

Memorandum of Understanding (MOU)
Between
Pension Benefit Guaranty Corporation
and
Independent Union of Pension Employees for Democracy and Justice Concerning
Negotiations Relating to Telework

The Pension Benefit Guaranty Corporation (“PBGC” or “Employer”) and the Independent Union of Pension Employees for Democracy and Justice (“IUPEDJ” or “Union”), collectively referred to as the Parties, enter into this Memorandum of Understanding (“MOU”).

I. Purpose and Scope

- A. The Parties will participate in good faith bargaining concerning the relevant aspects of Telework.
- B. The subject matter(s), concerning the conditions of telework, covered by the final agreement will be subject to Union ratification and Agency Head review prior to implementation and will later be incorporated into a final collective bargaining agreement (CBA) negotiated by the Parties.
- C. In agreeing to this MOU to negotiate Telework outside of the CBA negotiations, the Union has not waived and does not waive its right to negotiate over the Return-to-Work announcement / conditions of employment.

II. Bargaining Team

- A. This bargaining team will remain separate from the CBA bargaining team.
- B. The bargaining team members for Management consists of the following members: John McLemore, Lashawn Dennis, Wendy Lawrence, and Jason Thomas. The Chief Negotiator for Management will be John McLemore. The bargaining team of the Union consists of the following: Valda T. Johnson, Craig White, Richard Anderson, and Amber Snyder. The Chief Negotiator for the Union will be Valda T. Johnson.
- C. The Parties agree that a quorum is required to come to an agreement. As a result, the Parties define a quorum as: (2) at least two members of the Employer’s bargaining team and (2) at least two members of the Union’s bargaining team.

Three (3) signatories from each Party will be required.

III. Bargaining Approach and Proposals

- A. The Parties agree to negotiations of Telework separate and apart from the CBA term negotiations.
- B. Either party may request assistance of the Federal Mediation and Conciliation Service (FMCS) or Federal Service Impasses Panel as it deems necessary. The Parties may only seek assistance from the FMCS after 45 calendar days from the start of these negotiations. After the 45 calendar days, either party may seek the assistance of a mediator from the FMCS. The other party will cooperate in obtaining FMCS assistance of a mediator. Both parties will participate in mediation. **The Parties will only seek assistance of the Federal Services Impasses Panel after release from Mediation.**
- C. The parties agree that any Mediation and Impasse Resolution over Telework, if necessary, will take place separate and apart from any Mediation and Impasse Resolution regarding the articles in the CBA.

IV. Bargaining Schedule

- A. Telework negotiations will begin/start on Tuesday, April 26, 2022, and Thursday, April 29, 2022, and will continue every Tuesday and Thursday thereafter, except where there are work exigencies or other emergencies, beginning at 10 a.m. for a 4-hour duration with at least a 1- hour break. A week in which a Federal Holiday falls will require this schedule to be moved forward in consideration of that week. The Parties may mutually agree to adjust the bargaining schedule.
- B. The Telework negotiations will continue until agreement is reached and has been finalized and executed, to include Union Ratification and Agency Head review.

V. Ratification and Agency Head Review

The Parties agree that the Tentative Telework Agreement (Tentative Agreement) is subject to Union ratification before Agency Head Review, and no rights or obligations will attach until then, as outlined below:

- 1. The Union's ratification process must be completed within thirty (30) calendar days of the signing of the tentative agreement (the "Tentative Agreement").

2. The outcome of the ratification process will be communicated to the Agency no later than thirty-one (31) calendar days from the date of the Tentative Agreement. Failure to communicate the results of the ratification by the thirty-first day constitutes an agreement.
3. If the Tentative Agreement is ratified, the parties will execute the Tentative Agreement. Agency Head Review will immediately commence.
4. If the Tentative Agreement is not ratified, the Parties will resume negotiations at a mutually agreeable date and time, but no later than fifteen (15) calendar days after the Union notifies the Agency that that the Tentative Agreement had not been ratified.
5. If the Parties remain at Impasse, either Party may request the services of FMCS mediation services. The Request must be within fourteen (14) days.
6. Union ratification of the revised Tentative Agreement shall follow the same procedures.

For Management:

John F. McLemore

04/08/2022

For IUPEDJ:

Valda Johnson

4/8/2022