compensation Data

A. Each January, April, July, and October, the Bureau will provide the following information to NTEU for each bargaining unit employee:
1. Name
2. Locality pay area, percentage rate, and dollar amount.
3. Base salary
4. Total salary
5. Pay band

6. Title
7. Division
8. Office
9. Over/under 40
10. Race
11. Gender
12. Salary adjustments (related to changes in base salary)
13. Locality rate adjustments (if any) (related to duty station changes)
14. Lump sum payments (all cash awards)

B. By December 31, 2024, the Bureau will provide a report with pay setting information to NTEU for each bargaining unit employee hired in 2023 who is still an active employee at the time of the report. By the end of April of 2025, the Bureau will provide the same report as it relates to bargaining unit employees hired in 2024 who are still active employees at the time of the report. By the end of April of 2026, the Bureau will provide the same report as it relates to bargaining unit employees hired in 2025 who are still active employees at the time of the report. The report will contain the following information:

1. The final crediting of the employee's experience, including which positions were credited, and for how much direct, indirect, and other experience for each position, as well as whether they have a JD and/or PhD and the year they obtained it.

2. The formula showing how years of experience is used to determine the base salary amount.

3. The names of the compensation team members

Section 8: Paid Parental Leave

A. The Bureau will provide eligible employees with a maximum of 12 administrative workweeks (e.g., 480 hours for fulltime employees) of paid parental leave (PPL) in connection with the birth, adoption, or foster placement of a child.

B. To be eligible for PPL, the employee must:

1. Meet the definition of employee at 5 U.S.C. 6301(2), including full and part-time employees;

2. Have experienced the birth, adoption, or foster placement of a child on or after January 1, 2020; and

3. Use the PPL only for periods when the employee is at home or otherwise spending time or bonding with the child.

C. PPL must be used within 12 months of the birth, adoption or placement of the child. PPL shall expire after one year from the birth, adoption or foster placement of a child. PPL shall have no monetary value and is not eligible for payout at separation, donation or transfer to another employee.

D. The PPL may be used consecutively or intermittently with supervisory approval within the one-year period. Employees are not required to use other leave (e.g. sick or annual leave) before accessing their PPL. Denials will be based on interference with operational needs. Denials will be discussed in advance with the Office of Human Capital and the reasons for denial (in whole or part) will be shared with the employee in writing upon request.

E. When denying a request for consecutive or intermittent use of PPL, the supervisor must document the reason(s) for denial. A copy of the documentation will be retained by the Office of Human Capital (OHC).

F. An employee using PPL must sign a service agreement to work for the Bureau for not less than twelve (12) weeks following their return from PPL. If the employee fails to return from PPL, the Bureau may recover an amount equal to the total amount of contributions paid on behalf of the employee for maintaining the employee's health coverage during PPL.

Section 9: Off-Cycle Assessment

The parties agree beginning June 2, 2025, they will negotiate (1) the feasibility of implementing an off-cycle performance assessment for employees hired between July 1, 2023 through December 31, 2023, and (2) if such assessments are provided, whether those employees should receive some form of compensation for the assessment. The parties agree they will use the applicable ground rules to which the parties agreed on December 1, 2023, for these negotiations.

Section 10: Duration

This agreement will expire on December 31, 2026, The Parties will commence negotiations on ground rules for a new agreement no later than April 1, 2026. Both parties will prioritize these negotiations with the goal of starting negotiations on the new agreement no later than June 1, 2026.

If there is an enactment of any legislation that changes the Bureau's funding level and the Bureau determines that it cannot meet its financial obligations as set forth in this Agreement due to a reduction in available funding levels, including the imposition of new congressional mandates on spending, the Bureau will notify NTEU and either party can reopen the terms of this Agreement within 30 calendar days of the notice. If either party reopens bargaining over compensation, such bargaining will commence within 30 calendar days and will proceed on an expedited basis. If either party elects to reopen, the provisions regarding annual increases to base pay (Section 1), lump sum payments (Section 3), and locality rates (Section 4) in each subsequent year will cease to have any force or effect until the parties reach a new agreement.

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