NATIONAL AGREEMENT

between

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)

and

The effective date of this Agreement is:
October 27, 2019
Unless Otherwise Noted

Social Security Administration
Office of Labor Management and Employee Relations

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Preamble

This Agreement is entered into by and between the Social Security Administration (hereinafter referred to as SSA or the Employer) and the American Federation of Government Employees (hereinafter referred to as the Union or AFGE).

The parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

> "...the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government."

Therefore, labor organizations and collective bargaining in the civil service are in the public interest. (5 U.S.C. 71)

Pursuant to this policy, the parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement between the Social Security Administration and the American Federation of Government Employees.

Recognition and Coverage of this Agreement

The American Federation of Government Employees, AFL-CIO, is recognized as the exclusive representative of employees in a nonprofessional unit and a professional unit in accordance with the Certification of Consolidation of Units, Case No. 22- 09146(UC), approved by the Federal Labor Relations Authority on August 30, 1979 and as subsequently added to by the Federal Labor Relations Authority.

This Agreement covers all employees pursuant to said recognition. The parties further agree that should AFGE request certification to include subsequently organized groups of employees in the consolidated unit, such certification will not be opposed by SSA if the grouping would otherwise be considered an appropriate unit under the Law. Upon certification by the FLRA, such groupings shall automatically come under this agreement.

Section 1. Statutory Rights

A. Subject to subsection (B) of this section, nothing in this Agreement shall affect the authority of any management official of any agency--

1. to determine the mission, budget, organization, number of employees and internal security practices of the agency; and

2. in accordance with applicable laws--

   a. to hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

   b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

   c. with respect to filling positions, to make selections for appointments from--

      (1) among properly ranked and certified candidates for promotion; or

      (2) any other appropriate source; and

   d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating--

1. at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

2. procedures which management officials of the agency will observe in exercising any authority under this section; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Article 1

Governing Laws, Regulations and Existing Conditions of Employment

Section 1. Relationships to Laws and Government-Wide Rules and Regulations

In the administration of all matters covered by this agreement, officials and employees shall be governed by existing or future laws and existing government-wide rules and regulations, as defined in 5 U.S.C. 71, and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. 2302.

Section 2. Existing Conditions of Employment

In order to change any conditions of employment that were in effect on the effective date of the SSA/AFGE National Agreement, and that are not covered by the SSA/AFGE National Agreement, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law and in accordance with Article 4 of this Agreement.

Article 2

Union Rights and Responsibilities

A. In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. 71 and this agreement.

B. The Administration shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this agreement.

C. The Union has the right to refuse to represent any bargaining unit employee in matters not covered by the negotiated agreement, e.g., statutory appeals of adverse actions, EEO complaints.

Article 3

Employee Rights

Section 1. Right to Unionism

Each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under law, such right includes the right:

- to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

- to engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. Personal Rights

A. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, sex (including sexual orientation, and gender identity), genetic information, marital status, age, parental status or disability, and with proper regard and protection of their privacy and constitutional rights.

   The parties agree that in the interest of maintaining a congenial work environment, Agency employees, including those acting in a union/management capacity, will deal with each other in a professional manner and with courtesy, dignity, and respect. To that end, all Social Security employees, should refrain from coercive, intimidating, loud or abusive behavior.

   The parties further agree that bullying is prohibited in the workplace and will not be tolerated. Workplace bullying is repeated humiliating or offensive behavior, whereas a single act normally will not constitute bullying. Each employee is responsible for reporting repeated incidents of alleged bullying to their supervisor or any appropriate management official. Reports of bullying should include specific examples and the "who/what/when/where" facts of how the bullying behavior occurred. Upon receipt by an appropriate management official of a report of workplace bullying, the management official will evaluate and, where appropriate, refer the allegation consistent with Agency policy and this agreement. The Agency will provide information on "Bullying in the Workplace" including examples on an Agency website. The Agency agrees to share the link to the Agency information with all employees annually. The Parties agree that the potential need for anti-bullying training will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils (UMCCs) under Article 29.

B. The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B) (Weingarten Rights) through an electronic transmission.

C. SSA will make every reasonable effort to provide lockable secure storage, in Agency controlled space, for appropriate personal belongings. Any search of this storage, or a desk/workstation, excluding searches conducted by the Office of Inspector General or other law enforcement officials, must be done in compliance with applicable Agency-wide procedures/policies. If the Agency decides to modify existing Agency-wide procedures/policies, it will provide appropriate notice to the union and the opportunity to bargain to the extent required by 5 USC Chapter 71.

D. Management will make reasonable efforts to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the office. Upon request, management will instruct employees on filing a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case of loss.

E.

1. SSA will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work-related conversations, in private.

2. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.

3. In all discussions with any management official related to a fitness for duty exam, the employee shall be entitled to Union representation; prior to any discussion, the employee shall be notified of this right and permitted the right of representation in such discussion.

F. All employees who are new to a work unit or office will be introduced to the staff typically within the first week from their report-for-duty date. Such introductions may be conducted in-person, remotely through MS Teams or similar subsequent technology, or a combination of both.

G.

1. An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with law, including prevailing regulations.

2. If an employee is facing removal or termination, the employee may resign, freely and in accordance with law, including prevailing regulations, any time prior to the effective date. An employee may withdraw his/her/their resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

H. The Employer will provide retirement planning information to bargaining unit employees through available technology (e.g. use of Government Retirement Benefits (GRB) system) and other Human Resources programs. Such information may include, but is not necessarily limited to, individual counseling, elder care assistance, retirement materials, legal services

counseling, life and medical insurance counseling, Federal benefits options, best retirement dates, Thrift Savings Plan (TSP), TSP withdrawal options, etc.

I. Health Insurance Plan Information

The Agency agrees to provide bargaining unit employees with information on open enrollment periods and, upon request, information on the various types of health plans available to employees, including long-term care insurance, through available technology.

J. Complaints to management about an employee from members of the public or co-workers, unless determined to be frivolous by management, shall be brought to the attention of the employee, as soon as practicable, after management receives the complaint.

K. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination at the worksite, and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service.

L. Management may not discipline an employee who refuses to obey an order that is found to be unlawful or illegal.

M. In accordance with existing statutes and regulations employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

N. Regardless of jurisdictional laws, absent written consent from all Parties (with the exception of court reporting transcripts in the conduct of official business, or any Agency internal security measures), employees, their representatives, and managers are prohibited from audio or video recording during any interaction between any of these parties. Employees will be put on notice of this provision.

O. The Agency acknowledges that duty time is appropriate for employees to read Agency transmittals (e.g., Annual Personnel Reminders (APRs), Human Resources Internal Communications (HRICs), PolicyNet transmittal updates).

Section 3. Whistle-Blower Protection

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of any law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, unless the disclosure is specifically prohibited by law.

The Employer will annually provide employees with an electronic link to the U.S. Office of Special Counsel (OSC) web site that contains forms and information for filing a disclosure. The OSC receives and evaluates whistleblower disclosures.

Section 4. Official Records and Files in General

A.

1. No personnel record may be collected, maintained, disclosed, or retained except in accordance with law, government-wide regulations, SSA Personnel Policy Manual S293 and this agreement. If the Agency initiates changes to SSA Personnel Policy Manual S293 or other policy that affects official records or files, it will provide appropriate notice to the Union and the opportunity to bargain to the extent required by 5 USC Chapter 71. All personnel records are confidential, shall only be viewed or disseminated by officials/employees with an administrative need to know and must be retained in a secure location.

2. All policies on the maintenance of personnel records, record keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable law and regulation.

3. An employee has the right to be timely informed about records that are maintained about him/her/them and are filed, in a system of records that is personally identifiable, that are not legally prohibited from disclosure. Upon request, an employee may also see such records that are not legally prohibited from disclosure and have a copy made of them. The Employer will provide an annual notice by electronic medium to each employee regarding these rights.

B.

1. Employees and/or their authorized representatives shall be granted a reasonable amount of duty time (employee) or Article 30 time (authorized Union representative) to examine any of their personnel records. The employee shall be granted a reasonable amount of duty time to prepare and enter on the record a response to material placed in such records.

2. Employees will be advised how to access their electronic official personnel folder and how to obtain a copy of any material contained therein.

3. Employees will receive email notification of any SF-50 addition to their electronic official personnel folder.

C. Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

D. To qualify as personal notes or memory joggers, documents may only be kept and maintained by and for the personal use of the management official who wrote them. These notes must be maintained in a secure location. These personal notes or memory joggers will not be used to circumvent timely disclosure to an employee, nor may they be used to retain

information that should properly be contained in a system of records. The personal notes will be kept or destroyed as the manager who wrote them sees fit. If any of these conditions are broken, these personal notes are no longer mere extensions of the supervisor's memory and may become records subject to the Privacy Act.

If a memory jogger is maintained in electronic form, such a record will be retained in a manner that is accessible only by the individual who created the record.

After 12 months, information contained in a memory jogger must be reduced to writing and put into a system of records or it cannot be used in an administrative action taken against an employee.

Section 5. SSA-e7B Extension File

A. Except as specifically authorized by this agreement the SSA-e7B Extension File, or subsequent successor technology, is the only authorized file for personnel records, which may be maintained by a supervisor(s).

B. The file will be screened and purged, normally in February, but no later than March each year and outdated material shall be removed and returned to the employee.

C. Records shall be retained in accordance with applicable records retention periods or as long as an administrative need exists.

D. Employees shall be advised of the nature and purpose of their SSA-e7B Extension File or subsequent successor technology. Employees shall be notified of any material placed in the SSA-e7B Extension File or subsequent successor technology within three (3) working days. Employees should acknowledge receipt by electronic or digital signature, or email their supervisor that they decline to sign. It is understood such acknowledgment does not constitute agreement with the contents. It is understood an employee may request and, within reason, receive additional copies at any time.

   Employees will be allowed to enter into their SSA-e7B file or subsequent successor technology, additional information or documents, within reason, that are appropriate, relevant, work related and that are not in violation of law or government-wide rules or regulations.

Section 6. Representational Rights

A. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/she/they requests to exercise this right, unless there is a need to provide immediate service balanced with the employee's need to meet with a union representative.

If the employee's request to meet with the union representative cannot be immediately approved, management will make a reasonable effort to allow the employee to meet with the union representative when operational needs permit. Delaying an employee's release will extend by one workday any time limits that may apply to the representational matter.

B. When the manager is aware that a meeting may result in disciplinary action, the manager will inform the employee of the general subject matter of the meeting and will inform the employee of his/her/their right to have a union representative present if he/she/they choose(s). This does not apply to routine work-related conversations. If an employee reasonably believes that a meeting with management may result in a disciplinary action against him/her/them, he/she/they may request union representation. Once an employee chooses to exercise this right by requesting representation, no further questioning will take place until a union representative is present (including via technology), provided no unreasonable delay occurs. The union's role is advisory in nature for these meetings. The union representative cannot answer for the employee, nor tell the employee how to respond.

C. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law. This does not apply to routine work-related conversations.

D.

1. The Agency will provide the Union with reasonable advance written notice of personnel surveys concerning conditions of employment that involve bargaining unit employees when such surveys are initiated at the SSA national level; the national component level; the regional level; or by OHO Headquarters or a DOC or PSC. Upon request, the Agency will provide the Union with written copy of the survey results after completion. If the requested results of the survey will not be made available in a reasonable amount of time, the Agency will provide the Union with an anticipated receipt date.

   This section is not intended to preclude any Union involvement in such surveys that may exist in accordance with 5 U.S.C. 71. It is further understood that employee surveys will conform to the requirements of 5 U.S.C. 71.

2. If the Agency elects to use focus groups that utilize bargaining unit employees, the agency will consult with AFGE on the number of bargaining unit participants, which employees participate, the topics to be discussed, etc.

E.

1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, including those conducted via electronic communication media (e.g., MS Teams or subsequent successor technology, conference call), between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions to the extent required by law, or any personnel policy or practices or other general condition of

employment. The agency will give the designated Union representative sufficient advance notice, normally 2 business days, to exercise its rights under this section.

2. The attendance of the designated Union representative will be acknowledged by the Agency at the start of such formal discussions. In accordance with the Statute, the Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees, and may make a brief statement as to the Union's position on the matter under discussion as long as the representative does not usurp, disrupt, or take charge of the meeting. The parties agree to maintain professional decorum throughout the discussion. Management is under no obligation to delay the start of the meeting if the Union Representative is not present.

F. In conducting investigations regarding a non-criminal matter that may result in an adverse determination about an employee's rights, benefits, and privileges, the parties are reminded that the Privacy Act requires that, to the extent practicable, information should be initially collected directly from the subject employee.

G. Last Chance Agreement

1. Last Chance Agreements will only be considered after a disciplinary or adverse action has been proposed.

2. The Union will be provided notice and the right to be present at meetings where last chance agreements are discussed with the employee.

3. All Last Chance Agreements must have a specific duration period, not to exceed two years for removals and not to exceed one year for all other disciplinary or adverse actions.

4. At management's discretion, employees may receive monetary awards while on a Last Chance Agreement or for a period during which an employee was on a Last Chance Agreement. Employees are not eligible to telework during the period on which they are on a Last Chance Agreement. At the conclusion of the Last Chance Agreement, the employee may reapply to telework in accordance with Article 41.

H. The Union has the right to be present during questioning of potential bargaining unit witnesses for any third party hearing as required by 5 USC 71.

I. The Agency will encourage law enforcement officials, including the Department of Justice, to prosecute any alleged violation of 18 U.S.C. 1114 relative to workplace violence by members of the public.

J. If appropriate, employees may be granted a reasonable amount of duty time to complete required actions related to any reinvestigations/background checks. If management conducts a formal meeting to discuss the reinvestigation process, the union will be afforded their rights

in accordance with 5 USC 71 and this article. All affected employees will be provided an electronic copy of the re-investigation form prior to the re-investigation.

Section 7. Voluntary Activities

The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. Participation or nonparticipation will not advantage or disadvantage employees.

Section 8. Outside Activities

A. Employees who perform outside activities must adhere to the regulations and guidelines set forth in the Annual Personnel Reminders, which include guidance on potential conflicts of interest.

B. Normally the Agency will approve or disapprove any outside activity requests within 30 workdays of the Agency's receipt of the request. The Employer agrees to include a statement of its reason for disapproving any such request. If the Agency denies the outside activities request, the employee cannot participate in the outside activity.

Section 9. Timely and Proper Compensation

A. The Employer will make every reasonable effort to ensure that employees are paid by the established Tuesday payday. Employees are responsible for reviewing their electronic earnings and leave statements and timely notifying their supervisors of any unexplained changes or inaccuracies.

B. Where employees have been overpaid, the employer will provide due process notice of the overpayment in accordance with law and regulation, including notices of hearing rights and waiver requests.

C. The parties agree to the following conditions and procedures for replacement of full compensation due payment (amount that was due based on payroll transmission) when such payment is not received.

1. The Agency will, at the employee's request, authorize an emergency payment to an employee when his/her/their full compensation due is not received by the established Tuesday payday, subject to items 3 and 4 of this section.

2. Emergency employee payments cannot be an advance of salary, but can only be for the compensation due for a pay period which was not paid to the employee by the established Tuesday payday.

3. Emergency employee payment can be issued in the following situations:

a. Employee not paid by the scheduled Tuesday payday due to an administrative error or to delay in processing;

b. Non-receipt of wire transfer by a Financial Institution.

4. An emergency employee payment will not be issued in the following situations:

   a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel advance, salary overpayment, etc.);

   b. Employee has resigned or transferred out of SSA.;

   c. Employee-caused error created non-receipt (e.g., closed their bank account).

5. At the time the emergency payment is issued, the Agency will obtain a promissory repayment agreement from the employee who is missing his/her/their full compensation and to whom the emergency payment is made. The repayment agreement will state:

   a. that the employee has not received the payment;

   b. that the employee is liable to repay the emergency payment to the Government within 3 days of receipt of a salary payment, i.e., the original payment or any replacement salary payment, whichever is received first;

   c. that in the event both an original payment and a replacement payment are received, the employee will be responsible for returning to the Payroll Liaison Staff whichever payment is received later;

   d. that the employee has an affirmative responsibility to notify the Payroll Liaison Staff as soon as possible, i.e., normally within 2 working days, of receipt of the original payment and/or any replacement payment;

   e. that the employee will be charged interest, administrative fees and late penalty charges as provided under 45 CFR Part 30 if it is necessary for the agency to recover the outstanding emergency payment;

6. An emergency employee payment will be issued not later than 24 hours following the standard payday (Tuesday) on which the salary payment was not received by the employee.

Section 10. Statutory Requirements

Personnel management in SSA shall continue to be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request.

Section 11. New Employee Onboarding

A. Goal of Employee Onboarding

The Onboarding Program will provide employees with information regarding their rights, benefits, roles, and responsibilities as employees of the Agency.

B. Notification and Information

1. As contemplated by Executive Order (EO) 14025, the Agency agrees to inform new employees of their right to union representation and membership, plus contact information for their AFGE Local steward as provided by AFGE. Management will timely inform the appropriate AFGE Local steward of the new employee(s). To assist Management with that goal, the Union agrees to provide updated contact information for the AFGE Local steward to local Management on an ongoing basis. Should EO 14025 be rescinded, this requirement will cease to apply.

2. Management will allow the employee(s) a reasonable amount of duty time to meet with the Union and/or will normally invite the Union to one formal onboarding meeting including the new employee, if held.

3. The Agency will make every effort to schedule employee onboarding during a regularly scheduled work week of Monday through Friday.

4. New employees will be provided a link to the SSA-AFGE National Agreement.

5. The Agency will make information available regarding retirement benefits and Thrift Savings Plan.

Article 4

Negotiations During the Term of the Agreement
on Management Initiated Changes

Section 1. General

A. The Administration will provide the Union reasonable advance notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71. The notice will include the nature and scope of the proposed change, the proposed implementation date, the date and time of the briefing if requested, components affected, any applicable Agency guides and manuals related to the change, and the name of the Agency contact person. Upon notice from the Administration, the designated Union representative will notify the designated Management representative of its desire to consult and/or negotiate on the change within the timeframe set for the level of negotiations involved.

B. If the Union fails to request to bargain within the timeframe set for the level of bargaining involved the Agency may implement the changes.

C. Bargaining will begin as soon as possible and not later than the timeframe set for the parties involved. Additionally, bargaining will not exceed the number of workdays designated for each component level. All issues not resolved at that time may be referred to the Federal Service Impasses Panel for resolution under its rules.

D. The parties recognize that the timeframes set in this Agreement to initiate bargaining are based upon normal circumstances and may occasionally need to be shortened to meet compelling operational needs. The Administration agrees not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.

E. The parties agree to conduct their negotiations at four (4) levels, which are addressed in detail in this article.

F. The parties agree to utilize telephone consultation/briefings for all levels, when the parties are not co-located. Consultations/briefings, as referred to in this article, will only be required when there is a duty to bargain, in accordance with 5 U.S.C. 71. These briefings should include an explanation of the following:

1. A description of the change.

2. An explanation of how this change will be implemented.

3. An explanation of the purpose of the proposed change.

4. The proposed implementation date.

The parties agree that this should enable them to identify the major issues to be bargained and facilitate the negotiation process.

G. Management will determine the location of all bargaining. If the parties are not co-located, negotiations will be conducted through the use of appropriate technology as determined by management. If not co-located, the union may request face-to-face negotiations and will be required to pay their own travel expenses.

H. Effective September 23, 2022: Management may elect to offer face-to-face bargaining at any of the four levels of bargaining. If management elects to offer face-to-face bargaining, it will pay travel and per diem expenses as follows:

1. For three (3) of the five (5) employee Union negotiators for the bargaining period identified in Section 2.E. If for any reason, the negotiations are extended beyond the time frames outlined in that section, (i.e., by mutual agreement or a third party) the Agency will pay the travel costs for two (2) employee union negotiators up through and including Mediation and Impasse proceedings.
2. For two (2) employee Union negotiators for the bargaining period identified in Section 3.E, or for a larger number to provide parity with the number of negotiators used by management. Travel expenses and per diem are not authorized for negotiations conducted at the Wilkes Barre Data Operations Center. If for any reason, the negotiations are extended beyond the time frames outlined in that section, (i.e., by mutual agreement or a third party) the Agency will pay the travel costs for two (2) employee union negotiators up through and including Mediation and Impasse proceedings.
3. For two (2) employee Union negotiators for the bargaining period identified in Section 4.E, or for a larger number to provide parity with the number of negotiators used by management for bargaining at the OHO, ROQP, and FO Regional level if the negotiators are drawn from within the region. Travel expenses and per diem are not authorized for negotiations conducted at OHO (Headquarters) or an individual PSC. If for any reason, the negotiations are extended beyond the time frames outlined in that section, (i.e., by mutual agreement or a third party) the Agency will pay the travel costs for two (2) employee union negotiators up through and including Mediation and Impasse proceedings.
4. For two (2) employee Union negotiators for the bargaining period identified in Section 5.B if the Union negotiators are drawn from within the region and component involved, or for a larger number to provide parity with the number of management negotiators in travel status.
5. All payment of travel expenses and per diem will be governed by applicable law, rule, and regulation.

Section 2. National SSA Level (Level 1)

A. The parties agree that notice of proposed Agency wide or 2 or more national components (national components are defined in Section 3, A) changes, will be dealt with by the parties at the National level. For notification at the National level, the designated Management

representative will provide timely electronic notice of management initiated change(s) to each member of the AFGE General Committee. The notice will be considered received on the first workday after the day of transmission of the e-mail.

B. The Union will request consultations and/or bargaining within seven (7) workdays after the date of receipt of the notice of change by submitting its request to a Management designated electronic mailbox.

C. When bargaining is requested, time will be authorized in accordance with Article 30 for five (5) Union representatives, or a larger number if needed to achieve parity with the number of individuals designated as representing the Agency for such purposes.

D. Bargaining will begin no later than the first Tuesday following the thirty (30) calendar day period after the date of receipt of the notice of change.

E. Bargaining will not exceed three (3) workdays. The three (3) workday period includes, any briefing (if not already conducted), preparation, actual bargaining, and mediation. Normally bargaining will not occur during weeks that contain Federal Holidays.

If FMCS assistance is secured and the parties do not reach agreement and are not released to the panel, a subsequent session will normally be held within ten (10) workdays, unless mutually agreed otherwise.

F. Union negotiators for bargaining may be drawn from any component.

Section 3. National Component Level (Level 2)

A. The parties agree that notice of proposed changes which affect only one national component nationwide (Field, Program Service Centers, Headquarters, Office of Hearings Operations, Office of Analytics, Review, and Oversight, Wilkes Barre Data Operations Center) or multiple regions within a national component will be matters dealt with by the parties at the component level. The designated Management representative will provide the designated Union representative timely electronic notice of Management initiated change(s) to a Union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.

B. When bargaining is requested, time will be authorized in accordance with Article 30 for two (2) union representatives or a larger number if needed to achieve parity.

C. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a Management-designated electronic mailbox.

D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.

E. Bargaining at this level will not exceed three (3) workdays. The three (3) workday period includes preparation, actual bargaining, and mediation. Normally bargaining will not occur during weeks that contain Federal Holidays.

Section 4. Regional/Program Service Centers/Office of Hearings Operations (Headquarters/Region) Changes (Level 3)

A. The parties agree that notice of proposed changes which affect only one Field Operations Region, Regional Office of Quality Review, Office of Hearings Operations Region, Program Service Center, Office of Hearings Operations Headquarters, or multiple components in one region will be dealt with at that level. The designated Management representative will provide the designated Union representative with timely electronic notice of the Management initiated change(s) to a union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.

B. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a management designated electronic mailbox.

C. When bargaining is requested, time will be authorized in accordance with Article 30 for two (2) union representatives or a larger number if needed to achieve parity. If bargaining involves multiple components within a region, Article 30 time will be authorized for one union representative from each of the components affected by the change.

D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.

E. Bargaining at this level will not exceed three (3) working days. These timeframes include preparation, actual bargaining, and mediation. Normally bargaining will not occur during weeks that contain Federal Holidays.

Section 5. Installation Level: Field Offices, Teleservice Centers, Office of Hearings Operations Offices/Satellite, and OQR Satellite Offices (Level 4)

A. The designated Management representative will provide the Union designated representative with timely notice of the Management initiated change(s), normally to a Union-designated electronic mailbox. If e-mailed, the notice will be considered received on the first workday after the day of transmission of the e-mail.

B. In these installations, the Union will request consultations and/or bargaining within three (3) workdays after notice of change by submitting its request to a Management designated electronic mailbox. If consultation is requested, the consultation phase will begin within 3 workdays. As part of consultation, the Union may request a briefing. Either party may declare an end to consultation. If consultation is not requested, bargaining will begin no later than the first Tuesday following the ten (10) calendar days after the union's receipt of the notice. If consultation is requested, the bargaining will begin no later than the second Tuesday following the week that consultation ends. Bargaining at this level will not exceed two (2) work days. This bargaining period includes preparation, actual bargaining and mediation. Normally bargaining will not occur during weeks that contain Federal Holidays.

C. The Union will be entitled to up to two (2) negotiators (but not less than the number of management negotiators) designated by the appropriate Union official. Time will be handled in accordance with Article 30 of the National Agreement.

Section 6

All timeframes under this article may be modified by mutual consent.

Article 4 Appendix A

Ground Rules--Management Initiated Changes

I. Purpose

The following ground rules apply to all midterm bargaining entered into as a result of Management-initiated changes and any corresponding obligation to bargain over such changes under 5 U.S.C. 71 of the Statute. These ground rules supplement the procedure set forth in this Agreement, and apply to all levels of bargaining as delegated in Article 4. Absent mutual consent, no other ground rules will be negotiated at any level.

II. Arrangements

A. If the negotiators are co-located, negotiations will be held in a suitable meeting room provided by the Employer at a site determined by management. If the negotiators are not co-located, negotiations will be conducted by use of appropriate technology as determined by management. If not co-located, the union may request face-to-face negotiations and will be required to pay their own travel expenses.

B. For National SSA and national component face-to-face bargaining held at Headquarters, Baltimore, Maryland, the Employer will furnish the Union negotiating team with the use of a caucus room which is in close proximity to the negotiation room and which will provide privacy. At other levels, adequate space (a private office, where available) which will ensure privacy will be provided.

The Employer will also provide the Union negotiating team with customary and routine services, i.e., reasonable office supplies (e.g. stapler, paper clips, notepads), tables and chairs, and access to photocopy equipment.

C. Unless otherwise agreed to, bargaining will begin at 9:00 a.m. and will end no later than 4:30 p.m.

D. Absent mutual consent, flextime for negotiators will be suspended for the duration of the negotiations to maximize meeting time available for bargaining.

E. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

III. Routine

A. Bargaining will be done using traditional methods.

B. During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed-upon section. The chief negotiator for each party will

retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.

C. It is agreed that either party may request a caucus. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

D. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impassed items, will be processed in a manner consistent with 5 U.S.C. 71 and implementing regulations. This will not serve as a bar to the parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

IV. Maintenance of Records

A. Once an MOU is approved under Agency Head Review, a copy of the MOU will be posted on the OLMER website.

B. It is agreed that no official transcript will be made of the negotiation proceedings. However, each party may make and keep its own notes and records.

C. The negotiation proceedings will not be recorded by means of any tape/electric/electronic recording device.

V. Authority

Each party shall be represented at the negotiations at all times by one duly authorized chief negotiator/chief spokesperson who is prepared and authorized to discuss and negotiate on matters subject to negotiations and to sign off on agreements for their respective party.

VI. Reopening

A. Questions of Negotiability

1. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 60 calendar days. Nothing in this section will preclude the right of judicial appeal.

2. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability during the period of negotiations.

B. Any provisions disapproved by the Agency head review may be referred to the FLRA by the Union. Any provision held negotiable will be incorporated into the Agreement. The

parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination of non-negotiability.

VII. All timeframes in these ground rules may be modified by mutual consent.

Article 5

Union Initiated Mid-Term Bargaining

Section 1. General

A. Union initiated mid-term bargaining will address negotiable subjects of bargaining as defined by 5 U.S.C. 71 and applicable case law. The parties agree that Management may elect or not elect to bargain over subjects relating to 5 U.S.C. 7106(b)(1) regarding Union initiated mid-term bargaining matters.

B. The parties agree that the Union may only initiate mid-term bargaining on matters not contained in or covered by the National Agreement and not waived. The terms "contained in and covered by" and "waived" have the meanings as defined by FLRA case law.

C. The Union will provide Management with reasonable advance notice of its desire to engage in Union initiated bargaining with an explanation of the matter in question. Also, the notice will include an initial proposal and suggested dates for bargaining. A particular demand will only cover one proposed change and will identify the affected employees.

D. Union initiated mid-term negotiations will be conducted only at the General Committee Level.

E. Union initiated mid-term bargaining can be invoked one time per year at the General Committee Level. There will be no carryover from year to year. For purposes of this Article, a year is defined as the effective date of the National Agreement to the year anniversary of the Agreement.

Section 2. Process

A. The Spokesperson of the General Committee, or designee will provide the Associate Commissioner, Office of Labor-Management and Employee Relations or designee with timely electronic notice of the request. The request will be directed to a Management designated electronic mailbox. The request will be considered received on the first workday after the day of transmission of the E-mail.

B. Management will respond to the request electronically to a Union designated electronic mail box within ten workdays after receipt from the Union. If bargaining is required, the designated representatives will make appropriate arrangements.

C. Bargaining will be scheduled as soon as possible after the date of an appropriate request, but no later than 30 calendar days.

D. Bargaining, including preparation and mediation, will not exceed 2 working days.

E. Both sides will be entitled to two (2) negotiators. Negotiators for bargaining may be drawn from any component. Each party will bear its own costs for all bargaining activities, inclusive of assistance before the Federal Mediation and Conciliation Service (FMCS) and the Federal Service Impasses Panel (FSIP).

Time used by the designated union negotiators will be in accordance with Article 30.

Section 3. Ground Rules – Union Initiated Bargaining

A. Purpose

The following ground rules apply to all Union initiated mid-term bargaining. Absent mutual consent to modify these ground rules, no other ground rules will apply.

B. Briefing Sessions

The Agency may request a briefing session to explore or explain the issue related to the Union initiated request, and its effect on bargaining unit employees. This session may be scheduled in advance of the start of actual negotiations. Where the negotiators are geographically separated, the parties will normally conduct the briefing by technology. Time spent for the briefing will not be considered part of the negotiations time.

C. Arrangements

1. Negotiations will be held in a suitable meeting room at a site determined by management or by using appropriate technology as determined by management.

2. The date negotiations will begin and the daily schedule will be established through consultation. If no agreement is reached on a beginning date, bargaining will start in sufficient time to complete negotiations within the overall timeframe set above.

3. Absent mutual consent, 5/4-9 and 4/40 alternate work schedules for negotiators will be suspended for the duration of the pay period encompassing the negotiations to maximize meeting time available for bargaining.

4. Alternates may substitute for bargaining team members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

D. Routine

1. Bargaining will be done using traditional methods.

2. During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed upon section. The chief negotiator for each party will

retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed upon section by mutual consent.

3. It is agreed that either party may request a caucus. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

4. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impassed items, will be processed in a manner consistent with 5 U.S.C. 71 and implementing regulations. This will not serve as a bar to the parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

E. Maintenance of Records

1. It is agreed that no official transcript will be made of the bargaining proceedings. However, each party may make and keep its own notes and records.

2. The bargaining proceedings will not be recorded by means of any tape/electric/electronic recording device.

F. Authority

Each party shall be represented at the negotiations at all times by one duly authorized chief negotiator/chief spokesperson who is prepared and authorized to discuss and negotiate on matters subject to negotiations and to sign off on agreements for their respective party.

G. Reopening

1. Questions of Negotiability

   a. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such requests for bargaining must be made within 60 calendar days. Nothing in this section will preclude the right of judicial appeal.

   b. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability during the period of negotiations.

2. Any provisions disapproved by the Agency head review may be referred to the FLRA by the Union. Any provision held negotiable will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination of non-negotiability.

3. All timeframes in these ground rules may be modified by mutual consent.

Article 6

Dues Withholding

Section 1. Payroll Deductions

Any bargaining unit employee(s) may have regular and periodic dues, fees and assessments withheld through payroll deductions if the employee voluntarily completes SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, or its equivalent and has sufficient compensation to cover the amount of the allotment.

Any non-bargaining unit employee may pay union dues via a discretionary allotment.

The union dues will be paid electronically.

Section 2. Union Responsibilities

A. The Union will inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.

B. The Union will forward any SF-1187, or its equivalent, timely and any SF-1188 or equivalent memorandum, within 5 calendar days to the appropriate servicing personnel office when such forms or equivalent memoranda are submitted to the Union.

C. The Union will inform the employee's servicing personnel office of the name of any participating employee on dues check off who has been expelled or ceases to be a member in good standing of the Union as soon as possible.

D. The Union agrees to inform the servicing personnel office of changes in the following:

1. The title and address of the individual local Union official responsible for certifying on each employee's authorization form the amount of dues to be withheld.
2. The title and address and/or payee of the individual local Union’s electronic account.
3. Changes in dues amounts in either single or multi-level dues structures. Changes in the amount of allotments over which the Union has control may not be made more than once during a calendar year. Changes in the amount of allotments over which the Union does not have control may be made when

required by an outside party.

4. The name of any employee on dues withholding who transfers from one local to another within the bargaining unit, any change in the local to receive dues deducted and any changes in the amount to be deducted based on the transfer to a new local.

E. The Union will purchase and distribute SF-1187s or their equivalent which includes the following language:

Dues withholding may be revoked by submitting a SF-1188 or its equivalent within 30 calendar day period prior to the anniversary date of signing indicated on the SF-1187 or its equivalent. If a request for revocation is not submitted within the timeframe cited above, the authorization will recycle for additional 1-year periods on each anniversary of the date a SF-1187 or its equivalent was signed.

Section 3. Management Responsibilities

It is the responsibility of management to:

A. Ensure that employees who are transferred, reassigned or otherwise relocated to a different local within the bargaining unit remain on dues withholding. Within five working days, Management at an employee's new work location will inform the appropriate Union Local President that a bargaining unit employee has changed duty stations and the location of the employee's prior duty station.

B. Process voluntary allotments of dues in accordance with this article. Dues changes and SF-1187s or equivalent forms will be processed on a timely basis. Input exceptions will be corrected and re-input at the earliest practicable time.

C. Withhold employee dues on a biweekly basis.

D. Transmit electronic remittance to the local allottee Union designated account(s) identified by the Union in accordance with this article, together with the following information that may be provided either on paper or electronically:

1. The name of each unit employee for whom a deduction is made during that pay period and the amount withheld.

2. Identification of employee(s) for whom allotments have been temporarily or permanently stopped and the reason(s) therefore.

E. Upon request from an employee, furnish and process SF-1188s or equivalent in accordance with the terms and conditions specified on SF-1187s or equivalent and this agreement. Management will return SF-1188s or equivalent not timely filed.

F. Management will forward to the designated Union representative(s) copies of processed SF-1188s or equivalent forms received directly from members.

G. Management will furnish the designated Union official(s) with a copy of all forms HHS-610 or equivalent.

H. SSA will provide each applicable Union Local with a list of office SAC codes so that the Union can identify the work location(s) of its members.

I. If the Agency proposes to automate the dues withholding process, the union will be given notice and an opportunity to bargain to the extent required by 5 USC 71.

Section 4. Effective Dates

Effective dates for dues withholding actions will be as follows:

Action	**Effective Dates**
A. Starting dues withholding	Beginning of the first pay period after computer acceptance of HHS-610(s) or equivalent based on properly executed form SF-1187(s) or equivalent.
B. Revocation by employee	Revocations by bargaining unit employees will be effective on the first full pay period following the employee's anniversary date after computer acceptance of HHS-610(s) based on properly executed forms SF-1188 or equivalent. To be effective, forms SF-1188 must be submitted no earlier than 30 days prior to an employee's anniversary date. The date management receives the SF-1188 is the controlling date for revocation requests. If management does not have the employee's original form SF-1187 to establish the anniversary date, the union will provide a copy from their files within 14 calendar days. If the Union does not have a copy, the employee's anniversary date shall be the first pay period that dues were actually withheld as determined by the Agency's records. Any form SF-1188 or equivalent received outside the 30-day timeframe will be returned. Forms SF-1187 must clearly indicate to the employee that the authorization will recycle on each anniversary date unless timely revocation is received. Beginning of the first pay period after computer acceptance of notification.

C. Termination due to loss of membership in good standing	Beginning of the first pay period after computer acceptance of notification.
D. Termination due to movement to a position outside the unit of recognition	Employees in this situation will be notified in writing that dues withholding will stop two pay periods after the effective date of the action and that employees paying union dues should contact AFGE regarding continuing dues payment through the discretionary allotment process.
E. Suspension due to temporary movement (as documented on an SF-50) to a position outside the unit of recognition	1. Employees in this situation will be notified in writing that dues withholding will stop two pay periods after the effective date of the action and that dues withholding will automatically resume the first pay period that the employee returns to a bargaining unit position. 2. However, an employee may request in writing (on a form provided by the Agency) that dues withholding continue during the temporary movement outside the unit of recognition. The employee may later choose to suspend dues withholding at any time during the temporary movement to a position outside the unit of recognition. 3. If an employee's dues withholding anniversary date occurs during the period of temporary movement outside the unit of recognition the employee can elect to terminate dues withholding in accordance with Section 4.B of this Article.
F. Changes in dues amounts	First full pay period after computer acceptance of the change unless a later date is specified by the Union.
G. Transmittal of electronic remittance to Union.	Normally, ten (10) working days from payday

Section 5. Disputed Eligibility

When the Employer determines a position subject to dues withholding is no longer eligible for such deduction, the Union will be notified in writing. If the Federal Labor Relations Authority determines that an employee who had authorized dues withholding should not have been removed from the bargaining unit, the Agency will reimburse the Union for all dues that should have been withheld during the period the employee's position was in dispute.

Article 7

Duration of Agreement

Section 1. Effective Date

This Agreement will be implemented and become effective per the parties' March 19, 2018 Ground Rules MOU.

Section 2. Duration of the Agreement

This Agreement will remain in full force and effect for 6 years from its effective date and automatically renew itself from year to year thereafter. However, either party may give written or electronic notice of its intent to add, amend, reopen, modify or terminate existing Articles of the Agreement not more than 120 or less than 90 calendar days prior to the expiration date. Such notice must be accompanied by a list of the Articles that either party intends to add, amend, reopen, modify or terminate. Ground rule negotiations will then begin no later than 30 calendar days after receipt of the notice provided by either party. Ground rule negotiations will be conducted in accordance with Article 4, Section 2.

Section 3. Reopener

Negotiations during the term of this Agreement to add to, amend or modify this Agreement may be conducted only by mutual consent of the parties.

Article 07 - Sidebar

The parties agree to extend the 2019 National Agreement until October 25, 2029.

Article 8

Official Travel

Section 1. Compensation and Travel

A. Bargaining unit employees may be required to perform essential travel away from their official duty station on behalf of the Agency. Travel should be arranged and scheduled so as to minimize the effect of such travel on employees. Travel reimbursement will be paid in accordance with applicable Federal Travel Regulations and this agreement.

B. When the employee is required to travel during non-duty hours, the employee will be paid overtime when such travel constitutes hours of work under 5 U.S.C. or the Fair Labor Standards Act, if applicable.

   If an employee is required to travel on non-duty time, SSA will make every reasonable effort to give a written explanation prior to traveling. If notice is not provided before traveling, it will be provided subsequently upon request of the employee.

C. To the maximum extent practicable, time spent in travel status away from an employee's official duty station will be scheduled by the Agency within normal working hours of the traveling employee(s). To this end, the Agency agrees to the maximum extent practicable:

   1. whenever possible, schedule events to allow employees to travel during their normal duty hours.

   2. allow an employee to travel on the day preceding and/or after an event when travel on the day of an event would be outside the traveling employee's regular duty hours.

D. Employees retain the right to travel on their own time if they so choose, but are responsible for any additional cost incurred to do so.

E. If an employee is unable to return home during normal duty hours, the employee may request to do so during non-duty hours, and if approved by an authorized management official, will receive appropriate compensation in accordance with the law and this agreement.

F. For other than local travel, employees will normally be provided with travel authorizations prior to being required to travel away from their official duty station.

G. If the travel is expected to require employees to be absent from their duty station for two weeks, or more, employees will be given at least five (5) work days notification of their date of departure, when practical.

Section 2. Compensatory Time Off for Travel

A. Employees will receive travel compensatory time in accordance with law and regulation.

B. Employees are required to document their time spent in travel.

C. Requests for compensatory time off for travel will normally be submitted within 5 work days of completion of travel.

D. Disapproved requests will be returned to the employee with a verbal explanation or written if requested.

E. Employees requesting travel compensatory time off will use the SSA-71 or equivalent by marking “Other” and indicating “Travel Comp. Time”.

F. Information on Compensatory Time for Travel will be contained on the Agency website.

Section 3. Change from Per Diem Allowance to Actual Expenses

A. Advance Authorization. An employee scheduled to travel in an area, for which a per diem allowance is prescribed, may request advance authorization for travel on the basis of actual expenses. Any such request will normally be approved when the supporting justification showing warranted circumstances for the request meet Agency-wide guidelines.

B. Post Approval. Reimbursement for actual expenses allowable under law and/or government wide rules and regulations will normally be authorized on a post approval basis if the employee can justify that prudent expenses required by the ordered travel exceeds (as defined by Agency-wide guidelines) the prescribed per diem rate. This provision applies only to travel involving assignments of 30 calendar days or less.

C. While employees are assigned to training or duty away from their regular duty station, they may elect to return home during non-workdays or non-work hours. In such cases, they will be reimbursed for travel expenses not to exceed the amount reimbursable had employees remained at the temporary duty station. However, if there is a personal or family emergency, such as the death or serious illness of a member of the traveling employee’s family or individual related by affinity; or, a catastrophic occurrence or impending natural disaster, such as fire or flood which directly affects the traveling employee’s home, requiring the employee to return to their principal residence, the Agency will pay the reasonable costs (including transportation and per diem) of the traveling employee returning to their principal residence.

D. A copy of official SSA travel regulations will be made available for employees to review upon request. The Agency will inform employees of the appropriate website for travel regulations and tax implications for long term details.

E. When an employee in travel status is injured or becomes ill and is expected to remain so for at least three (3) days, the Agency will reimburse the employee for expenses incurred in returning to the employee's normal duty station. In accordance with the provisions of Article 31, a Medical Certificate may be required. Allowances for expenses will be paid in accordance with applicable Federal Travel Regulations.

Section 4. Continuation of Approved Travel Expenses

Employees who are unable to arrive at, or return from their destination during regular duty hours will be reimbursed for authorized travel expenses provided said inability to arrive or return is due to arduous travel conditions beyond the employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

Section 5. Advancement of Expenses

Employees required to travel will normally obtain and use the Government travel card for official travel expenses and the ATM program for authorized cash withdrawals. SSA will make every effort to ensure that employees, who are expected to travel, will receive their travel card and travel authorization in sufficient time to arrange for travel and lodgings.

Travel cash advances, if requested, will be authorized for first time travelers who have applied for the Government travel card but do not have time to receive the travel card prior to traveling, and for those employees on a long-term assignment who have to pay a security deposit and/or the lodging facility in which they stay does not accept the Government travel card. Travel advances will be calculated in accordance with applicable travel regulations and agency policy. Employees may request hardship, religious, and/or credit exceptions to the use of the card.

Normally the Administration will not require an employee to travel overnight prior to receiving a travel advance or card. The Administration shall process all claims for travel expenses as expeditiously as possible.

The government travel card is to only be used for authorized official travel expenses in conjunction with official Government travel and is not to be used for personal purposes. Information regarding the Employee Information Packet, travel rules, regulations, and agency policy will be made available on the agency website. The agency will provide advance notice to the employee of deactivation of the travel card.

Should the agency propose changes to the government travel card program and there is a duty to bargain under 5 USC 71, notice and opportunity to bargain will be provided to the Union consistent with the procedures in Article 4.

Section 6. Reimbursements

A. Management will provide appropriate assistance and training to employees to process travel orders, travel advances, travel authorizations, travel vouchers, and, if requested, travel arrangements (e.g., E2 Solution or any subsequent travel program/software). SSA will provide employees a reasonable amount of duty time to complete and submit these travel related documents.

   Copies of training guides, user manuals for the web-based travel system and the name of the appropriate contact for travel assistance will be available on an agency website. The agency

will consider the request of qualified employees to volunteer to train on E2 Solutions or any subsequent travel program/software. Should the agency propose changes to the web based travel program and there is a duty to bargain under 5 USC 71, notice and opportunity to bargain will be provided to the Union consistent with the procedures in Article 4.

B. Management is responsible for insuring that employees are reimbursed timely, normally within five (5) workdays after properly filing a travel voucher. In an effort to pay employees timely, the Agency will work closely with employees when errors or problems are encountered. It is the employee's responsibility for notifying the travel card contractor when a payment issue occurs. If payment to the employee is not made within 30 days from the submission of the travel voucher to the appropriate agency official or agency employee, interest/penalties shall accrue pursuant to the Prompt Payment Act.

   If payment is not made within 5 workdays from the approval of a properly filed travel voucher, the agency will explain the reason for the delay to the employee.

C. Electronic notification of travel payments will be issued to employees.

D. In the event that a claim for travel expenses is denied, the Agency will notify the employee timely, normally within five workdays of the denial, and identify the basis for denial. Upon request, management will provide a written explanation. In such cases, the Agency will pay non-disputed expenses.

Section 7. Use of Privately Owned Vehicles/Government Furnished Vehicles/Common Carrier

Bargaining unit employees will not be required to use privately owned vehicles, nor will they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for Government business, unless such use is made a condition of employment. If the Administration decides to make use of privately owned vehicles a condition of employment and there is a duty to bargain under 5 USC 71, notice and such opportunity to bargain will be provided to the Union by SSA consistent with the procedures in Article 4.

A. Reasonable periods of time spent by a traveling employee during regular duty hours to make emergency repairs to or refueling of vehicles used to conduct government business will be considered duty time.

B. In situations where a traveling employee is required to pick up or return a government-furnished vehicle from a motor pool, without first checking in and/or out of the permanent duty station, the Administration will schedule the travel assignments so that the traveler may leave home at the same hour he/she would leave to report to the office, and, upon return, so that he/she may arrive home at the same time he/she would ordinarily arrive had he/she worked at the office.

C. When an employee uses a privately owned vehicle instead of an available government-furnished vehicle (GFV), mileage will be paid at the maximum reduced rate consistent with GSA regulations.

D. In all other cases, mileage for use of privately owned vehicles (POVs) will be compensated at the maximum rate permitted by GSA.

E. Requests for the use of POV/Rental Cars will be approved/disapproved using current SSA policies in a fair and equitable manner.

F. Common carrier will be used whenever it is reasonably available, unless:

1. the use of common carrier would seriously interfere with the performance of official business;

2. or such use imposes an undue hardship on the employee; or

3. the Federal Travel regulations provide for some other mode; or

4. the employee requests and receives approval to use a POV or rental car; or

5. there is a leased GSA automobile made available to the employee.

Section 8. Document and Property Loss/Theft

An employee is accountable for government documents or property in their possession and/or custody. Employees exercising reasonable care will not be held responsible for documents or property damaged, lost, or stolen from their possession and/or custody.

Section 9. Protective Assistance and Communications While in Travel Status

A. The Administration recognizes that some travel job assignments present a threat to the personal safety of employees. When such circumstances are brought to the attention of the supervisor by employees or the Union, appropriate measures will be taken to assure the safety of the employee. The parties agree to jointly review existing protective procedures from time to time to assure that employees receive the maximum feasible protection from such dangers.

B. If an employee is in travel status for at least one week at a single SSA facility, management will provide the employee with email access at that facility when possible. Management will consider requests for email access from employees in travel status for durations of less than one week.

C. If an employee requests to use an agency cell phone for official travel, management will issue a cell phone if one is available in the employee's office at the time of the request. If more than one person is assigned to travel for the same period of time, management will consider health and safety concerns in determining who is issued a phone if one is made available.

Section 10. Long-Term Assignments and Training Arrangements

An employee on a long-term assignment will be authorized occasional return trip(s) to his/her permanent duty station approximately at the mid-way point of the detail between 90 and 180 days and for details of 180 days or more approximately every 90 days at government expense on non-workdays or during periods of leave. Reimbursement for long term assignments and training arrangements will be in accordance with Federal Travel Regulations.

The Agency will inform employees on long-term assignments, including training, of the types of lodging available. This information, if requested and if applicable, may include such things as whether the facility is handicapped accessible and if there is available public transportation. Employees have the right to select their own lodging from among such facilities, or others the employees choose which meet federal requirements. The Agency will inform employees on long-term assignments of authorized reimbursement rates for lodging during that assignment, including, upon request, of the circumstances in which they can be reimbursed fully for lodging or meals that exceed the established government maximum rates, e.g., actual expenses in lieu of standard reimbursement rates.

Section 11. Travel Attendants

In accordance with law, employees in travel status with a qualified disabling condition who require the assistance of an attendant will be provided such assistance by the Agency. Travel and per diem will be paid for the attendant.

Section 12. Relocation Services and Reimbursements for Permanent and Temporary Relocations

Relocation services and reimbursements, when authorized by the agency, will be consistent with Federal Travel Regulations, GSA regulations, and agency policy.

The agency will provide employees who are authorized relocation assistance with the name of an agency contact person and information on the relocation process, which includes information on transportation of household goods, en route travel, house hunting trips, and services provided by relocation contractor, etc.

In addition, this information will be provided on the agency website.

Section 13.

In cases where the assignment of an employee to a temporary duty station is in the interest of the Government, travel authorizing officials may elect to pay limited relocation benefits instead of long term detail per diem as set forth in the Federal Employee Travel Reform Act (FETRA).

Section 14.

When an employee is assigned to a TDY station within the commute area of his/her permanent duty station, reimbursement will be in accordance with agency policy as of the effective date of this Agreement and the federal travel regulations. If the agency's policy changes and there is a duty to bargain under 5 USC 71, such notice and opportunity to bargain will be provided to the Union by SSA consistent with Article 4.

Article 9

Health, Safety and Wellness

Section 1. General

A. The Administration shall provide a safe and healthy work environment in accordance with Executive Order 12196 and the Department of Labor implementing regulations.

B. The Administration and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the Employer's control. The parties recognize that accurate reporting of incidents is essential to the health and safety of employees in SSA.

Deviations from either the OSHA Standards or the Special SSA Standards will be granted only in accordance with AIMS GAM 13.04.06. At the time a deviation is requested, the Union will be notified at the appropriate level and will receive a copy of the request for deviation. The Union, at the appropriate level, will be kept informed of the status of the request.

The Administration will semi-annually (normally June and December) provide all incident and accident figures (including Agency-level workers' compensation data) required by SSA and OSHA to the General Committee. These figures will be provided by component level and will identify components and facilities. The Administration will make available to the AFGE General Committee upon request, raw data (incident reports, workers' compensation claims, etc.).

C. Consistent with applicable law and regulations, National Fire Codes and the National Building Code will be used throughout SSA and shall be considered minimum requirements. Special SSA Standards will be recognized as recommended standards for SSA facilities.

If it is necessary to alter AIMS Chapter 13, and there is a duty to bargain under 5 U.S.C. 71, notice and such opportunity to bargain will be provided.

D. Management agrees to inform the appropriate designated union representative of all construction activities occurring during normal work hours. When the activity occurs in space immediately occupied by employees, management will take appropriate safety measures.

E. When management determines that exposure to unsafe or unhealthy working conditions, which cannot be immediately corrected, may result in the likelihood of illness or injury, employees will be directed to a safe and healthy area in the same office, or deployed to another installation or deployed to an Alternate Duty Station (ADS) for those employees with a signed telework agreement, or granted an excused absence. The Agency will provide notice and, upon request, bargain with the Union to the extent required by 5 USC 71.

F. All time authorized for activities under this Article will be in accordance with Article 30 of the National Agreement.

Section 2. Committee

The parties agree to a National Health and Safety Committee. This committee will be composed of Union representatives and management officials. The Union may appoint up to six members.

The National Health and Safety Committee will meet two (2) times a year for three consecutive days from 1:00-4:00 PM EST; extensions will be by mutual agreement. Meetings will be held using appropriate technology. If the union wishes to have face-to-face meetings at Central Office, the union will be required to pay their own travel expenses. Either party may submit agenda items for discussion at these meetings.

In accordance with applicable laws and regulations, the Agency will provide available information which is necessary to the duties of the committee upon request.

Section 3. Installation Health and Safety Structure

A. In each installation, the Administration shall designate a health and safety official and the Union shall designate a health and safety representative. Access to Agency facilities is governed by Agency policy and applicable laws and regulations. Health and safety reps may carry out the following functions:

1. Accompany management on semi annual health and safety inspections. The health and safety representative may provide comments orally or in writing to the management official who is preparing the 5510. The completed 5510 will include these comments as well as the contact information for the representative and will note any disagreement between the parties related to the inspection. The designated representative will receive a copy of the completed Form SSA-5510-BK (Report of Safety Hazard).

   The parties agree that each worksite facility will be inspected at least twice each calendar year using form SSA-5510. In large facilities, such as headquarters, PSCs, and the DOC, the second inspection will be a follow up inspection conducted within 90 days after completion of the original inspection.

2. Accompany management, as appropriate, on health and safety inspections conducted by other governmental authorities.

3. Receive employee reports of unsafe or unhealthy conditions and share any reports with management. Employees may submit such reports to either the Union or management representative, who will discuss the submission. The official in charge of the installation will decide what, if any, action to take.
   Should the union representative be dissatisfied with the installation manager's disposition of the matter, he/she may raise the matter with a union representative of

the applicable council for further review. Such council designee may further raise the matter at appropriate management levels.

4. Inform management of any alleged unsafe or unhealthy condition, for appropriate action if necessary.

5. Referral of matters to OSHA and/or NIOSH as appropriate. The union designated health and safety representative will also apprise management prior to a union referral.

6. Receive copies of any written notice referred by an agency official in response to an employee report of an unsafe or unhealthful condition.

7. Receive all reports of security incidents involving threats to employees, their offices and property in accordance with AIMS GAM 10.05.03. Such reports may be sanitized as appropriate.

8. When a facility is closed as a result of weather or other event, which has caused damage to the building, including but not limited to, earthquake, volcanic eruption, fire, tornado, hurricane, tsunami, flood, cyclone, landslide/mudslide, cave-in, etc. and a final re-occupancy walk-through inspection is performed by the agency, the agency will invite the designated health and safety representative to accompany management on the final re-occupancy walk-through inspection. The agency has no obligation to delay the inspection after reasonable advance notification is given.

9. Be informed of any recalls of products or materials used within the office or facility such as headsets, chemical products, etc.

10. Upon request, be provided copies of those Safety Data Sheets prepared by the agency regarding chemicals introduced into the workplace.

11. A copy of the employee portion of the Facility Security Plan will be available electronically and the designated local health and safety representative may submit comments once a year for management consideration.

B. If no onsite health and safety representative is available, the Union will designate a health and safety representative from a nearby facility.

C. The Agency will not pay for travel and per diem for any health and safety activities described under this Section.

Section 4. Abatement of Unsafe and Unhealthy Working Conditions

A. The Employer shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions. Management will timely inform employees of efforts to abate unsafe or unhealthy working conditions.

B. If there is an emergency situation in an office, the first concern is for the employees and the public. Should it become necessary to evacuate a building, management will take precautions to protect the safety of employees and visitors to the facility. Individuals will not be readmitted until management determines that there is no longer danger to the evacuated personnel. When the potential for danger escalates to a level that requires emergency response team, e.g., police/fire department, they will determine when the facility is safe to reoccupy. The designated Union health and safety representative will be notified as soon as possible regarding an emergency situation.

C. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within 30 calendar days. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps, being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions. Form SSA-127 may be used and a copy of the form will be given to AFGE.

D. When a hazard cannot be abated without assistance of the General Services Administration (GSA), the Employer shall work with GSA in its attempts to secure abatement.

Section 5. Health and Safety Training

A. At no cost to the Agency, Union health and safety members on the National health and safety committee will be offered equivalent training as given to management's committee members relating to the performance of committee responsibilities. Each designated committee member will receive 4 hours per year of health and safety training, with no carryover. Time authorized for such training will be in accordance with Article 30 of the National Agreement.

B. If determined appropriate by Management, the Agency may offer additional health and safety training at no cost to the Agency.

C. The Employer will continue to provide employees with the appropriate orientation and/or training that the Employer deems necessary to perform their jobs safely. Such training shall include instructions in the proper work methods to be used and proper use of required equipment.

Section 6. Local Health Service Needs

A. The Administration will continue to provide health care services and emergency treatment where presently provided. If the agency elects to change current services, the union will be notified and provided an opportunity to bargain in accordance with 5 USC 71.
The Administration will provide/pay for flu shots, when reasonably available. Effective September 23, 2022: A reasonable amount of administrative leave will be granted to employees to receive Administration-provided flu shots when offered at an agency facility (commuting will be done on non-duty time).

B. The Employer will make appropriate arrangements for employees interviewing individuals with known serious communicable diseases.

C. Management will take appropriate precautions against the spread of infectious disease. Such precautions will include, but are not limited to providing tissues and hand sanitizers on all interviewing desks and made available for shared work stations, as well as liquid soap dispensers and paper towels in bathroom and kitchen areas.

D. Management will provide timely testing, as determined by the SSA Medical Office, for an employee potentially exposed in the conduct of their official duties to a serious infectious disease. There will be no cost to the employees for leave or the exam.

E. Evacuation chairs will be provided in accordance with agency policy.

Section 7. Inspections and Notification

A. Management will assure that the designated Union health and safety representative is notified and invited to accompany management on all SSA-controlled inspections of agency work places, except when that would pose a hazard to the representative. If the designated health and safety representative attends the inspection, they may provide comments electronically to the management official who conducted the inspection.

B. Management will assure response to employee reports of hazardous conditions and will investigate within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other conditions; assure the anonymity of those making reports. However, an investigation may not be necessary if through normal management action and with prompt notification to employees, the hazardous condition identified can be abated immediately.

C. When the Employer receives a report that a potentially dangerous or unhealthful condition is present at a particular worksite, the Employer shall timely notify the designated Union Health and Safety representative, as appropriate, of the alleged dangerous unsafe or unhealthful condition. Management will timely inform employees of the alleged dangerous unsafe or unhealthful condition.

D. The National Health and Safety committee may review or recommend procedures which will be considered for application in appropriate facilities to cover issues such as bomb threats, possible shootings, temperature conditions, conditions of evacuation and similar office health and safety problems.

E. In accordance with agency policy, the agency will periodically test duress alarms.

Section 8. Temperature Conditions

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' health. The parties agree that the problem of temperature extremes, either

hot or cold, and suitable measures to reduce the risk of exposed employees are acceptable matters for referral to the National Health and Safety Committee or designated health and safety representative, as appropriate.

Section 9. Reporting Unsafe and Unhealthy Conditions

The Administration shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in agency occupational safety and health program activities.

Section 10. Asbestos

The Agency will ensure abatement of the asbestos hazard pursuant to applicable Government-wide law and regulations. Designated Union health and safety representatives will be notified of all asbestos monitoring and given a copy of all tests monitoring asbestos levels.

Section 11. Indoor Air Quality

A. The Agency will provide safe, healthful indoor air quality in compliance with applicable laws and industry standards.

B. To the extent the employer has control, there will be no applications of insecticides/pesticides during work hours. Whenever insecticides/pesticides are used in a large scale application, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special health needs will be reasonably accommodated.

C. To the extent the employer has control, there will normally be no applications of construction/renovation/maintenance/cleaning chemicals during work hours. Such chemicals include paint, carpet glue, HVAC cleaning agents and similar construction like chemicals. However, there may be situations where chemical applications or painting may be done during the workday in isolated areas without disruption to the work environment. In this situation, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special health needs will be reasonably accommodated.

Section 12. Onsite Security

A. The Employer will make reasonable efforts to protect employees from abusive and threatening clients and will take reasonable precautions to ensure such protections.

   When management becomes aware of threats received by phone or is alerted to a threat through the Visitor Intake Process (VIPr), appropriate action will be taken in accordance with agency policy.

Employees witnessing an incident are encouraged to alert Management. Reportable incidents include threats or potential threats that affect the security and safety of SSA employees, guards, visitors, facilities and records.

B. The Employer will arrange for emergency protective assistance at each installation to enable employees to receive assistance if the situation requires it.

C. If management or an employee becomes aware that a visitor to the office is a fugitive felon, management will take appropriate action to protect the health and safety of employees.

   Employees will not be expected to participate in any sting activities e.g., arrest, detain, etc. regarding fugitive felons. If a law enforcement authority enters SSA space to arrest or question a fugitive felon or someone suspected of illegal activity, management will take appropriate action to protect the health and safety of employees.

D. Whenever an employee is faced with a physically threatening situation, the Employer will provide appropriate assistance.

E. Employees will not be required to divulge personally identifiable information to the public in individual circumstances where the employee reasonably believes harassment or physical abuse may result. In such cases, the employee should timely inform the supervisor. If an employee prefers not to use his/her name on written correspondence to the public, the employee will use a pseudonym or other identifier approved by management.

F. Consistent with its right to determine internal security practices:

   1. Where conditions warrant, the Employer will provide equipped security guards at SSA facilities.

   2. SSA will equip office areas with appropriate security devices, to ensure, to the maximum extent possible, employee safety.

G. All telephones in offices will be labeled with appropriate emergency numbers.

H. In accordance with agency policy, Management will make every reasonable effort to document disruptive conduct by non-SSA employees.

I. Employees will be informed annually of the Identity Protection Program (IPP).

   Recognizing the privacy of the individuals involved, upon request, the AFGE General Committee will be provided annually with the number of employees participating in the IPP.

Section 13. Leases

A. SSA-maintained leases and/or copies of GSA occupancy agreements of leased spaces will be provided to the Union upon request.

B. The parties recognize the potential impact of solicitations of offers from GSA. The Union will be notified timely of these situations. This provision is not a waiver of the Union's right to request additional information, consultation and bargaining.
C. To the extent of its discretion, and throughout the term of the lease and/or occupancy agreement, Management will take appropriate action to ensure compliance with provisions of lease and/or occupancy agreements impacting on conditions of employment through timely notification and follow-up with appropriate parties.

Section 14. Emergency Preparedness

A. Each facility shall have an emergency preparedness plan. This plan will publish the chain of command, which will identify a member of SSA management or designee who will be physically present for employee direction during all scheduled work hours in each permanent installation. The plan will also cover employee procedures in the event of fire, earthquake, bomb threat, tornado, flood, or similar emergency. Evacuation drills will be conducted semiannually.

B. The Employer agrees that the first concern when an employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

C. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will assist the employee in arranging for such transportation.

D. The Employer agrees to maintain adequate first aid supplies at each permanent installation. All employees will have reasonable access to these supplies.

E. Shelter In Place procedures will be followed in accordance with Agency policy. Should the Agency decide to change Shelter In Place procedures, the Agency will provide notice and bargain to the extent required by 5 USC 71.

F. In the event of a natural disaster or other widespread emergency, management will take appropriate action and timely notify the union. In these situations, the Agency will follow 5 USC 6329c (Weather and Safety Leave), applicable regulations (e.g. 5 CFR Part 630 Subpart P), and Agency policy. Management will grant leave to employees affected by the situation in accordance with Article 31.

Section 15. Stress

The parties agree that recognizing, minimizing and coping with stress are essential parts of employee wellness. Management will make every effort to provide annual training on stress reduction and will make information available on the agency website regarding stress reduction. This will be a part of the SSA Wellness Program.

The designated health and safety representative may initiate an annual discussion with local management on reducing stress in the workplace. The Agency will not pay for travel and per diem for these discussions.

Employees who feel they are experiencing harmful levels of job related stress may contact employee counseling services.

The issue of stress reduction will be an appropriate agenda item for the National Health and Safety committees.

Information on stress management will be available on the agency website.

Section 16. Smoke Free Environment

In keeping with the parties' concern for the health, safety and well-being of all SSA employees, there shall be "no smoking" in any SSA controlled facility. In addition, there will be "no smoking" on any SSA controlled property or premises.

Information on smoking cessation will be available on the agency website.

Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the Employee Assistance Program. Employee participation in counseling or cessation programs related to smoking is strictly voluntary.

If there are changes to the agency smoking policy generated by Executive Order, government wide laws, rules or regulations, and there is a duty to bargain under 5 USC 71, notice and such opportunity to bargain will be provided consistent with Article 4.

Section 17. Job Safety Analysis

A. In situations where information indicates that employees in a particular occupation are suffering from a pattern of accidents, disabling injuries and/or illnesses, management will conduct a Job Safety Analysis (JSA).

B. JSA may consist of but not be limited to the following:

    1. General conditions under which the job is performed.

    2. An explanation of the job steps.

    3. An explanation to determine the hazards that exist or might occur.

    4. Recommendations to eliminate any of the hazards identified.

C. Who shall receive a copy:

1. Copies of all available studies and all completed JSA's will be provided to the Union within 30 days.

2. Each employee covered by a particular JSA will receive a copy within 30 days after completion of the JSA which covers his/her position.

3. When a new employee reports to duty or is reassigned to a new position and a JSA has been completed, he/she will receive a copy within 30 days after reporting to duty in that new job.

Section 18. Work space

The agency will make every reasonable effort to provide work space that comports with OSHA and ANSI standards and, in doing so, may consider other generally acceptable standards, to the extent that such standards do not conflict with OSHA and ANSI standards or with each other. Should the Agency decide to change employee workspace including ergonomic furniture, the Agency will provide notice and bargain to the extent required by 5 USC 71.

Section 19. Workplace Violence

The prevention of violence in the workplace by non-employees is a mutual concern to both the Agency and the Union. As determined by management the Agency will take appropriate action to abate unacceptable forms of conduct by non-employees to ensure a safe work environment. When members of the public demonstrate disruptive, violent, or threatening actions or behavior, SSA will take the necessary measures, including banning that individual from appearing in person at any of our offices, to ensure the safety of everyone involved.

Section 20. Wellness

SSA will provide wellness-related information such as stress, smoking cessation, health, nutrition, weight management and control, dental health, respiratory and cardiac health, and fitness, on an Agency-wide website. The information on this website may be supplemented, as applicable, on regional wellness websites.

Agency wellness coordinators will be listed on the agency intranet.

Sidebar – Article 9

The Agency has decided to terminate the Vision Program. If the Agency implements a new Vision Program, AFGE bargaining unit employees may participate.

Article 10

Hours of Work

Section 1. Hours of Work

A. Hours of work for employees shall be in accordance with applicable law and regulations.

B. A rest period of fifteen (15) minutes duration will be allowed each employee twice a day provided the employee works seven hours and once a day provided the employee works four hours. A rest period of ten (10) minutes duration will be allowed each employee during each period of extended shift overtime of at least 2 hours duration. On days when all work is overtime (including compensatory time) and/or credit hours, a rest period of fifteen (15) minutes will be allowed for each period of 4 hours worked. Rest periods will not be appended to periods of leave or the beginning or end of the employee's work shift. Management will not restrict employee mobility during rest breaks.

C. The occurrence of holidays shall not affect the designation of the basic workweek.

Section 2. General Definitions

For the purposes of this article and its Appendices, the following definitions apply:

A. "Employee" means an AFGE bargaining unit employee of SSA.

B. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.

C. “Fixed shift" means a workday that establishes the employee's arrival and departure times. These times are normally standardized and not variable.

D. "Overtime" means work that is performed by an employee in excess of eight hours in a day or in excess of 40 hours in an administrative workweek and that is officially ordered or approved by the Agency. "Overtime" does not include "credit hours."

E. "Core Hours" means that period of time when all employees on a particular shift are expected to be at work.

F. "Flexible work arrangement” (FWA) means a workday in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and two flexible bands. "Flexible time and flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times.

    1. "Flextime” is a system of working hours which allows employees to choose their starting time for their 8 hour workday, subject to certain limitations, on a day-to-day basis.

2. "Flexible 5/4/9 work arrangement" for full-time employees is an 80 hour biweekly basic work schedule that is worked in less than 10 days and includes five (5) workdays in one week and four (4) workdays in the other week of the pay period. Participants will work eight 9 hour days each pay period and one 8 hour day each pay period. Participants will have one designated non-workday each pay period. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.

3. A flexible "4/40" work arrangement is a 40 hour weekly basic work schedule that includes four (4) workdays in one week. Participants will work four 10 hour days each week and have one designated non-workday each week.

G. Compressed work schedule means that an employee's basic work requirement for each pay period is scheduled for less than 10 work days. "Compressed work schedule" (CWS) is always a fixed shift.

H. "Credit hours" means those hours worked in excess of an employee's basic work requirement in which an employee on a flexible work schedule elects to work so as to vary the length of a succeeding workday or workweek. The use of credit hours cannot be used in a pattern that represents a 4/40 schedule. Employees who occupy positions designated for fixed work schedules and employees working 9 and 10 hour FWA schedules are not eligible to earn credit hours.

I. "Holidays" are those days designated as Federal holidays.

Section 3. General Overtime Provisions

A. Overtime shall be distributed to qualified volunteers whose performance is at least satisfactory. Overtime shall not be distributed or withheld as a reward or penalty.

B. When an employee, whether covered by the Fair Labor Standards Act or exempt, works regular overtime, such overtime will be scheduled and paid in increments of 15 minutes. When an employee, whether covered by the Fair Labor Standards Act or exempt, works irregular overtime, such overtime will be paid in increments of 15 minutes. Daily increments of less than 15 minutes, if such occur, will be accumulated during the workweek. At the end of the workweek, any increments of 7 minutes or fewer will be rounded down and any increments of 8 minutes or more will be rounded up to the next 15 minute interval.

C. Employees covered by both the Fair Labor Standards Act and Title 5 U.S.C. shall receive overtime compensation in accordance with whichever benefit is greater.

D. When approved by Management, employees can accrue and use compensatory time in accordance with applicable law and Government-wide rule and regulation. The Employer may grant an employee's request for compensatory time rather than payment for overtime. An employee may request compensatory time off for hours of work spent in travel status that otherwise would qualify for overtime compensation, in accordance with law, government-wide regulation and Agency policy.

E. When employees in a voluntary situation indicate in advance that they will work overtime, the Employer should have a reasonable expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have his or her name placed at the end of any overtime roster. Such employees may be considered for overtime after all eligible employees have been given proper consideration or will be excluded from overtime work for two (2) weeks, whichever comes first.

F. Employees who are called back to work at the office for a period of overtime unconnected to their regularly scheduled tour, or who work overtime on Saturday and/or Sunday in their official duty station but are unable to complete the minimum overtime scheduled due to work related reasons outside control of the employee, are entitled to a minimum of two hours of overtime pay. Employees who work in their official duty station on a holiday but are unable to complete the minimum scheduled time due to work related reasons outside control of the employee, are entitled to a minimum of two hours of holiday pay.

G. When scheduled overtime is to be mandated for all employees in the occupation/operating entity, employees will be notified at least 3 days in advance, whenever possible. Notice of 2 days will be given for all other overtime work, whenever possible.

H. When management decides to use overtime, qualified volunteers will be used before using non-volunteers.

Section 4. Federal Holidays

A. If a holiday falls on a regular workday, that day is the employee's holiday. If a holiday falls on any non-workday other than Sunday, the day of the "in lieu of" holiday is the preceding workday; e.g., if a holiday falls on Monday and if Monday is a non-workday for the employee under their flexible 5/4/9 or 4/40 work arrangement, the "in lieu of" holiday is the previous Friday. If a holiday falls on Sunday the next workday is the "in lieu of" holiday; e.g., if a holiday falls on Sunday and if Monday is a non-workday for the employee under their flexible 5/4/9 or 4/40 work arrangement, the "in lieu of" is Tuesday.

B. Holidays that fall on an employee's 9 hour day require the employee to use one hour of leave or an earned credit hour to account for the holiday period. To avoid charge to leave or an earned credit hour the employee will be permitted to either move their 8 hour day to the holiday or charge their day off to the holiday.
C. Holidays that fall on an employee's 10 hour day require the employee to use two hours of leave or two hours of earned credit hours to account for the holiday period.

Section 5. Flexible 5/4/9 and 4/40 Work Arrangement Procedures (4/40 applies only to those components that have 4/40 as of the date of this Agreement)

A. Employees will be given an opportunity to request a flexible 5/4/9 or 4/40 work arrangement designating their preferred day(s) off and 8-hour work day if on a flexible 5/4/9 schedule. The employee will submit the request to his/her first line supervisor. The employee's choice will be subject to approval of the first line supervisor.

B. Employees will have a one (1) month request period beginning two (2) months before the start of the next flexible 5/4/9 or 4/40 work arrangement period (i.e., February is the employee's request period for the April through September flexible 5/4/9 or 4/40 work arrangement; August for the period October through March). The Employer will make a timely decision within ten work days following the request period (i.e., March or September). If a flexible 5/4/9 or 4/40 work arrangement is denied, the employee may adjust their leave requests in accordance with Article 31 of the National Agreement.

C. An employee may request a change in their flexible 5/4/9 or 4/40 work arrangement day off because of a family emergency. The request must be in writing (i.e., hard copy or e-mail). The supervisor will consider staffing needs and workload conditions prior to acting on the request and respond to the employee.

D. Employees have the option of going from a flexible 5/4/9 or 4/40 work arrangement to the regular flextime plan at the beginning of any pay period. Employees who wish to change from the regular flextime plan to a 5/4/9 or 4/40 work arrangement may only do so at the start of the six month leave request period. However, employees with bona fide emergency needs, as determined by management, may request participation in a 5/4/9 or 4/40 work arrangement outside the normal request times. If approved by management, affected employees may change to a 5/4/9 or 4/40 work arrangement at the start of the next appropriate pay period.

E. Employees working a flexible 5/4/9 or 4/40 work arrangement must arrange their arrival time so that they can complete their nine and one-half (9 ½) hours or ten and one-half (10 ½) hours work schedule before the end of the afternoon flexible band.

Section 6. Suspension of Flextime and Flexible 5/4/9 and 4/40 Work Arrangements

A. Should management determine, after consideration of bona fide operational needs, that it is unable to provide the level of service required to support agency operations and provide service to the American public, the appropriate management official may suspend, for the duration of the operational need, the flexible 5/4/9 or 4/40 schedule and/or credit hours. In these situations, management may assign employees to a fixed shift.

   Management may also direct specific arrival or departure times. This notification will normally be made 48 hours in advance.

B. Employees who are scheduled to attend training may have to revert to the working hours in effect at the training site. Their flexible 5/4/9 or 4/40 work arrangement tour may also be suspended.

C. If an employee's flexible work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met (i.e., the next pay period).

Section 7. Saturday Credit Hours

When overtime is offered in a unit, module, section or office, management may offer up to eight (8) credit hours for those employees who work in that unit, module, section or office. The opportunity to earn Saturday credit hours is only available to employees in those components which permitted Saturday credit hours prior to the effective date of this agreement. However, OHO (Field) and OARO field employees are allowed to earn four (4) credit hours on Saturday under the same provisions described above.

Section 8. Miscellaneous

A. When an employee is in travel status he/she may participate in the flexible schedules offered at their temporary duty site unless the flexible schedule would interfere with the assigned training or assigned duties.

B. For family emergencies, management may permit temporary exceptions to an employee's established starting time.

C. Management may change lunch/break schedules to accommodate operational needs.

D. All bargaining unit employees are required to use the Agency designated time and attendance system to record their sign in and sign out each day. This includes all hours of compensable time worked and leave used. (Moved and revised from Appendix A, Section 5.F.)

E. WSUs will follow the provisions of the Article 10 appendix of the component in which they are organizationally aligned.

Article 10 - Appendix A

Flexible Work Arrangements (FWA) and Credit Hours for Field Offices

Section 1. Purpose

This appendix sets forth the FWA and credit hour procedures to be followed in field offices and provides authority for such employees to participate in these arrangements.

Section 2. Employee Options

Employees have the option of participating in FWA (which is flextime or a flexible 5/4/9-work arrangement).

Section 3. Scope

All full-time bargaining unit employees (including temporary employees) working in Field offices are covered by this appendix.

Section 4. Flextime

A. Flextime Shifts

Shift 1 begins one hour (1 hour) before the normal start time and ends one hour after the normal start time. Shift 2 begins at the normal start time and ends one hour after the normal start time.

B. Core Time

Core time for shift one is the period one hour after the normal start time to one hour prior to the normal stop time. For example, if the normal office hours are 8 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m. to 3:30 p.m. Core time for shift two is the period one hour after the normal start time to the normal stop time. For example, if the normal hours are 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, the core hours are 9 a.m. to 4:30 p.m.

C. Flexible Band

Flexible band for shift 1 is a 2 hour period starting one hour before the normal start time and ending one hour after normal start time. It will also be one hour prior to the normal end of the workday to one hour after the end of the normal workday. The flexible band for shift 2 is a one hour period starting at the normal start time and ending one hour after the end of the normal start time. It will also be from the end of the normal workday to one hour after the end of the normal workday.

Section 5. Flextime Provisions

A. The Flextime Workday

The usual eight (8) hour workday plus lunch will be replaced by a working day that is composed of two (2) different types of time: core time and a flexible band. Employees with prior supervisor approval may flex out for lunch. The employee must append this time to his/her already established lunch period.

On days where the tour for a part-time employee is less than 8 hours, employees may flex 30 minutes before or after their normal start time. Part-time employees may work flextime on those days that they work an 8 hour tour.

B. In Office Training and Meetings

Consistent with operational needs, training and meetings will be scheduled to minimize interference with the use of the morning flexible band. On days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings. Depending on the purpose and anticipated length of training and meetings, management will schedule such activities to begin as late in the flexible band as appropriate.

Management will not require all employees to be present for training that is available on VOD at the time of the training, unless there are issues that require the attendance of all employees at the training.

C. Shift Assignments

Management will assign the minimum number of employees to shift 2 to accommodate employee preference and operational needs.

D. Adjustments to Shift Assignments

In the event of unusual workload or staffing problems, management may assign employees to a different shift. Such assignment will be done equitably. When such adjustments are no longer necessary, employees will return to their scheduled shift assignment.

E. Shift Rotations

Shift rotations, where necessary, will be worked out at the local level taking into consideration the preferences of employees and the operational needs of the office.

F. Start Times

If an employee arrives at the office prior to their scheduled start time, his/her sign-in time will be the time his/her normal flextime is scheduled to start.

G. Lunch and Breaks

To the extent feasible, management will continue existing lunch and break arrangements. Employees will not normally be required to sign-in/sign-out for breaks.

H. Return to Fixed Shift

The conditions listed below are examples of reasons that may be cause for a return to normal working hours for all or some participating employees:

1. Court Leave

   Employees eligible for court leave will automatically revert to their normal office working hours for purposes of returning to work when court closes early or their services are not needed by the court.

2. Training

   Employees who are scheduled to attend all day or partial day training may be required to revert to normal office working hours.

3. Travel Status

   Employees who will be in travel status will either revert to normal office hours or remain on flextime, depending upon operational needs.

4. Delayed Office Openings

   When the opening of an office is delayed, all employees scheduled to work at the official duty station will revert to normal office hours.

I. Adjustments to Flextime Bands

Should less than four employees in offices with 12 or more employees or less than two employees in offices with fewer than 12 employees utilize the 15-minute band at the beginning or end of the day for five consecutive workdays, that portion of flexband may be discontinued beginning the next pay period.

That portion of the flexband will be resumed when more than three employees in offices with 12 or more employees or more than one employee in offices with fewer than 12 employees express in writing an interest in working that portion of the band.

Section 6. Flexible 5/4/9-Work Arrangement Eligibility for Field offices

Field offices with 12 or more bargaining unit employees will be allowed to participate in the flexible 5/4/9-work arrangement for field offices. Management will review the office staffing for

all offices annually as of October 1 to determine whether the office meets the criteria to participate.

Section 7. Flexible 5/4/9-Work Arrangement Rules for Field offices

The flexible 5/4/9-work arrangement shall be in accordance with the following rules:

A. Employees electing to work the flexible 5/4/9 work arrangement can work a flexible schedule that is consistent with the office flexible band. Employees must schedule their arrival so as to complete their 9 ½ hour work schedule (to include lunch) by the end of their flexible band.

B. Participants will work eight 9-hour days each pay period.

C. Participants will work one regular 8-hour workday each pay period that corresponds to shift 2.

D. Participants will have one non-workday each pay period.

Section 8. Determining the Flexible 5/4/9 Work Arrangement

The flexible 5/4/9 work arrangement will be designed so that approximately 10 percent of the employees per position in the office can be off work at one time on a flexible 5/4/9 work arrangement. However, the Employer may allow an excess of 10 percent of the employees per position off on any given day.

Section 9. Scheduling

A. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.

B. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest service computation date (SCD). Management will timely communicate to the employee any denial of the preferred day off.

C. After initial assignments, rotation of the non-workday will occur if employee conflicts continue to exist on a semi-annual basis, consistent with semi-annual leave requests, to ensure that all employees have an opportunity to have the most popular non-workday. The rotation may occur in the following or similar fashion: Employees with Mondays off would rotate to Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday, Friday to Tuesday, etc.

Section 10. Credit Hour Provisions

A. General Provisions

Employees eligible to work credit hours will be permitted to do so, provided there is appropriate work as determined by management, and it can be performed at the requested time(s).

B. Employees assigned to Shift 2 may work previously approved credit hours within the office's morning flexible band. Unless otherwise approved by management, employees who work credit hours during this time must complete their normal 8 ½ hour tour and cannot depart prior to the end of core time for Shift 2 (e.g., 4:30 PM).

C. All full-time employees may participate in the credit hour program consistent with the provisions and requirements of this appendix. Part-time employees are covered on those days that they work an 8-hour tour. Part-time employees may also earn up to three (3) credit hours on their non-tour day(s).

D. Requesting Credit Hours

1. The Employee has the option to request the opportunity to earn credit hours using a method determined by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.

2. The procedure described in Section 10 D.1 above does not preclude submission of, and approval of a request to work credit hours for more than one workday in the future.

3. The procedure described in Section 10 D.1 above does not preclude requesting same-day credit hours.

4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

E. Earning Credit Hours

An employee may earn up to three (3) credit hours per workday. Credit hours may be earned in one-quarter (1/4) hour increments. An employee may accrue up to 28 hours during a pay period, however, only a maximum of 24 credit hours may be carried over from the prior pay period. Part-time employees may not carry over from the prior pay period more than one-half of their weekly part-time tour. Credit hours must be earned in advance of their use.

F. Using Earned Credit Hours

The use of credit hours shall be approved in the same manner as annual leave in accordance with Article 31 of the national agreement. Supervisors will approve use of credit hours under the same criteria used for the approval of leave. In the event of a conflict between credit

hour requests, it will be resolved in favor of the employees with the earliest SCD within the work unit by the supervisor.

Article 10 - Appendix B

Credit Hour and Flexible Work Arrangements (FWA) for Teleservice Centers (TSCs)

Section 1. Purpose

This appendix sets forth the credit hour, and FWA (which is flextime or a flexible 5/4/9-work arrangement) procedures to be followed in Teleservice Centers (TSCs) and provides authority for such employees to participate in these plans.

Section 2. Scope

A. General

Employees have the option of participating in either flextime with credit hours or the flexible 5/4/9-work arrangement plan.

B. Credit Hour Plan

All full-time employees (including temporary employees) may participate in the credit hour program consistent with the provisions and requirements of this appendix. Part-time employees are covered on those days that they work an 8 hour tour. Part-time employees may also earn up to 3 credit hours on their non-tour day(s).

C. Flexible 5/4/9-Work Arrangement

TSC employees may participate in the flexible 5/4/9 work arrangement in accordance with the provisions of Section 4 below.

Section 3. Credit Hours Provisions

A. General Provisions

Credit hours are worked at the employee's option subject to the prior approval of management. In addition to prior management approval, working credit hours is conditioned on the availability of appropriate work as determined by management. Credit hours are not to be confused with overtime hours.

B. Requesting Credit Hours

1. Employees should normally request the opportunity to earn credit hours no later than 3:30 p.m. on the workday prior to the proposed date of working the credit hours, however this does not preclude requesting same day credit hours.

2. The employee has the option to request the opportunity to earn credit hours using a method determined by management.

3. The request will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials of written requests will be in writing and returned to the employee as soon as possible. Denials will specify the reason for disapproval.

4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

C. Earning Credit Hours

1. An employee may earn up to three (3) credit hours per workday. Credit hours may be earned in one-quarter (¼) hour increments. An employee may accrue up to 28 credit hours during a pay period; however, only a maximum of 24 credit hours may be carried over from the prior pay period. Part-time employees may not carry over from the prior pay period more than one-half of their weekly part-time tour. Credit hours must be earned in advance of their use.

2. Employees assigned to Shift 2 in non-Mega TSCs may work previously approved credit hours within the office's morning flexible band. Unless otherwise approved by management, employees who work credit hours during this time must complete their normal 8 ½ hour tour and cannot depart prior to the end of core time for Shift 2.

3. Mega TSC employees who work approved credit hours must work the credit hours in the flexible band of the employee's prescribed tour.

D. Using Earned Credit Hours

The use of credit hours shall be approved in the same manner as annual leave in accordance with Article 31 of the national agreement. Credit hours can be used together with approved leave.

In the event of scheduling conflicts, the use of leave will take precedence over the use of credit hours. In the event of a conflict between credit hour requests it will be resolved in favor of the employee(s) with the earliest SCD within the work unit.

Section 4. Flexible 5/4/9 Work Arrangement Provisions

A. Eligibility to Participate in flexible 5/4/9 work arrangement

TSC employees are eligible to participate in the flexible 5/4/9 work arrangement in accordance with the provisions set forth in B below.

B. Flexible 5/4/9 Work Arrangement Rules for TSCs

The flexible 5/4/9 work arrangement shall be in accordance with the following rules:

1. Employees electing to work the flexible 5/4/9 work arrangement will work a flexible schedule that is consistent with the office/shift flexible band to which they are assigned. Employees must schedule their arrival so as to complete their 9 hour work schedule by the end of their flexible band.

2. Management will adjust the 4th tour/shift of employees in Mega TSCs electing to work 5/4/9 by 15 minutes on the front end of the flexible band, thus permitting an employee's tour/shift to start 15 minutes earlier on their nine hour workdays. This provision is not applicable on the employee's eight hour day.

   This provision does not apply to employees not working 5/4/9.

C. Determining the Flexible 5/4/9 Work Arrangement

The flexible 5/4/9 work arrangement will be designed so that approximately 5 percent of the employees per position in the office can be off work at one time on a flexible 5/4/9 work arrangement. However, the Employer may allow an excess of 5 percent of the employees per position off on any given day.

D. Scheduling

1. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.

2. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest SCD. Management will timely communicate to the employee any denial of the preferred non-workday.

3. After initial assignments, rotation of the non-workday will occur, if employee conflicts continue to exist, on a semi-annual basis, consistent with semi-annual leave requests, to ensure that all employees have an opportunity to have the most popular non-workday. The rotation may occur in the following or similar fashion:

   Employees with Mondays off would rotate to Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday, Friday to Tuesday, etc.

Section 5. Flextime in TSCs

A. Flextime in TSCs

Flextime for TSC's will provide employees an option of reporting either 45 minutes before or after their tour/shift begins; e. g., the TSC tour is 8 a.m. to 4:30 p.m.; the modified flextime reporting times are 7:15 to 8:45. Employees would leave 8 ½ hours after their reporting time (includes 1/2 hour lunch).

B. Scheduling Flextime

1. Employees will be given an opportunity to request the fixed tour of their choosing. Shift rotations will continue under local agreements.

2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.

3. Once operational needs are resolved, conflicts in scheduling will be resolved in favor of the employee with the earliest SCD.

4. All full-time bargaining unit employees (including temporary employees) working in any TSC are covered by this appendix. Part-time employees may work flextime on those days that they work an 8 hour tour. On days where the tour for a part-time employee is less than 8 hours, employees may flex 30 minutes before or after their normal start time.

C. TSC Flextime Procedures

1. Core time is the period that begins at the end of a shift's morning flexible band and ends at the beginning of that shift's afternoon flexible band, excluding the lunch period.

2. The beginning of the shift core time will constitute the beginning point for any tardiness or absence that may arise pursuant to Article 31, Section 5 of the National Agreement.

3. All full time TSC employees will be able to report to work any time within the applicable morning flexband and leave during the applicable afternoon flexband after accounting for 8 hours of work, excluding lunchtime.

4. Employees with prior supervisory approval may flex out for lunch. The employee may only append this time to his/her already established lunch period.

D. FLEXIBLE BANDS will be as follows except in the first and last shifts in the Mega Centers.

1. Morning Flexible Band: Begins forty-five (45) minutes before the normal start time and ends forty-five (45) minutes after the normal start time.

   Afternoon Flexible Band: Begins forty-five (45) minutes before the normal quitting time and ends forty-five (45) minutes after the normal quitting time.

2. In TSCs with 2 shifts, the second shift has a normal start time fifteen (15) minutes after the currently existing starting time (Shift 1). The flexible band is one and one half (1 ½) hours as above. Management will determine the number of employees assigned to each shift to accommodate operational needs.

3. Shift assignments and rotations will continue under existing local level arrangements.

4. MEGA-TELESERVICE CENTERS (including Salinas TSC)

   a. The first shift in the Mega Centers will start 30 minutes before the normal start time and end 60 minutes after the normal start time.

      Example: Normal start time is 7:00 - An employee may report as early as 6:30 and no later than 8:00.

   b. The middle shifts in the Mega Centers will start forty-five (45) minutes before the normal start time and end forty-five (45) minutes after the normal start time.

      Example: Normal start time is 8:00 – An employee may report as early as 7:15 and no later than 8:45.

   c. The last shift in the Mega Centers will start thirty (30) minutes before the normal start time and end fifteen (15) minutes after the normal start time.

      Example: Normal start time is 10:45 – An employee may report as early as 10:15 and no later than 11:00.

      1. The employees in the last shift have the option of coming in up to one and one-half (1 ½) hours before the normal start time, but only if such employees elect to flex out the same amount of time during the workday.

         Example: Normal Start time is 10:45 a.m. – The employee reports to work at 9:15, but must flex out one and a half hours (1 ½) during the tour, and they will complete their work tour at 7:15.

   d. Fixed end of shift invocation

      1. When an insufficient number of employees are available for phone coverage, managers may assign employees to a fixed end of shift from 6 to 7:15 p.m.

      2. The employees required to work this fixed period will be selected in the following manner:

         a. Volunteers

         b. When there is an insufficient number of volunteers, those with the lowest SCD will be chosen.

         c. When there are an excess number of volunteers, those with the highest SCD will be chosen.

         d. Ties in SCD will be broken by a locally agreeable method.

         e. Shift assignments and rotations for Mega Centers will continue under local agreements.

3. Night differential pay is payable in this situation for the period from 6:00 to 7:15 p.m. that the employees have no flexibility about working in accordance with applicable payroll policies.

E. Return to fixed shift

1. The conditions listed below are examples of reasons that may be cause for a return to normal working hours for all or some participating employees.

   a. Court Leave: Employees eligible for court leave will automatically revert to their normal office working hours for purposes of returning to work when court closes early or their services are not needed by the court.

   b. Training: Employees who are scheduled to attend all day or partial day training may be required to revert to normal office working hours.

   c. Travel Status: Employees who will be in travel status will either revert to normal office hours or remain on flextime, depending upon operational needs.

   d. Delayed Office Openings: When the opening of an office is delayed all employees scheduled to work in the official duty station will revert to normal office hours.

Article 10 - Appendix C

Flexible Work Arrangements (FWA), Compressed Work Schedules (CWS) and Credit Hour Plans for Headquarters Components

Section 1. Purpose

This appendix sets forth the FWAs (which is either flextime, flexible 5/4/9 work arrangement or flexible 4/40 work arrangement for those components that have 4/40 as of the date of this agreement) and credit hour procedures to be followed in Headquarters components of the Social Security Administration and provides authority for such employees to participate in these arrangements.

Section 2. Exceptions

A. FWA and Fixed Shift Employees

The parties agree that there are situations that will not readily accommodate an FWA as defined in Article 10 and implemented by this appendix. However, this will not preclude consideration and disposition of such situations on a case-by-case basis, that to the maximum extent feasible, the Employer will afford fixed shift and twenty-four (24) hour operation employees (e.g., essential functions, NCC employees, etc.) the opportunity to work FWA. Current fixed shift and starting times will continue as at present and must be followed.

B. Use of Credit Hours in 24-Hour Operations

The parties recognize that staffing requirements in fixed shift and 24-hour operations may impose additional problems in the use of credit hours other than those experienced in the remainder of headquarters. The parties agree that in these fixed shift/24-hour operations the priority consideration for the use of credit hours is adequate staffing.

Section 3. General Provisions

A. Employee and Management Options

The parties understand and agree that credit hours or flexible 5/4/9 or 4/40 work arrangements will be initiated by the employee and will be subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Employer.

B. Flexible 5/4/9 or 4/40 Work Arrangements

For Headquarters components, the flexbands are 6 a.m. to 9:30 a.m. and 2:30 p.m. to 6 p.m. Consequently, employees working a flexible 5/4/9 or 4/40 work arrangement must arrange

their arrival time so they can complete their nine and one-half (9 1/2) hour or ten and one-half (10 1/2) work schedule by 6 p.m.

C. Credit Hour Accrual and Usage

Headquarters employees may earn credit hours in conjunction with flextime.

Section 4. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement

A. Employees will revert to their established fixed shifts when there is an administrative decision to authorize a late opening. Management will establish a fixed shift schedule for the nine and one-half (9 1/2) hour work day and ten and one-half (10 ½) hour work day.

B. An employee will continue to participate in the flexible 5/4/9 or 4/40 work arrangement while in travel status unless there is a need to change the work schedule; e.g., the hours of operation at the travel site differ from those of the employee. Management reserves the right to adjust the work schedules of employees in travel status and if possible should do so in advance of the administrative workweek.

Section 5. Credit Hour Provisions

A. Procedures

1. Employees eligible to work credit hours under the provisions of this appendix will be permitted to earn up to three (3) credit hours per day, if approved, provided that there is appropriate work available as determined by management for the employee and it can be performed at the requested time(s). Employees may accrue credit hours so that the total exceeds the 24-hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. All credit hours must be worked within the prescribed flexband. Part-time employees may work up to 3 credit hours on their non-tour day(s).

2. Credit Hours can be earned in one-quarter (¼) hour increments.

3. In accordance with law the maximum number of credit hours a full-time employee may carry over from one pay period to the next pay period is twenty-four (24). Part-time employees may accumulate and carry over not more than 1/4 of the hours in such employees' biweekly basic work requirements.

B. Requests to Work Credit Hours

1. The employee will have the option to request the opportunity to earn credit hours using a method determined by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next

available line manager. Same day requests to work credit hours are also acceptable. Denials must be made in writing and returned to the employee as soon as possible.

2. The procedure described in Section 5(B)(1) above does not preclude submission of, and approval of a request to work credit hours for more than one workday in the future.

3. The procedure described in Section 5(B)(1) above does not preclude working same day credit hours.

4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

C. Usage of Credit Hours

Credit hours can be used in lieu of, or together with approved leave.

Section 6. Flexible 5/4/9 or 4/40 Work Arrangement Provisions

A. Procedures

In maintaining adequate staffing coverage within SSA headquarters components, it is agreed and understood that management will approve flexible 5/4/9 or 4/40 work arrangements in a fair and equitable manner. In order to maintain appropriate resources by positions, management will approve employee requests for specific schedules as long as the requests generally will not result in more than fifteen (15) percent of the staff being off on any given day. However, this amount may be increased depending upon workload and differing demands of respective offices/components. This is over and above the normal leave usage. In computing the fifteen (15) percent staffing figure, management will round up to the next whole person.

B. Requests for Flexible 5/4/9 or 4/40 Work Arrangements

1. Each employee desiring to work under a flexible 5/4/9 or 4/40 work arrangement should submit, on a form designated by management, a written request to their supervisor for a decision. The Employer will act upon these requests as soon as possible, but in no case later than thirty (30) days following the requesting period. Employees already established in a flexible 5/4/9 or 4/40 work arrangement will not be required to file a new request for each new requesting period.

2. All new employees or rehires will be given the opportunity of requesting to participate in the flexible 5/4/9 or 4/40 work arrangement.

3. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest SCD.

4. Employees requesting a change to their day(s) off under a flexible 5/4/9 or 4/40 work arrangement may only make such changes at the semiannual requesting period. Conflicts in scheduling that involve more requests for a particular day off than can be

accommodated will be handled in accordance with the provision of subsection 3 above. Hardship situations will be handled on an exception basis by management.

5. A new six (6) month flexible 5/4/9 or 4/40 work arrangement will always begin the first day of the first full pay period of the first month of the new flexible 5/4/9 or 4/40 work arrangement schedule.

Article 10 - Appendix D

Flexible Work Arrangements (FWA) and Credit Hour Plans for
Office of Hearings Operations (OHO)

Section 1. Purpose

This appendix sets forth the FWA (which is either a flextime, flexible 5/4/9 work arrangement or flexible 4/40 work arrangement) and credit hour procedures to be followed and provides authority for such employees to participate in these arrangements. In reaching agreement on this Appendix, neither party waives any provision of the National Agreement, laws or government-wide regulations. The parties recognize that the FWA provisions reflected in this appendix are solely designed to meet the specific workload and employee needs of the Office of Hearings Operations and may not be appropriate for other SSA components.

Section 2. Scope

All OHO bargaining unit employees (including temporary employees) are covered by this Appendix. Part-time employees are covered for the Flextime and Credit Hour Plan only.

Section 3. Basic Provisions

A. Lunch and Breaks

To the extent feasible, Management will continue existing lunch and break arrangements. Normally, employees will not be required to sign in and sign out for breaks and lunches. If Management decides to establish a shift two, the following lunch and break provisions will apply:

- Employees who report to work before 8:00 am must take their breaks between 9:45 am and 10:30 am and between 1:30 pm and 2:15 pm. These employees must take their lunch period between 11:00 am and 12:30 pm. Employees working the 4/40 FWA must take their lunch period between 11:30 am and 1:00 pm.

- Employees who report to work at 8:00 am or later must take their breaks between 10:30 am and 11:15 am and between 2:15 pm and 3:00 pm. These employees must take their lunch period between 12:30 pm and 2:00 pm.

- Management may approve an employee's request to change his/her break and/or lunch period for a day or for a longer period.

Section 4. Flextime Procedures

A. Flextime procedures for employees of the Office of Hearings Operations are set forth below.

B. Flextime Procedures for OHO Headquarters

1. Core Time and Flexible Bands for OHO Headquarters

   Core time is from 9:30 a.m. to 2:30 p.m. The flexible bands are from 6 a.m. to 9:30 a.m. and from 2:30 p.m. until 6 p.m.

2. Periods of Absence

   Employees who flex-in and flex-out during their work shift must use the Agency designated time and attendance system. Employees are responsible for working their scheduled workday shift of eight (8), nine (9), or ten (10) hours.

3. Delayed Opening

   When the opening of the office is delayed for any reason, the office hours will be 8 a.m. to 4:30 p.m. for the eight-hour tour and 8 a.m. to 5:30 p .m. for the nine-hour tour and 7:30 a.m. to 6:00 p.m. for the ten-hour tour.

C. Flextime Procedure for OHO Field Offices (including other OHO units, except those following the OHOHQ flexband as of the effective date of the agreement)

1. Core Time and Flexible band for OHO Field Offices

   Shift one core time is from 9:30 a.m. to 3 p.m. The flexible bands are from 6:30 a.m. to 9:30 a.m. and from 3 p.m. until 6:00 p.m.

   Shift two core time is from 9:30 a.m. to 4:30 p.m. The flexible bands are from 8:00 a.m. to 9:30 a.m. and from 4:30 p.m. to 6:00 p.m.

2. Shift assignments

   Management will assign a sufficient number of employees to shift two to accommodate employee preference and operational needs. Employees on both shifts one and two participating in the flextime plan may be required to report to work at a set time because of a particular work activity.

   If Management decides to establish a shift two, employees will be informed one pay period in advance of their assignment. The employees required to work the shift two will be selected in the following manner:

   - Volunteers.
   - When there is an insufficient number of volunteers, the employee(s) with the latest SCD will be chosen.

- When there is an excess number of volunteers, the employee(s) with the earliest SCD will be chosen.

- Ties in SCD will be broken by a lottery drawing.

- There will be a shift rotation after each three (3) month interval by using the above procedures. Management will make every reasonable effort to avoid selecting employees for consecutive shift 2 assignments unless the employee volunteers.

- In the event of unusual workloads or staffing problems for shift two, Management will assign the least senior employee(s) within the position to shift 2 until the situation is resolved, but for no longer than three (3) months.

Employees assigned to Shift 2 may work previously approved credit hours within the office's morning flexible band. Unless otherwise approved by management, employees who work credit hours during this time must complete their normal 8 ½ hour tour and cannot depart prior to the end of core time for Shift 2 (e.g., 4:30 PM).

Assignment to shift 2 does not preclude an employee from working overtime between 6:30 am and 8:00 am.

3. Periods of Absence – Flex during Core Hours

   Employees who flex-in and flex-out during their work shift must use the Agency designated time and attendance system. Employees are responsible for working their scheduled workday shift of eight (8), nine (9), or ten (10) hours.

4. Delayed Opening

   When the opening of the office is delayed for any reason, the office hours will be 8:00 a.m. to 4:30 p.m. for the 8 hour tour, 8 a.m. to 5:30 p.m. for the 9 hour tour and 7:30 a.m. to 6:00 p.m. for the 10 hour tour.

Section 5. Flexible 5/4/9 or 4/40 Work Arrangement for OHO – General

A. Employee Option

The parties understand and agree that the flexible 5/4/9 or 4/40 work arrangement will be requested by the employee. No employee will be forced into a flexible 5/4/9 or 4/40 work arrangement.

B. Eligibility at OHO Headquarters

Full time AFGE bargaining unit employees in OHO Headquarters are eligible to participate in the flexible 5/4/9 or 4/40 work arrangement as described in this appendix.

C. Eligibility for OHO Field Offices

For OHO field offices, eligibility to participate in the flexible 5/4/9 or 4/40 work arrangement is as follows:

Field offices with 15 or more AFGE bargaining unit employees as of the effective date of this Agreement will be allowed to participate in the flexible 5/4/9 or 4/40 work arrangements for field offices. The number of employees will be reviewed on October 1 of each year to determine whether the office meets criteria to participate.

Section 6. Flexible 5/4/9 and 4/40 Work Arrangement Procedures

A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangement

1. Flexible 5/4/9 or 4/40 work arrangement will be designed so that approximately fifteen percent (15%) of the employees per position grouping can be off work at one time. The employer may allow an excess of 15% off on any given day.

2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.

3. Conflicts in initial scheduling will be resolved in favor of the employee with the earliest SCD.

4. If a conflict arises after initial assignments, the employees will attempt to resolve the scheduling problem themselves. To ensure that all employees have an opportunity to have the most popular days off, rotation between schedules will occur on a semi-annual basis if the employees cannot resolve the problem.

Section 7. OHO Credit Hour Provisions

A. Eligibility to Participate in the OHO Credit Hour Plan

All OHO AFGE bargaining unit employees are eligible to participate in the credit hour plan. However, an employee may not participate in a flexible 5/4/9 or a 4/40 work arrangement and Credit Hour Plan simultaneously.

B. Credit Hour Procedures in OHO

1. Participants in the OHO credit hour plan will be permitted to earn up to three (3) credit hours per work day, if approved, provided that there is appropriate work, as determined by management, at the requested time(s). Employees may accrue credit hours so that the total exceeds the 24 hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. Part-time employees may work up to 3 credit hours on their non-tour day(s).

2. Credit hours can be earned in one-quarter (¼) hour increments.

3. In accordance with law the maximum number of credit hours a full-time employee may carry over from one pay period to the next pay period is twenty-four (24). Part-time employees may accumulate and carry over not more than ¼ of the hours in such employee's biweekly basic work week.

4. Request to work Credit Hours

    a. The employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. Same day requests to work credit hours are also acceptable. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.

    b. 4(a) above does not preclude submission and approval of a request to work credit hours for more than one workday in the future as long as the total hours accrued does not exceed twenty-four (24).

    c. 4(a) above does not preclude working same day credit hours.

    d. If credit hours are requested and approved and overtime is subsequently made available in advance of working the credit hours approved, the employee will be afforded the opportunity to elect to work the overtime.

5. Recording Credit Hours

    a. Credit hours earned, used, and the balance remaining will be recorded in the manner provided by the payroll system.

    b. Credit hours earned on a daily basis will be recorded by the employee on the Agency designated time and attendance system.

6. Use of Credit Hours

    Credit hours can be used in lieu of, or together with, approved leave and/or compensatory time.

Article 10 - Appendix E

Flexible Work Arrangements (FWA), and Credit Hour Plans for Office of Analytics, Review, and Oversight (OARO) Field

Section 1. Purpose

This appendix sets forth the FWA (which is either flextime, or flexible 5/4/9 work arrangement) and credit hour procedures to be followed in OARO Field and provides authority for OARO Field employees to participate in these arrangements. In reaching agreement on this Appendix, neither party waives any provision of the National Agreement, laws or government-wide regulations. The parties recognize that the FWA provisions reflected in this appendix are solely designed to meet the specific workload and employee needs of OARO Field and may not be appropriate for other SSA components.

Section 2. Scope

The provisions of this appendix apply to full-time and part-time OARO Field employees.

Section 3. Flextime Procedures

A. General

All OARO Field flexible schedules will be consistent with law and this Appendix.

B. Flextime Provisions/Availability of Credit Hours

1. The Parties understand and agree that FWA will be initiated by the employee. In contrast, the parties understand and agree that the Agency initiates overtime and compensatory time.

2. A flextime schedule with credit hours will be available for all full-time and part-time OARO Field employees. Workdays of twelve (12) hours duration will be established for OARO Field employees, the flexible bands start at 6 a.m. and end at 6 p.m.

3. Core hours will be from 9:30 a.m. to 2:30 p.m. Flexible bands will be from 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6 p.m.

4. For employees working a flexible 5/4/9 work arrangement, the flexible band start time is 6 a.m. to 8:30 a.m. Employees who work a flexible 5/4/9 work arrangement must arrange their schedule so that they can complete their nine and one-half (9 1/2) hour work schedule by the end of the workday as provided above.

5. Holidays and premium pay for flexible schedules will be consistent with law and this appendix.

6. Employees working a flexible 5/4/9 work arrangement will not be eligible to earn credit hours as described in this Appendix.

C. Special Circumstances

On days that in office training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings.

Section 4. Credit Hour Provisions

A. All employees covered by this Appendix will be permitted to earn up to three (3) credit hours per work day within the flexible band, with supervisory approval, provided that there is work available for the employee, as determined by management, and it can be performed at the requested time(s). Part-time employees may work up to 3 credit hours on their non-tour day(s).

B. Credit hours may be earned in increments of one-quarter (1/4) hour. Credit hours may be used in increments of 1/4 hour.

C. Full-time employees may accrue credit hours so that the total exceeds the 24 hour maximum limit in a pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. A part-time employee may accrue no more than one-fourth (1/4) of the hours in such employee's basic bi-weekly work requirements.

D. Consistent with the assignment involved and with prior management approval, OARO Field employees may earn credit hours while working in field locations if not on a flexible 5/4/9 work arrangement.

E. Requesting and Using Credit Hours

1. The employee has the option to request the opportunity to earn credit hours using a method determined by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible. In the case that there is not enough work available, it is understood that the employee(s) receiving earlier approval will receive priority over those receiving later approval.

2. E(1) above does not preclude requesting and working, with supervisory approval, same day credit hours.

3. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime in lieu of credit hours.

4. Credit hours can be used in conjunction with any other type of leave and/or compensatory time.

5. Part-time employees may work credit hours on their day off, subject to all other provisions of FWA (Maximum of 3 hours per day).

Section 5. Flexible 5/4/9 Work Arrangement Provisions

A. General

The flexible 5/4/9 work arrangement may be suspended and employees may be required to return to fixed shift when they are required to attend training classes or when other situations arise.

B. Requests for Flexible 5/4/9 Work Arrangement (FWA)

1. Employees already established in a flexible 5/4/9 work arrangement will not be required to file a new request for each new requesting period.

2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules. Once operational needs are taken care of, any conflicts in initial scheduling that result will be resolved in favor of the employee with the earliest SCD. In such cases, as soon as possible within the ten (10) days Management has to act, the supervisor will communicate the reason(s) for denial of the initial request, in writing, to the employee.

3. A new six (6) month flexible 5/4/9 work arrangement will begin the first day of the first full pay period of the first month of the new flexible 5/4/9 work arrangement.

Section 6. General Provisions

Employees who are attending official training courses or conferences will revert to their established fixed schedule, or when necessary, to a schedule set for the course or conference.

Article 10 - Appendix F

Flexible Work Arrangements (FWA), and Credit Hour Plans for Program Service Centers, Regional Offices, and Regional Offices of the General Counsel

Section 1. Purpose

This appendix sets forth the FWA (which is either flextime, flexible 4/40 work arrangement for those that currently have it as of the date of this agreement or flexible 5/4/9 work arrangement) and credit hour procedures to be followed and provides authority for employees to participate in these arrangements. In reaching agreement on this appendix, neither party waives any provision of the National Agreement, laws or government-wide regulations. The parties recognize that the FWA provisions reflected in this appendix are solely designed to meet the specific workload and employee needs and may not be appropriate for other SSA components.

Section 2. Credit Hours

A. Eligibility

The following are excluded from participating in credit hours:

Employees temporarily reverting to a fixed tour pursuant to the terms of this article or appendix.

B. Credit Hour Procedures

1. Credit hours can only be worked on days that the employee is scheduled to work. Credit hours must be worked within established flexible schedules. However, part-time employees may work up to 3 credit hours on their non-tour day(s).

2. Employees may earn credit hours in one-quarter hour (1/4) increments. Both full-time and part-time eligible employees may work a maximum of three credit hours per scheduled workday. Employees will not earn and use credit hours in a pattern that creates a 4/40 work schedule.

3. Employees eligible to work credit hours will be permitted to do so, provided there is appropriate work as determined by management and it can be performed at the requested time(s). Requests to work credit hours must be made using a method determined by management no later than noon the day the credit hour is to be worked. A written explanation will be provided for any denial.

4. Employees may accrue credit hours so that the total exceeds the 24 hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. A full-time employee may carry over from one pay period to the next a maximum of 24 credit hours, regardless of when they were earned, without risk of forfeiture.

5. A part-time employee can accumulate or carry over to a succeeding pay period not more than one-fourth of the hours in such employee's biweekly basic work requirement.

6. If credit hours are requested and approved and overtime is subsequently made available, the employee will be offered the opportunity to elect to work the overtime in lieu of credit hours.

C. Procedures for Using Credit Hours

1. Employees will request to use earned credit hours in advance.

2. Employees may use credit hours in increments of one-quarter hour. They may be used alone, in lieu of or in combination with approved annual leave, sick leave, or leave without pay.

3. Supervisors will approve credit hours using the same criteria used for the approval of leave. Any conflict between credit hour requests will be resolved in favor of the employee(s) with the earliest SCD.

Section 3. Flexible 5/4/9 and 4/40 Work Arrangement Provisions

A. Scheduling flexible 5/4/9 and 4/40 work schedule

1. Management will consider operational needs and employee preferences in making assignments to work schedules. In the event of conflicts after operational needs have been met, the employees involved will be asked to resolve the conflict between or among themselves. Any remaining conflict will be resolved in favor of the employee with the earliest SCD. This process will be repeated for each scheduling period.

2. Employees who discontinue a flexible 5/4/9 or 4/40 work arrangement must wait until the next six month scheduling period cycle before applying to return to a flexible 5/4/9 or 4/40 work arrangement.

3. Employees already established in a flexible 5/4/9 or 4/40 work arrangement will not be required to file a new request for each new requesting period.

B. Special Provisions for Flexible 5/4/9 or 4/40 Work Arrangement

1. Part time employees are not eligible for flexible 5/4/9 or 4/40 work arrangement.

2. An employee may be involved in travel, training, or activities that do not accommodate a flexible 5/4/9 or 4/40 work arrangement. Consequently, an employee may be precluded from participating in the flexible 5/4/9 or 4/40 work arrangement for one or more pay periods. During such periods, the employee may participate in a flexible schedule to the extent that she/he is not required to be on a fixed tour.

3. Operational needs may dictate that an employee participating in the flexible 5/4/9 or 4/40 work arrangement may be required by management to have his/her schedule

modified for a particular pay period. The modifications may include altering the employee's non-work day and/or eight hour day.

4. An employee may request a change in his/her non-work day because of extenuating circumstances, subject to management approval.

5. Employees participating in a flexible 5/4/9 or 4/40 work arrangement who are involuntarily assigned to a new unit eligible for flexible 5/4/9 or 4/40 work arrangement will normally be allowed to continue their existing flexible 5/4/9 or 4/40 work arrangements.

Section 4. Flextime Provisions

For PSC employees, flexible bands and core time as of the effective date of this Agreement remain in effect.

Section 5. General Provisions

A. Employees in travel status, scheduled for training, conferences, or other activities necessitating set hours may be required to revert to fixed tours as prescribed by the respective PSC, and RO/ROGC.

B. Employees participating in the flextime plan may be required to report to work at a set time because of a particular work activity, such as a training class. The assignment of a fixed reporting time does not necessarily preclude the employee from working credit hours within the remaining portion of the established flexible schedule for the PSC, and RO/ROGC.

C. Employees at a temporary duty station (TDY) will be governed by any FWA plan in effect at the TDY.

D. The agency agrees to make reasonable efforts to schedule meetings during core hours and to give employees as much advance notice of these meetings as possible. Employees who are scheduled to attend special meetings outside core hours must plan their schedules accordingly.

E. If an employee's non-work period or day causes him/her to miss meeting(s) or training session(s) conveying information for which the employee will be held responsible, his/her supervisor will ensure that this information is timely given to the employee.

F. The agency agrees that employees should be excluded from the provisions of this appendix only when such action is necessary to ensure that the duties and requirements of an employee's position are fulfilled.

Article 10 - Appendix G

Flextime, Credit Hour Plans, Flexible 5/4/9 and 4/40 Work Arrangements (for those that have 4/40 as of the date of this agreement) for the Wilkes-Barre Data Operations Center (WBDOC) and the Security Records Center (SRC)

Section 1. Purpose

This appendix sets forth the procedures to be followed for flexible 5/4/9 and 4/40 work arrangements, flextime and credit hour procedures in the DOC and SRC, and provides authority for DOC and SRC employees to participate in these plans. In reaching agreement on this Appendix, neither party waives any provision of the National Agreement, laws or government-wide regulations. The parties recognize that the flexible work arrangements (FWA) provisions reflected in this Appendix are solely designed to meet the specific workload and employee needs of the WBDOC and SRC, and may not be appropriate for other SSA components.

Section 2. General

The parties understand and agree that flexible work schedules, flexible 5/4/9 and 4/40 work arrangements, or credit hours will be initiated by the employee and flexible 5/4/9 and 4/40 work arrangements and credit hours will be subject to the approval of management. In contrast, the parties understand and agree that overtime and compensatory time are initiated by the agency.

Section 3. Provisions Related to Flextime

Flexible bands are the specific periods of the workday during which employees have the opportunity to vary their starting and departure times.

The parties agree to continue to follow existing flexible work schedules in effect at the signing of this agreement in the SRC and WBDOC.

Employees at a temporary duty station (TDY) will be governed by the work schedule plan in effect at the TDY.

Section 4. Provisions Related to Credit Hours

A. Procedures for Working Credit Hours

1. Credit hours can only be worked on days that the employee is scheduled to work. Credit hours must be worked within established flexible schedules. However, part-time employees may work up to 3 credit hours on their non-tour day(s).

2. Credit hours are worked in one-quarter hour increments each day. Both full-time and part-time eligible employees may work a maximum of three (3) credit hours per

scheduled workday provided that appropriate work as determined by management is available for the employee and it can be performed at the requested time(s). Credit hours will not be accrued and used in a manner that would be characteristic of a 4/40 work schedule.

Customer Service Branch (CSB) and Workload Support Unit (WSU) employees may work a maximum of 1 ½ credit hours per scheduled workday provided that appropriate work as determined by management is available for the employee and it can be performed at the requested time(s).

To allow for double-use of workstations, some CSB employees may have to move to a vacant workstation in the post flexband credit hour period. The parties recognize the potential overlap between dayshift and nightshift and double use workstations impact on the flexband.

SRC and System Operations (Computer Operators) employees may work a maximum of 2 ½ credit hours per scheduled workday provided that appropriate work as determined by management is available for the employee and it can be performed at the requested time(s).

3. The employee has the option to request the opportunity to earn credit hours using the method determined by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, or the same workday and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.

4. A full-time employee may accrue up to 28 credit hours during a pay period. However, a maximum of 24 hours only may be carried over from one pay period to the next, regardless of when they were earned without risk of forfeiture. Full-time employees will be permitted to earn up to three (3) credit hours per day. However, the hours in excess of 24 must be requested and used prior to the end of the pay period.

5. A part-time employee can accumulate or carry over to a succeeding pay period not more than one-fourth of the hours in such employee's bi-weekly basic work requirement.

6. If credit hours are requested and approved and overtime is subsequently made available before the work is performed, the employee will be notified and afforded the opportunity to work overtime instead. Once credit hours have been worked, they may not be changed to overtime subsequently made available.

7. Holidays and premium pay for flexible schedules will be consistent with law.

B. Procedures for Using Credit Hours

1. Employees will request to use credit hours in advance.

2. Employees may use credit hours in increments of one-quarter hour. They may be used alone, in lieu of or in combination with approved leave, in order to take a full day(s) off.

3. Supervisors will approve use of credit hours under the same criteria used for the approval of leave. In the event of a conflict between credit hour requests, it will be resolved in favor of the employee(s) with the earliest SCD within the work unit by position.

Section 5. Provisions Related to Flexible 5/4/9 or 4/40 Work Arrangements

A. Scheduling Flexible 5/4/9 or 4/40 Work Arrangements

Management will consider operational needs and employee preferences in making assignments in flexible 5/4/9 or 4/40 schedules. Any conflicts will be resolved in favor of the employee with the earliest SCD within the work unit by position. This process will be repeated for each scheduling period.

B. Special Provisions for Flexible 5/4/9 or 4/40 Schedules

1. Part-time employees are not eligible to participate in flexible 5/4/9 or 4/40 schedule.

2. CSB and WSU employees are not eligible to participate in a flexible 4/40 schedule.

3. An employee may be involved in travel, training, or activities that do not accommodate a flexible 5/4/9 or 4/40 schedule. Consequently, an employee may be precluded from participating in the flexible 5/4/9 or 4/40 schedule for one or more pay periods. During such pay periods, the employee may participate in a flexible schedule to the extent that she/he is not required to be on a fixed shift.

4. An operational need may dictate that an employee participating in a flexible 5/4/9 or 4/40 schedule may be required by the Agency to have his/her schedule modified for a particular pay period. The modification may involve altering which day the employee has as a non-work day or an eight-hour day. The Agency agrees to minimize any such modifications.

5. Employees requesting a change to their non-work day and/or eight-hour day under a flexible 5/4/9 or non-work days under a 4/40 work schedule may make such changes only at the semi-annual requesting period. Hardships will be handled on an exception basis by management.

6. To the extent possible, employees who are participating in a flexible 5/4/9 or 4/40 schedule and are assigned to a new unit will be allowed to continue their existing flexible 5/4/9 or 4/40 schedule.

7. Flexible 5/4/9 or 4/40 schedules will be determined by Management in a fair and equitable manner. Work schedules will be designed so that approximately 10 percent of the employees in the work unit by position can be off work at one time. However, this amount may be increased depending upon workload and differing demands. This

is over and above normal leave usage. In computing the 10 percent staffing figure, Management will round up to the next whole person.

Section 6. General Provisions

A. Employees in travel status, scheduled for training, conferences, and other activities necessitating set hours may be required to revert to fixed tours as set in the WBDOC and SRC.

B. On days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings. Employees who are scheduled to attend all day or partial day out-of-office training may be required to revert to their established fixed shift schedule.

C. All new hires and rehires will be afforded the opportunity of electing flexible 5/4/9 or 4/40 schedules at the end of the required training period, provided training is scheduled for the entire workday.

D. Employees at a temporary duty station (TDY) will be governed by any flexible 5/4/9 or 4/40 schedule in effect at the TDY.

E. If an employee's non-work period or non-work day causes him/her to miss meeting(s) or training session(s) conveying information for which the employee will be held responsible, his/her supervisor will ensure that this information is timely given to the employee.

Article 11

Use Of Official Facilities And Communications

Section 1. Meeting Space

A. The Administration will provide private space, as available, for confidential discussions between a bargaining unit member and a designated Union representative, when held in accordance with the terms of this agreement.

B. The Administration agrees that where meeting space exists within a facility, it may be made available for local meetings and membership drives during lunch periods or for as long as the office is normally opened, subject to management approval. The Union must give sufficient advance notice to ensure no disruption to the normal mode of business.

Section 2. Copies of the Agreement

A. The Agency will post the ratification copy of this Agreement on the OLMER Website.

B. A copy of the signed Agreement will be posted on the OLMER Website.

C. The Administration, in recognition of the special needs of the blind employees in the bargaining unit, will also provide copies of this Agreement in Braille or 508 compliant electronic form to appropriate employees.

Section 3. Distribution of Union Publications

A. Official publications of the Union may be distributed on SSA property by Union representatives in accordance with Article 30 of this Agreement or during non-duty time. Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished at a time mutually agreed to by the parties and shall not disrupt operations. All such materials shall be properly identified as official Union issuances. Materials distributed will not malign the character of any Federal employee.

Section 4. Bulletin Boards

A. The size, number and location of Union bulletin boards will remain as they are as of the effective date of this agreement, provided office facilities remain unchanged.

B. Union bulletin board space will be prominently identified as such by management and will be located in areas accessible to bargaining unit employees. All postings will be marked

prominently as "Union Notices," and only the designated Union bulletin boards will be used for such postings.

Section 5. Communications Systems

A. The Administration will continue to make telephones within SSA facilities available to the Union for the conduct of labor-management relations.

B. The Union agrees that Agency telephones, fax equipment, and computers will not be used for internal Union business.

Section 6. E-Mail

The parties understand that access to and use of the Agency's electronic mail shall not interfere with the mission or operation of SSA.

A. Therefore, the Administration agrees to provide the Union with access to and use of the Agency's electronic mail subject to the following restrictions:

1. The Union agrees its access and use will comply with applicable government-wide and Agency policies and guidelines and the National Agreement.

2. Access and use is limited to those situations where available hardware and software permit.

3. Access and use for representational activities shall be on approved official time (or non-duty time).

4. Employees must be on non-duty or break time when accessing electronic messages from the union.

5. Effective September 23, 2022: On non-duty time, employee union representatives may solicit for union membership using the Agency email system provided the employee is otherwise permitted to access the system. This does not alter the times when employees are authorized to access the computer or email system. In all other circumstances, electronic mail cannot be used for internal union business.

6. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by non union representative employees either in support of or in opposition to any legislation or appropriation of Congress.

7. It is recognized that a transmission with large numbers of addressees could affect system performance. Therefore the union agrees that an e-mail message, with the exceptions noted below, will be transmitted to not more than 100 recipients at one time, including

any CCs or BCCs. GC Members (Council Presidents) may send one e-mail per month to all members of his/her Council. The e-mail message must state "read on non-duty time" in the subject line. Requests for more than one e-mail per month must be sent to OLMER for approval.

A Local president or a designee is authorized to send one e-mail per week to each employee in his/her Local in excess of the 100 recipient limit. Likewise, a local steward in a field office is authorized to send one e-mail per week to each employee in his/her officially assigned duty station in excess of the 100 recipient limit. Larger transmissions are subject to approval by the Agency.

All union e-mail messages must state "read on non-duty time" in the subject line.

8. Since viruses can be transmitted through executable files, messages cannot contain executable file attachments.

B. Violation of any of the above policies, guidelines or restrictions may subject the abuser to disciplinary action, and may include suspension of access privileges.

Section 7. Employee Data

Semi-annually, the Administration will provide AFGE an alphabetical list in an electronic file including the names, grade and step, position titles, division and or duty station, EOD and SCD of all bargaining unit employees.

Sidebar – Article 11

Agency will provide dedicated space in Central Office comparable to the AFGE Term Bargaining Caucus Room (WLR L1107/1109).

The Union will be able to identify 100 square feet in each region, within 30 days of the effective date of the agreement. Such space will not be located in Field Offices or Hearing Offices. Actual location to be mutually agreed upon by the parties.

The General Committee Spokesperson will inform the Associate Commissioner for the Office of Labor-Management and Employee Relations of the requested locations for the space in each region.

Sidebar – Article 11 (Effective: September 23, 2022)

The Agency and Union will meet by technology at a mutually acceptable time, at the national level, between October 1, 2022 and December 31, 2022 to discuss space of up to 100 square feet within up to ten (10) Agency facilities that may be used by designated 2080, 1440, or 1040 official time hours users.

If the parties cannot mutually agree on space to be used, the parties will utilize FMCS mediation to reach an agreement. If agreement is not reached after mediation, any unresolved union office space disputes will be resolved in the next term bargaining between the parties, i.e., the term bargaining occurring subsequent to the bargaining described in section 7 of the July 25, 2022 EO 14003 UMG Settlement and Limited Reopener Agreement.

If through the discussions described above the Parties cannot mutually agree on space to be used, then, upon request, the Agency will provide a file cabinet for each 2080, 1440, or 1040 official time hours user with an official assigned duty station at that facility, at ten of the Agency facilities identified during the discussions above (up to four file cabinets in each of the ten facilities).

Finally, if through the discussions described above the Parties cannot mutually agree on space to be used in relation to the Flushing Field Office, then, upon request by the General Committee Spokesperson and mutual agreement, the Region and Union will be able to identity up to 100 square feet in the New York Region beyond the space already provided under the existing sidebar to the 2019 SSA-AFGE National Agreement. Such space will not be located in a Field Office or Hearing Office. Actual location to be mutually agreed upon by the Parties. Once mutually agreed upon, the space will be provided for the Union's designated use for a period of one year (when it will revert to the Agency) or until the Agency returns the space to the lessor, whichever is sooner.

Nothing in this agreement precludes the parties from reaching nor requires the parties to reach space agreements sooner, or on space larger than 100 square feet, where such space is readily identifiable and available. Also, nothing in this agreement precludes or requires the parties at any level from discussing and making additional agreements on union space outside of this particular agreement.

Article 12

Recycling and Going Green

Section 1. Purpose and Policy

The parties agree that recycling and going green are important for environmental concerns. The Agency recognizes that it can make more efficient use of natural resources by maximizing recycling and preventing waste wherever possible. Any recycling programs established by the parties will be done in a cost effective manner. The administration will make every reasonable effort to see that employees are environmentally conscious.

Parties agree that revenue generated from recycling be used in accordance with the statute.

The agency is committed to supporting Federal government efforts to increase energy efficiency; reduce greenhouse gas emissions from direct and indirect activities; conserve and protect water resources through efficiency, reuse, and storm water management; eliminate waste, recycle, and prevent pollution; design, construct, maintain, and operate high performance sustainable buildings; and inform Federal employees about these goals.

The issue of recycling will periodically be on the agenda of, and be dealt with at the National Level Union/Management Committee meetings. The union may request an annual briefing during the February UM meeting on the recycling program and going green efforts at SSA, which may include a discussion on funds collected and expenses of the program.

SSA will make information available to SSA employees regarding the Agency Recycling Program and recycling information on the agency intranet.

Article 13

Parking and Transportation

Section 1. Changes in Parking Arrangements

When changes in current parking arrangements are proposed, Management will notify the Union and fulfill any obligation to bargain to the extent required by 5 USC 71.

Section 2. Parking Policy

Parking will be handled in accordance with 41 CFR 102-74.305.

Section 3. Traffic Violations

A. An employee who has been issued a citation for a traffic violation on government property, or while conducting official government business within the commuting area of the employee's permanent duty station, and who is found by authorities to be not guilty or the charges are dismissed will be given administrative leave, subject to applicable government-wide laws and regulations, to cover the time spent for appearing in court. This time will include reasonable travel time to court.

B. Suspension of parking privileges will be for just cause.

Section 4. Shuttle Service

Shuttle service, where available, will be provided to employees traveling between buildings in the course of official business. This does not preclude discontinuance of shuttle service where the Employer determines the service is no longer feasible.

Section 5. Commute Options

A. The Agency will promote the use of alternative commuting options and provide related information on the agency intranet. Management will also make new employees aware of this information.

B. The Agency will make arrangements for employees to advertise ridesharing opportunities.

C. The Agency will make reasonable efforts to work with public transportation agencies to ensure the availability of public transportation to the facility with special emphasis to accommodate mobility-impaired employees.

D. If an employee expresses an interest in using a bicycle to travel to and from work, the agency will explore options for safeguarding his/her bicycle such as requesting bike racks, permitting employees to store bicycles inside agency space, etc.

Section 6. Transportation Subsidy

The agency will continue to provide a public transportation subsidy program for bargaining unit employees subject to the availability of funds.

All employees are eligible to apply for a transportation subsidy from the Agency. Employees eligible to participate in the agency transportation subsidy program, which will be in accordance with government-wide rules and regulations, may receive a subsidy not to exceed the amount of their actual monthly commuting expenses, up to the maximum amount authorized by this Agreement and the Sidebar.

Article 13
Sidebar

1. As soon as administratively possible after the effective dates shown below, the Agency will reimburse AFGE Bargaining Unit employees (with duty stations outside of the National Capital Region) for allowable transportation expenses in accordance with government wide rules and regulations, up to $90 per month.

2. AFGE bargaining unit employees in the National Capital Region (NCR) will be reimbursed up to $125 per month for allowable transportation expenses in accordance with government wide rules and regulations. The agency maintains the discretion, to the extent provided by Law or Executive Order, to increase the monthly reimbursement amounts should a subsequently enacted Law or Executive Order increase the monthly allowable reimbursement limit for the NCR.

Article 14

Reduction-in-Force and Transfer of Function

Section 1. Negotiations

The Administration and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function action. In the event of a reduction-in-force and/or transfer of function, and there is a duty to bargain under 5 USC 71, notice and such opportunity to bargain will be provided to the Union by SSA consistent with Article 4.

Section 2. Notification to Union

A. Written notification shall be made at the earliest possible date prior to the advance notice to employees. The notification will include:

   1. The reason for the action to be taken;

   2. The approximate number of employees who may be affected initially;

   3. The types of positions anticipated to be affected initially; and

   4. The anticipated effective date that action will be taken.

B. The Administration shall provide the Union with RIF information as required by 5 CFR 351.

Section 3. Notice to Employees

The Administration will give an advance notice of 60 calendar days to employees who may be affected by a reduction-in-force action.

Article 15

Contracting Out Bargaining Unit Work

Section 1. Prior Notification to Union

When the Administration anticipates contracting out of work presently being performed by bargaining unit employees, regardless of how the contract is to be implemented the Union will be notified. The notice will include general information concerning the employees who may be affected.

Section 2. Union Requested Discussions

Following such notice, upon request from the Union, the Administration will meet with the Union to discuss the information contained in the notice.

Section 3. Notice to the Union

Prior to contracting out work performed by bargaining unit employees, the Agency will provide notice and, upon request, bargain with the Union to the extent required by 5 USC 71 and in accordance with Article 4. When notice is given, it will include information on positions and locations.

Section 4. Employee Privileges and Benefits

Employees' privileges and benefits will not be diminished by allowing contractors to participate in employee programs. Such privileges include, but are not limited to, health screening, health fitness programs, shuttle services, and Government-sponsored training.

Section 5. Briefings

The Agency will provide a contracting out, insourcing, and FAIR briefing in connection with a national Union/Management meeting at least once per year in April. This briefing does not preclude the issue from being addressed at any subsequent national Union/Management meeting.

Article 16

Training and Career Development

Section 1. General Provisions

The Agency and the Union agree that the training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the appropriate training necessary for their assigned duties. The Agency is responsible for ensuring that all employees are provided time to attend or complete assigned training.

Section 2. Non-Discrimination

The Parties agree that nomination and/or selection of employees to participate in training and career development programs and courses shall be nondiscriminatory-without regard to sex (including sexual orientation and gender identity), race, color, genetic information, religion, age, marital status, ethnic group, disability, parental status, and Union membership or activity, and shall be in accordance with equal employment opportunity guidelines, and consistent with other applicable laws.

Section 3. Training – Job Related (Technical and General)

A. Employees will not incur costs for agency required training necessary for the performance of their assigned duties.

B. When training is required as part of a career ladder plan, the Agency is responsible for ensuring that it is provided.

C. Employees may initiate discussions regarding individual training needs. Such discussions may or may not be directly linked to an Individual Development Plan (IDP).

D. At the conclusion of formal, long-term training sessions, participants will be offered the opportunity to evaluate the training based on a survey prepared by the Agency. The Agency will conduct a follow-up survey, normally six (6) months after the conclusion of the formal training class. Normally, result (respondent scores, comments, etc.) will be provided to the appropriate Union official within 60 days after the administration of each survey.

E. The Parties recognize the value of live interactive training classes, as well as interactive elements as part of self-paced training for technical programmatic courses. The Agency continues to utilize and expand two-way meeting technology (e.g., Microsoft Teams) to approximate the live, in-person interactive training experience. The Agency recognizes that the future of interactive, virtual, initial programmatic training (including items such as discussion of ideal class size) will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils under Article 29.

F. Components that routinely utilize bargaining unit employee instructors for extended programmatic training will openly solicit and train qualified employees to serve as trainers/instructors. Solicitations will occur as needed (e.g. in advance of anticipated training). To be eligible, employees must at least be in a journey-level position for the position they wish to instruct, have at least a Level 3 performance appraisal, and meet other qualification requirements as determined by management. The potential of component and position-specific "train the trainer" courses will be a subject for PDI in Union Management Cooperation Councils under Article 29.

Section 4. Individual Development Plans (IDP)

Employees shall be encouraged to plan their career development through the establishment of an Individual Development Plan (IDP).

A. The Agency agrees, on an annual basis, normally the first quarter of the calendar year, to provide information and assistance, if necessary, to employees for the purpose and means of establishing IDPs. Employees requiring assistance will normally consult with their first line supervisor in completing and submitting their IDP. If the first line supervisor is unavailable, the employee may request assistance from the second line supervisor or designee. The approving management official will also be identified.

B. Because of the nature of their appointments, IDPs are not appropriate for term or temporary employees.

C. Employees may initiate IDPs through their designated management official. The designated management official will, if requested, assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification. The Agency acknowledges that duty time is appropriate for employees to complete an IDP. Time for approved IDP training activities will be addressed in accordance with Section 8 of this Article.

D. IDP information will be available to employees on an agency website.

Section 5. Training Programs

A. The Agency will remind employees, at least annually, of the availability of Government-sponsored training programs, the general scope of training, the criteria for approval of training, the nomination procedures, and advise employees of their right to request a reasonable accommodation with respect to training. The Agency agrees to advise individual employees, upon request, of currently available Government-sponsored training courses so as to provide the employee the opportunity to express timely interest. The Agency will provide information via the intranet concerning SSA-sponsored training and educational programs.

B. Training nominations and/or approval will be based on the potential use of the training in the employee's current position, or IDP if any, and other criteria established by applicable law, rule, or regulation. Nominating and approving officials will apply such criteria equitably.

C. When an employee is nominated for training, a copy of the employee's IDP, if relevant, will be attached to the nomination and will be considered in the process. Employees will be notified in writing of the approval or disapproval of their nominations and the reason for disapproval. To the extent feasible, employees will be notified of the approval or disapproval prior to the starting date of the training. Should an employee's nomination for training, including training courses contained in an IDP, be disapproved for lack of resources, the employee may be renominated as funds later become available, and the nomination will be given first consideration.

Section 6. National Training Committees

A. The Agency and the Union have agreed to continue the National Training Committees (NTC). The purpose of the NTCs is to review agency training and career development programs and make necessary recommendations. It shall meet to discuss training methodologies, training and career development needs, education and communication, efficacy of training initiatives; and other related issues. It will be a focal point for sharing information on agency-wide training and career development.

B. The NTC is a recommending body that will meet two (2) times per year and submit joint recommendations to the Deputy Commissioner for Human Resources, with a copy provided to the General Committee Spokesperson.

C. The NTC will be composed of up to twelve (12) members. Up to six (6) will be appointed by the Union and up to six (6) by the Agency. The dates for these meetings will be set by mutual consent of the parties. The parties may agree to additional meetings. The meeting(s) will be held on two consecutive days from 1:00-4:00 PM EST, via technology. Time authorized for NTC meetings will be handled in accordance with Article 30.

D. This committee is not a waiver of Union statutory rights to information, consultation or negotiations. The Union reserves the right to request negotiations on issues impacting conditions of employment.

E. Training may also be an appropriate subject for discussion at the Union Management Cooperation Councils.

Section 7. Technical Mentoring

A. Technical Skills Mentoring is defined as providing appropriate on the job assistance to employees new to particular jobs.

B. Mentors should be highly motivated, knowledgeable employees with good interpersonal skills.

C. Management will make every reasonable effort to:

1. Allow interested employees who are qualified to volunteer in the mentoring process and will openly solicit for volunteers when needed. Where management determines an employee is not qualified to mentor or decides not to utilize the employee in the mentoring process, they will discuss the reasons with the employee, if requested.

2. Accommodate employees with special needs or special equipment by obtaining mentors who are familiar with special equipment or accommodations used by individuals.

3. Consider an employee's request to freely withdraw from mentoring, and if denied provide a written explanation.

4. Share links to existing SSA training on mentoring to new mentors and organize an orientation meeting between the mentor and mentee.

D. Management recognizes that mentoring may consume a portion of the mentor's time and consideration will be given to adjusting workloads as deemed necessary.

E. The mentoring phase of training is a learning period that enables employees to become familiar with their new assignments. Management realizes that there is a learning curve in the mentoring process for the mentor and the employee. The mentoring process should ideally involve ongoing three-way communication among the technical mentor, the employee, and management.

F. Management recognizes the importance of continuity and will make every reasonable effort to ensure that the mentoring process is completed without interruption (e.g. scheduling blocks of time to allow for a mentor and an employee to meet to discuss casework and other work items, time for a mentor to review an employee's work).

G. Trainees who believe they need additional assistance or training at the conclusion of their mentoring period may make a request for management's consideration.

Section 8. Training Expenses

When training is approved, the Agency will pay costs of tuition, required textbooks and other expenses as appropriate, and may pay travel costs, subject to travel regulations and fiscal considerations. When management approves the scheduling of training during the employee's basic workweek, duty time may be approved for training, unless the training is deferred or cancelled. If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and may request to be excused to attend the training, without travel reimbursement, in accordance with PPM S630_9.

Section 9. Certification

Employees, (i.e., attorneys who are members of the Bar (state, territory or District of Columbia), nurses, and physicians) who are required to earn continuing education credits to maintain certification and/or licensure related to the employee's job series will be granted administrative leave, not to exceed 10 hours in any one calendar year to maintain such certification or licensure. The Agency will not incur any costs for such training. Administrative leave for continuing education training must be requested by the employee and approved in advance by Management, subject to workload considerations and applicable government-wide laws and regulations regarding administrative leave.

Section 10. Career Development Programs

The Parties recognize that career development programs at the Agency and component levels are appropriate subjects for discussion in Union Management Cooperation Councils under Article 29.

Section 11. Continuing Legal Education Requirements

The Agency shall reimburse tuition up to $200.00 per fiscal year to a GS-0905 attorney for course(s) necessary to satisfy the employees mandatory continuing legal education requirements to maintain a law license. The employee shall submit proof of payment to the Agency for reimbursement. Reimbursement may be delayed until enactment of a full year appropriation. Reimbursement will begin in fiscal year (FY) 2024.

In situations where an employee has an active membership in more than one bar (state, territory or District of Columbia), they may receive reimbursement sufficient to obtain the number of CLE hours necessary to maintain an active membership in the bar with the lesser CLE requirement.

Section 12. Law License Fee Reimbursement

A. To the extent the Agency or OPM requires a law license in order to be employed as a bargaining unit GS-0905 series attorney, the Agency will reimburse law license fees for one State bar. If the employee is licensed in more than one State, the Agency will reimburse the law license fee for the State with the lowest law license fee amount.

B. Each year, employees may submit law license reimbursement requests on a rolling basis as the employee pays his, her, or their dues for professional law licenses. Reimbursement may be delayed until enactment of a full year appropriation. Reimbursement will begin in FY 2024.

C. To be eligible for law license fee reimbursement, the requestor must be a bargaining unit GS-0905 attorney at the beginning of the period covered by the law license and on the date requesting reimbursement. The employee must remain employed with SSA for the duration of the licensing period for which the employee received reimbursement or may be subject to the recovery of funds, at a pro-rated amount.

D. All GS-0905 attorneys seeking reimbursement for a bar law license must annually provide documentation that they maintain active legal licensure in one or more U.S. jurisdictions. Reimbursement will be made upon receipt of proof of payment and consistent with other legal and fiscal requirements.

E. Qualified bargaining unit GS-0905 attorneys are eligible for reimbursement of up to $300 of their individual annual law license fees each year. Law license fees paid on a bi-annual or tri-annual basis shall be reimbursed up to $600.00 or $900.00, respectively.

Article 17

Monetary Awards

Section 1. Purpose

Recognition of employees through monetary awards reflects the parties' efforts to promote continuous quality service and to recognize employee contributions to Agency performance. Employee recognition is based on achievement and acknowledges the individual and collaborative accomplishments of employees to promote the success of the Agency mission, goals and objectives. Strong emphasis is placed on recognition of efforts to improve service to the public. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Those who contribute to the success of their work unit, and thus, the Agency, deserve recognition of their accomplishments. Recognition of group accomplishments also promotes and acknowledges the value we place on working together.

The program provides for two forms of monetary recognition (Recognition of Contribution (ROC) and Exemplary Contribution or Service Award (ECSA)), enabling the award recipient to be recognized in a meaningful manner. It provides the flexibility necessary to adapt to a changing work environment and unanticipated circumstances. The intent of this program is that employees will be appropriately rewarded regardless of changes in the Agency's organizational structure, work processes or work initiatives.

The Agency will provide a briefing and explanation to AFGE if the Agency's award budget does not follow OMB's recommendation.

Section 2. Policy

A. Except for Recognition of Contribution Awards (ROC), there is no limit on the number of awards that an individual employee may receive or frequency with which he/she may receive awards during an appraisal period. The timing and frequency is determined by the type of award. No more than one Recognition of Contribution Award can be granted for an appraisal period. Exemplary Contribution or Service Awards will normally be granted as close as possible to the event being recognized.

B. When employees are eligible to be considered for an award, the relative significance and impact of their contributions will be considered in determining which type of award(s) would constitute appropriate recognition, and the amount of money to be awarded. Funding availability must also be considered in the granting of monetary awards.

C. Awards will be processed in a timely and expeditious manner.

D. The Agency will provide an award recipient with documentation of the award received which may include a certificate. For awards other than ROCs, the acknowledgment will include a justification statement.

Section 3. Award Funding Process

A. A component as defined for this Section is an organizational component with a Deputy Commissioner or equivalent.

B. If the Agency establishes an award budget for a fiscal year, the awards funds will be distributed as follows:
   a. 75% for ROC Awards (Performance Awards)
   b. 25% for ECSA Awards (Exemplary Contribution or Service Award).

   In addition, there will be a separate QSI allocation.

C. If there are any unspent ROC funds for a Deputy Commissioner or equivalent component, management will reallocate such funds to that Deputy Commissioner or equivalent component's ECSA fund.

D. The amount of award funding to be allocated to an organizational component for performance awards for bargaining unit employees will be based on the payroll of bargaining unit employees in that component as of September 30 of the preceding fiscal year, e.g. September 30, 2018 for the FY19 Awards Program.

   The amount of funds to be allocated to an organizational component for the ECSA for bargaining unit employees will be based on the number of bargaining unit employees within the component as of September 30 of the preceding fiscal year, e.g. September 30, 2018 for the FY19 Awards Program.

E. The Agency will provide the Union with the number of bargaining unit employees within each Deputy Commissioner or equivalent component as of September 30th of the prior fiscal year within 30 days of the date the award funds are allocated to each Deputy Commissioner or equivalent component.

F. Following the processing of awards for a fiscal year, the Agency will provide the Union with (by March 1st):

   1. The number of ROC award recipients by Deputy Commissioner or equivalent component with each recipient's element average, position and grade as of the end of the fiscal year, and award amount.

   2. A listing by name of all ECSA award recipients by Deputy Commissioner or equivalent component with each employee's position and grade as of the end of the fiscal year, and award amount.

   3. A total summation of amounts spent and unspent for each of the two award categories by Deputy Commissioner or equivalent component.

   4. The number of QSIs approved and cost for these QSIs for each Deputy Commissioner or equivalent component.

5. The total ECSA fund (including reallocation of ROC funds) for each Deputy Commissioner or equivalent component.

Section 4. Eligibility Requirements

To be eligible for an award an employee must be in good standing and have a rating of record with an Element Average of at least 4.0 for ROCs, and an Element Average at least 3.0 for all other awards.

An employee is in good standing when he/she has a rating of record (an appraisal) of at least summary Level 3 and his/her current performance is at least successful.

Element Average is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings are added together and the total is divided by the number of performance elements and the resulting number is the Element Average. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards.

The Agency has the discretion to not grant a monetary award to an employee who received a reprimand. Employees who have received any other form of formal discipline (e.g. suspension, or demotion) are not eligible to receive any type of monetary award not already paid for the fiscal year in which the discipline is imposed or through the end of the next fiscal year. Affected employee will only lose award eligibility for one fiscal year.

If an employee was subject to a disciplinary action and the action is resolved by settlement or litigation, the employee will be considered in good standing and may be granted a monetary award if otherwise eligible.

Section 5. Types of Awards

A. Recognition of Contribution (ROC) – ROC recognizes employees who have maintained high quality performance. It may be awarded in the form of a Quality Step Increase (QSI) or cash award. To be eligible for a cash ROC an employee must have a rating of record with an Element Average of at least 4.0. To be eligible for a QSI an employee must have a rating of record with an Element Average of 5.

   Employees who are ROC eligible and are in good standing at the time of consideration for an award may be considered for a ROC award with the following exceptions:

   - Employees who are separated from the Agency as of the date that DCHR issues the award funding memo to the Deputy Commissioner or equivalent level components are not eligible to receive a ROC award.

- The parties agree that if an employee becomes eligible for a ROC award based on a change in his/her appraisal by settlement, the employee may be granted a ROC award, if otherwise eligible;

- Probationary employees are not eligible;

- Employees with an Element Average of less than 4.0 are not eligible;

- Employees may not be granted more than one ROC for an appraisal period;

- Employees may not be granted more than one QSI within a 52 week period; and,

- Employees may not be serving on a temporary promotion when a QSI is to take effect.

A ROC eligible employee, who is not granted a ROC award, will, upon request, be provided the rationale for not receiving the ROC award.

B. Exemplary Contribution or Service Award (ECSA) – An ECSA is a cash award which recognizes individual contributions to group achievement and performance that have promoted the mission of the Agency or extraordinary acts performed while on duty. Award amounts should be linked to the significance and impact of the accomplishment or contribution. The minimum amount to be awarded for an ECSA is $200 with a maximum amount of $800. To be eligible for an ECSA an employee must perform an extraordinary service or act in connection with or related to official duty, or demonstrate exemplary contributions to group/team performance. ECSAs may be granted and distributed throughout the appraisal period and as close to the contribution or extraordinary service or act as possible.

NOTE: A group or team is defined as two or more individuals working together toward a common purpose or goal.

Section 6. Honorary Awards

The Agency provides various honorary awards to recognize exceptional and meritorious service, such as superior accomplishments, teamwork, length of service and other achievements. Honorary awards are granted independently without a cash award.

Section 7. Miscellaneous

If the Agency decides to implement a suggestion program, and there is a duty to bargain under 5 USC 71, such notice and opportunity will be provided to the Union by SSA consistent with Article 4.

Article 18

Equal Employment Opportunity

Section 1. Policy

The Administration and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual orientation, gender identity, and pregnancy), national origin, disability, genetic information, or age. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, parental status or political affiliation. The Administration will have a positive, continuing and results-oriented program of affirmative action. The parties agree that Equal Employment Opportunity shall be administered in accordance with Title 5 U.S.C., Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age Discrimination in Employment Act (ADEA), Executive Order 11478 as amended, and other authorizing legislation, and applicable regulations.

Section 2. Affirmative Programs for Equal Employment Opportunity

A. Establishment and implementation of the two Equal Employment Opportunity Program Plans (Affirmative Programs for Equal Employment Opportunities (APEEO) and Disabled Veterans Affirmative Action Plan (DVAAP)) is a fundamental Administration objective. The Administration will continue to provide overall management support and budgetary planning to achieve equal employment opportunity objectives throughout the Administration, as outlined in 29 CFR 1614.102, Section 501 of the Rehabilitation Act, and the CFR for Disabled Veterans.

    1. The Administration will provide the Union with the Equal Employment Opportunity Commission's (EEOC) Management Directive (MD) 715 policy guidance, standards, and reporting requirements for developing the APEEO Plans, including timeframes set by the EEOC. If any of these procedures change, the agency will inform the General Committee Spokesperson of the change(s).

    2. The Administration will provide a copy of the annual EEOC MD 715 Report to the Union.

B. Monitoring:

    1. SSA shall provide the Union annual status reports on workforce profile and action items (included in EEOC MD 715);

    2. Any and all EEOC evaluation of SSA progress will be timely provided to the Union.

3. The parties will meet annually for two consecutive days from 1:00-4:00 PM EST via technology to assess progress and make recommendations for adjustments, as appropriate. The Union will be represented by up to six persons. This Union monitoring team and their management counterpart will be considered as the parties' National EEO Monitoring Committee.

   In addition to its monitoring activities, the committee will receive a briefing on the total Agency Program.

   Committee recommendations will be submitted to the Director of OCREO. Should recommendations be referred to higher levels, the Union will be notified timely. The union participation does not waive any rights pursuant to 5 USC 71.

Section 3. Adverse EEO Impact

Should adverse EEO impact be evidenced pursuant to the Affirmative Programs for Equal Employment Opportunity Plan, specific and measurable objectives shall be set to correct the conditions. Those objectives will include but not be limited to:

A. Validating existing selection procedures or;

B. Modifying or substituting selection procedures to alleviate adverse impact.

Section 4. Information and Data

A. The Administration shall make available to employees written information describing the APEEO, and the EEO complaint procedure. The Agency will also make available the telephone number of the Civil Rights and Equal Opportunity Manager or Office of Civil Rights and Equal Opportunity Counseling Coordinator.

B. The Agency agrees to provide the completed MD-715 in an electronic format. Should the information be available on the web, the Agency will refer the Union to the appropriate website in lieu of providing electronic reports. The No FEAR Act statistical data will be accessible to bargaining unit employees on the Agency website.

Section 5. Counselors

A. The parties agree that sufficient numbers of trained EEO counselors are necessary to a properly administered EEO program. Counselors will be given appropriate training and will be available and accessible to employees.

B. It is mutually agreed by the parties that the Union at appropriate levels may submit nominees for EEO counselor positions being filled on a collateral duty basis. The Administration will appoint the equal opportunity counselors and will give consideration to the Union nominees.

C. Employee representatives in EEO complaints will have prompt access, subject to applicable EEOC procedures, to copies of the EEO Counselor Report and EEO Report of Investigation and the 7B file with the employee's permission.

D. Training on the subject of sexual harassment shall continue to be included in SSA's training program provided to EEO counselors.

E. The Counselor will provide the employee or his/her representative a copy of the initial contact form.

Section 6. Complaints

A. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing.

B. An employee has the option of filing a grievance under the negotiated grievance procedure (Article 24) or a formal complaint under the agency EEO complaint procedure, but not both. EEO counselors will provide an inquiring employee a written description of both procedures.

C. The Administration agrees to furnish the Union statistical reports concerning discrimination complaints filed by bargaining unit employees. The Agency agrees to provide the above information in an electronic format. Should the information be available on the web, the Agency will refer the union to the appropriate website in lieu of providing electronic reports.

Section 7. Duty Status

A. When an employee files a complaint of discrimination under the statutory procedure, he/she and the designated personal representative (if employee of the Agency), shall have a reasonable amount of duty time to prepare the complaint and to respond to Agency and EEOC requests for information, in accordance with EEOC regulations (29 C.F.R. Part 1614.605). Generally, the employee and his/her designated personal representative (if an employee of the Agency and otherwise in duty status) may have up to eight hours of duty time for preparation through the investigation stage of the complaint. Thereafter, if the employee requests an EEOC conducted hearing, the employee and his/her designated personal representative (if an Agency employee and otherwise in duty status) may generally have up to 24 hours of duty time for preparation through the hearing stage. The employee and his/her designated personal representative (if an Agency employee and otherwise in a

duty status) may have up to eight hours of duty time to prepare any appeals filed with the EEOC. The complainant and his/her designated representative (if an Agency employee) must request this time in advance from their manager(s) and must provide sufficient information requested by the Agency to justify the time.

The agency will apply "reasonable time" as defined by the EEO Statute. The 8/24/8 parameters serve as a guideline only with no arbitrary cutoff. Management will determine the amount of time granted in accordance with EEOC regulations. If management denies a request for time the denial will be in writing, if requested.

Consistent with the 8/24/8 parameters described above, time for travel to an EEOC required event beyond the control of the personal representative (i.e., hearing, deposition) is an appropriate use of statutory EEO time.

B. In consideration of the unique importance of this plan to all SSA employees, the Union, and the Administration, the Employer agrees to provide notice and bargain to the extent required by 5 U.S.C. 71 on changes to the AEP plan.

Travel expenses for statutory complaints will be paid in accordance with 29 C.F.R. 1614.605.

Section 8. Sexual Harassment

The parties recognize that harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when the conditions as described in 29 C.F.R. Section 1604.11 are present.

Section 9. Employee Evaluation

Employees who use authorized official time (in accordance with 29 C.F.R.) in EEO activities who otherwise would be in a duty status will not be disadvantaged on their appraisals for approved absences to participate in functions authorized under this article.

Section 10. Reasonable Accommodations for Qualified Employees with Disabilities

A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, Section 403 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, SSA is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

B. SSA will offer reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability, regardless of type of appointment, in accordance with law, unless the agency can demonstrate that the accommodation would impose an undue hardship on the operation of SSA's program as defined in 29 C.F.R. 1614.203.

C. If requested, the agency will provide an employee with information on filing a request for reasonable accommodation. An employee may request reasonable accommodation orally or in writing. The agency will inform the employee of the appropriate management official with authority to engage in an interactive process to discuss reasonable accommodation.

D. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment and any undue hardship imposed on the operation of SSA's program as defined above. Qualified employees with disabilities may request specific accommodations.

E. Both parties agree that reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the duties of that position. SSA will eliminate undue delay in considering requests for reasonable accommodations for employees with disabilities despite general fiscal constraints. Such accommodations are to be considered as exceptions to the general restrictions and will be evaluated on a case-by-case basis with regard to the merit of the request.

F. Should a non probationary employee become unable to perform the essential functions of his or her position even with reasonable accommodation due to a disability the agency shall consider providing reassignment to a vacant funded position as a reasonable accommodation pursuant to 29 C.F.R. § 1614.203.

G. For employees with disabilities, job restructuring is one of the principal means by which some qualified workers with disabilities can be accommodated. The principal steps in restructuring jobs are:

1. Identify which factor, if any, which makes a job incompatible with a worker's disability.

2. If a barrier is identified in a nonessential job function, it may be eliminated so that the capabilities of the person may be used to the best advantage.

3. Job restructuring does not alter the essential functions of the job, rather, any changes made are those which enable the person with a disability to perform those functions.

H. Both parties agree that in many cases, changes in the work environment enable persons with disabilities to more effectively perform their job duties. Alterations may be, but not limited to:

1. Rearranging files or shelves;

2. Widening access areas;

3. Maintaining hazard-free pathways;

4. Raising or lowering equipment;

5. Moving equipment controls from one side to the other, or modifying them for hand or foot operation;

6. Installing special holding devices on desks, benches, chairs or machines.

7. With respect to the modernized systems environment, examples of accommodations are:

    a. The surface that holds the terminal will be adjusted to a level suitable to the employee's needs.

    b. The keyboard will have "light touch." Guards and other adaptive devices will be considered.

    c. Visually impaired employees will be permitted to label "home" keys.

    d. Operational and training materials will be available in Braille.

    e. Lap trays will be considered.

    f. Computer based voice-output systems or VDT screen enlargers will be provided for visually impaired employees.

    g. Hardware and software will be configured to accommodate color blindness (blinking cursor, highlighting).

    h. Printer switches will be available in "light touch" and located in an easily accessible location.

I. An employee may be provided assistive devices if the Administration determines that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide such as, hearing aids or eye glasses.

J. SSA facilities shall be accessible to employees with disabilities.

K. The Administration will be liberal in granting leave to accommodate the condition of qualified employees with disabilities.

Supervisors will advise qualified employees with disabilities of the administrative procedures available to them when weather conditions make it extremely difficult or hazardous to report to work and the office is open.

L. Leave without pay may be granted to accommodate a disability.

M. Qualified employees with disabilities, who uses prosthetic devices, wheel chair, crutches, guide dog, or other similar assistive devices, may request sick leave for equipment repair or guide dog training or medical treatment.

N. The Administration will provide qualified employees with disabilities full consideration for all training opportunities. Once an employee is selected for training, the Administration will provide reasonable accommodation to the employee to attend and complete the training.

It is the intent of the Administration to provide on-the-job training opportunities to qualified employees with disabilities consistent with operational needs.

Reasonable accommodations for training, both formal and on-the-job opportunities, include such things as:

1. modification of training and reference materials (example: training guides in Braille);

2. provision for a qualified interpreter for deaf trainees;

3. use of a mentor to provide individualized training;

4. assuring physical access to training facilities, restrooms, and lodgings.

O. As with all bargaining unit employees, qualified employees with disabilities may seek Union assistance and/or representation on their individual concerns, consistent with the terms of this agreement.

P. For the purpose of continuing to provide reasonable accommodations for employees who are deaf or hard of hearing, management agrees to provide interpreter services or other appropriate communication support for those employees who seek Union assistance and/or representation on their individual concerns. To the extent possible, this should be arranged in advance unless the employee wants to retain confidentiality.

Q. To provide qualified employees with disabilities equal opportunity to perform official business travel certain additional travel expenses necessarily incurred to accommodate the employee's disability may be reimbursed under the Federal Travel Regulations.

Section 11. Miscellaneous

Accommodation of employees with religious needs will be addressed consistent with applicable federal laws, rules and regulations.

EEO Alternative dispute resolution (ADR) will be handled in accordance with the agency policy. The policy will be maintained on the agency website. If the Agency changes the EEO ADR Policy, the union will be provided notice and an opportunity to bargain to the extent required by 5 USC 71.

At the AEP meeting, the Agency will share the following ADR information regarding bargaining unit employees:

1. Number of Agency ADR cases
2. Number of ADR cases excluded from ADR
3. Number of ADR cases in which ADR was not elected by employees
4. Number of ADR cases in which ADR was not elected by management
5. Number of ADR cases in which settlement was reached

In addition, when a settlement is reached, involving a bargaining unit employee, the appropriate (O)CREO staff or designee will send to the appropriate local president a sanitized copy of the settlement language. Within 5 calendar days of receipt the local president may notify the appropriate (O)CREO staff or designee if they believe conditions of employment are affected.

Sidebar

The union will be given a briefing at the 2019 AEP committee meeting on the Anti-Harassment Program. The union will be afforded the opportunity to provide recommendations for Agency consideration. If the Agency changes the program, the union will be given notice and an opportunity to bargain in accordance with 5 USC 71.

The union's right to be present for Weingarten meetings and formal discussions will be in accordance with 5 USC 71 and Article 3 of this Agreement.

Article 19

Office Space

Section 1. Office Openings, Consolidations, Moves, Relocations, Expansions and Renovations

The Agency will provide the Union with advance information related to any office opening, consolidation, relocation, expansion, or renovation. These actions will be accomplished in accordance with applicable Agency policies. This Article fulfills the parties' obligation to negotiate in accordance with 5 USC 71.

Section 2. Procedures

A. Prior to the renovation, relocation, expansion, there will be a general orientation meeting with employees to review the procedures, dates, times, and other aspects of the office opening, consolidation, relocation, expansion, or renovation.

B. The Union will be provided with a copy of the new or revised floor plan resulting from an office opening, consolidation, relocation, expansion, or renovation. The union will have five workdays from receipt of floorplan to request consultation. If requested by the union, the parties will consult via technology, unless the parties are located in the same installation.

   Consultations will normally last from 1-3 consecutive days but may be extended to 5 days on a case by case basis. The parties will not be engaged in discussions during the entire consultation period. Requests for additional extension(s) may be approved by management. However, either party may end consultation. Management will give bona fide consideration to union recommendations regarding the floor plan and will provide an explanation for any recommendations not adopted.

C. If there will be significant changes in décor due to an office opening, consolidation, relocation, expansion, or renovation, the parties will agree to establish a décor committee. Management and the Union will each appoint up to two members to the committee. The committee will select décor and color choices from the samples provided by management for items such as carpet, tile, paint, window coverings, and countertops. The committee will cease to exist once the office opening, consolidation, move, relocation, expansion, or renovation is completed unless there is mutual agreement to reconvene the committee for subsequent décor issues.

D. If an employee's personal materials and/or files will be moved due to an office opening, consolidation, relocation, expansion, or renovation, employees may receive a reasonable amount of duty time to pack and unpack those items. Employees will be provided boxes in which to pack their personal items.

E. If employee seat assignments will be changed as a result of an office opening, consolidation, relocation, expansion, or renovation, employees will be allowed to select their new seat assignments within designated units based on service computation dates (SCD).

F. If the applicable Facility Security Plan is changed as a result of an office opening, consolidation, relocation, expansion, or renovation, employees will be briefed on the updated Facility Security Plan within 30 days. A copy of the employee portion of the plan will be made available electronically.

G. Following the completion of the office opening, consolidation, relocation, expansion, or renovation, management agrees to conduct an evacuation drill, shelter in place drill, and a health and safety inspection in accordance with the Facility Security Plan and Article 9.

H. If management chooses to redeploy employees to other locations during an office consolidation, relocation, expansion, or renovation, management will first determine the numbers, types, grades and qualifications of employees to be redeployed to other work locations. Employees will identify their preferences from among available locations. Management will select based on SCD.

I. If management chooses to retain a skeleton staff during an office consolidation, relocation, expansion, or renovation, management will first determine the numbers, types, grades and qualifications of employees needed for the skeleton staff. Employees will be given an opportunity to volunteer for the skeleton staff and management will select from qualified volunteers based on SCD. If there are an insufficient number of volunteers, management will use inverse seniority to assign qualified employees to the skeleton staff.

J. The Union will be notified of the relocation/renovation dates when finalized. Management will contact the Union's designee to discuss any issues that may come up during the relocation process. Employees will be advised in advance of any renovations.

K. Management will provide the union with a copy of the occupancy agreement.

L. Employees may request assistance to arrange their permanent workstation and equipment, including the height of any fixed work surface at installation.

M. Ergonomic information is available on the agency website.

N. It is recognized that lifting or moving furniture and heavy boxes is not a regular duty of bargaining unit employees.

O. Management will consider employees' safety when determining placement of the security cameras and location of the guard.

P. A combination of design features may be used to control noise in the interviewing area.

Q. Furniture including cubicle walls used as part of the relocation/renovation will be clean and in good working order after installation.

R. The agency will post a copy of the floor plan, when it is finalized.

S. Employees will be provided keys for lockable personal storage space.

Article 20

Child Care and Elder Care

Section 1. Policy and Purpose

The parties recognize that working parents/personal primary caregivers may have special child and elder care needs during working hours. The parties recognize the need for such parents/personal primary caregivers to secure appropriate child and elder care arrangements. The Agency will continue its efforts to secure adequate funding in order to support and foster child care services for its employees, consistent with this Agreement and SSA's funding policy.

Section 2. Child Care Activities

The Agency will continue to provide information via SSA intranet to assist employees in meeting and/or support various activities in order to meet ongoing child care needs. These may include, but are not limited to, such things as child care and parenting information, child care resource and referral information, workshops, and counseling as available through the Employee Assistance Program.

In accordance with 40 U.S.C. 590(e), the Agency agrees to pay legally permissible expenses for training, conferences or other meetings in connection with the provision of child care services for Agency employees who have oversight responsibilities for the operation of Agency supported or sponsored child care facilities; e.g., members of local child care committees, board of directors, etc., if the Agency determines such training, etc., is relevant and necessary.

The Agency will provide information regarding child care on the agency website that may include topics such as children's wellness, family resources, parenting challenges and solutions, and resources regarding the Agency's child care centers nationwide.

The Parties agree that the issue of a potential child care subsidy is an appropriate subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils under Article 29. Should these discussions result in a management decision to establish a child care subsidy, Management will provide notice and bargain to the extent required by 5 U.S.C. 71.

Section 3. National Child Care Committee

The National SSA/AFGE Child Care Committee will be comprised of one representative from each national component of AFGE and an appropriate number of management members. The Committee will meet for two consecutive days from 1:00-4:00 PM EST (or longer by mutual agreement) at least annually (or more often by mutual agreement). This meeting will take place via technology.

The major purpose of the Committee will be to monitor all child care activities and provide recommendations to the Agency on child care options/solutions for SSA offices such as construction, consortium, resource/referral activities, educational programs, emergency drop-in

child care (occasional care), sick child care, school-age program, etc. This information may include, but is not limited to, the status of current activities, availability of funds, and results of surveys and/or feasibility studies. The Committee will also research the availability of grant monies and other fund raising alternatives, etc.

Based on a consensus, Committee recommendations will be forwarded to the Deputy Commissioner for Human Resources for a decision. At the same time, a copy of the recommendations will be forwarded to the Spokesperson, AFGE/SSA General Committee. Agency decisions, including rationale, will be forwarded to the Committee within a reasonable timeframe, normally not to exceed 90 days. Either party may send recommendations to the Agency.

The Agency will have subject matter experts available to meet with the Committee on an as needed basis.

The six Union representatives on the Committee will be authorized time in accordance with Article 30.

Section 4. Existing Child Care Center Board of Directors

Where there is a Board of Directors for an existing SSA child care center, the Union will designate one representative to serve on the Board of Directors. Union representatives on the Committee will be authorized time in accordance with Article 30.

Section 5. Employee Needs

The Agency agrees to grant emergency annual leave requests and to consider emergency requests for leave without pay brought about by unexpected changes in child care and elder care arrangements contingent upon operational emergency.

The Agency agrees to utilize programs which may assist employees with child/elder care needs; for example part-time employment, job sharing, leave, flextime, etc.

The Agency recognizes that it may be necessary for employees to contact child/elder care providers during duty hours.

Section 6. Facilities

In accordance with 40 U.S.C. 590, the Agency will provide space, equipment, furnishings and other services that the Agency determines necessary to support the operation of each SSA child care facility.

Section 7. Miscellaneous

The Parties agree that this Article will not delay or impact on any pending child/elder care initiatives. The Union will be kept informed of the child/elder care initiatives. Child/elder care

initiatives are an appropriate subject for discussion in Union-Management Cooperation Council under Article 29.

Section 8. Lactation

The Parties agree to provide support for lactating employees. To the extent required by law, a lactating employee must be granted reasonable time to express breast milk for the employee's nursing child each time the employee has a need to do so. This may include rest/break periods, meal periods, changes in work schedules/shifts, the ability to flex out, the use of annual leave, LWOP, credit hours, compensatory time, or other arrangements as appropriate.

If requested, Management may grant extensions of rest/break times or the meal period for up to a total of 15 minutes per day for employees to express breast milk. As an exception to the provisions of Article 10, Appendices A and B, nursing employees in field offices and teleservice centers may request to flex out at times during the workday in addition to the meal period in order to express breast milk.

Management will provide a private place, other than a restroom, that is shielded from view (including from video recording devices) and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. This onsite private location should afford a comfortable environment for the nursing employee and contain a small table, a comfortable chair, and one electrical outlet. To the extent feasible, Management will provide space with a lockable door and avoid assigning a space that contains high-traffic equipment like copiers, printers, etc. There should be a sink nearby if one is not located in the room. For each Agency facility lacking a dedicated refrigerator for storing expressed milk, upon request, the Agency will provide one "mini-fridge" per site, for dedicated storage of expressed milk. The "mini-fridge" may be used for other storage when not in use for this purpose. Normally, the "mini-fridge" will be located within the dedicated lactation space. The space will be cleaned daily in accordance with existing office cleaning procedures.

Employees will not be required to sign an SSA Lactation Program Agreement to use Agency space for lactation purposes. Employees may be requested to sign an acknowledgement statement regarding use of an Agency health unit facility for lactation purposes.

Employees who request to express breast milk at the workplace will be informed of these provisions.

Section 9. Elder Care

The Agency will provide resource information on elder care issues such nursing homes, home health care agencies, assisted living facilities, elder law, financial counseling, and medical advice on an Agency website.

Section 10. Emergency Backup Child/Elder Care

The Agency will establish an emergency backup care program for dependent minors and/or adult dependent or disabled family members. This program will provide a maximum of 5,000 care visits per fiscal year for all employees combined. Each employee will be limited to five (5) visits (one day equals one visit) per fiscal year, subject to availability on a first-come, first-served basis. At its discretion and subject to the availability of funds, the Agency may increase the total number of visits per fiscal year beyond 5,000.

The Agency will provide detailed information regarding this service on an Agency intranet site. To participate, each employee must comply with all other rules and requirements established by the program.

The program will begin no sooner than fiscal year (FY) 2025 to provide sufficient time for the Agency to complete the procurement process, and subject to budgetary considerations. Additionally, implementation of this program may be delayed in any fiscal year until enactment of a full year appropriation.

The Agency will reassess continuation of this program each fiscal year, and may, at its sole discretion, discontinue the program for any reason. Prior to discontinuing the program, the Agency will consult the Union.

Article 21

Performance

Section 1. Introduction

The parties agree to the following performance appraisal program in order to provide quality public service and an assessment of employee performance. The purpose of the performance appraisal program is to provide a framework for honest feedback and open, two-way communication between an employee and their supervisor.

Section 2. Overview

A. The appraisal program uses a three-tier rating system for ratings on individual performance elements and for the summary appraisal rating.

   Employees will be rated on four elements. The appraisal program offers three summary appraisal rating of record levels with clear distinctions among those performance levels to differentiate between high performing employees (Level 5 – Outstanding Contribution), the more typical successful employees (Level 3 – Successful Contribution), and employees whose performance is clearly failing (Level 1 – Not Successful).

   Employees in developmental programs may be placed on a developmental performance plan.

B. The appraisal program is used to make certain personnel decisions.

   1. Within-Grade Increase - An employee who has attained an appraisal rating of "Successful" will be entitled to a within-grade increase, as long as current performance is consistent with the rating of record.

   2. An appraisal rating of at least "Successful" is required in order to be considered for awards and/or promotions.

   3. The performance appraisal will be considered in making determinations regarding reductions in force (RIF) in accordance with Article 14 of this agreement.

D. This system will be a positive building block in the foundation of a relationship based on shared interests and mutual objectives. The appraisal system will emphasize:

   1. Employee Contribution
   2. Employee Development
   3. Administrative simplicity

Section 3. Appraisal Program Definitions and Principles

A. Terms used in this article will have the same meaning as in government wide regulations.

B. Performance Elements are work assignments and responsibilities that are key to achieving the Agency's mission and goals and reflect the Agency's commitment to providing outstanding public service.

C. Critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. All critical elements to be used for performance appraisals will be provided in writing to the employee at the beginning of the rating period or when elements change during the rating period.

D.

1. Performance standard means the management approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance.

2. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.

3. To the maximum extent feasible, the performance standards and critical elements will be consistent for standard or like positions.

4. If management changes any critical elements or standards, management may-convene a focus group consisting of management, employees and the union to obtain input prior to implementation. If a focus group is convened, the parties will negotiate the parameters (composition, length, process, etc.) of the focus group at that time. When there are any changes to critical elements or standards and there is a duty to bargain under 5USC71, notice and such opportunity to bargain will be provided to the Union by SSA consistent with the procedures in Article 4.

E. Performance plan means all of the written, or otherwise recorded, performance elements that set forth expected performance. A plan must include all critical and non-critical elements and their performance standards.

F. Alignment Statement is a standardized form that managers will provide to employees, normally at the beginning of the appraisal period, to facilitate discussion regarding how their work contributes to achievement of Agency goals and objectives. The statement may be supplemented with information about component goals and targets.

G. Rating of record means the performance rating prepared at the end of an appraisal period for performance of agency-assigned duties over the entire period and the assignment of a

summary level within a pattern (as specified in Sec. 430.208(d)), or in accordance with Sec. 531.404(a)(1) of this chapter (Code of Federal Regulations). There are three summary appraisal levels for this performance plan: Outstanding Contribution (Level 5), Successful Contribution (Level 3), and Not Successful (Level 1).

H. Progress review means communicating with the employees about performance compared to the performance standards of critical and non-critical elements.

I. Element Average – The average of the performance element ratings which is used to determine eligibility for awards. It is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings of 3 and 5 are added together and the total is divided by the number of performance elements and the resulting number is the Element Average.

Section 4. Length of Appraisal Period

A. The appraisal period is one year. The appraisal period is normally from October 01 through September 30. A rating of record will be prepared at the end of the appraisal period and issued to the employee within 30 days of the completed appraisal period.

B. The minimum appraisal period for employees is 120 days. Employees must be under a performance plan for a minimum of 120 days to be eligible for an annual performance appraisal at the end of their appraisal period. Employees serving in a probationary period will not receive a rating of record until after completion of their probationary period.

C. Employees who have been under their performance plan for less than 30 days and are approved for an extended absence in excess of 150 days will begin a new minimum appraisal period upon their return to duty. This does not preclude the appraising official from considering the employee's performance during the period the employee was under the performance plan for less than 30 days.

D. Annual Performance Appraisal

The appraising official will schedule time for a one-on-one meeting with the employee to issue his/her rating of record within 30 days of the end of the employees' appraisal period. However, if there is more than one management official at the meeting to issue the rating of record, the employee may request to have a union representative attend the discussion (in person or telephonically) provided no delay occurs.

If employees have not served under their performance plans for the minimum appraisal period, their annual performance appraisal will be postponed until the 120-day appraisal period has been completed.

Annual performance appraisals for new employees will be postponed until they have been in their position for one year.

Section 5. Issuing Performance Plans and Conducting Expectation Discussions

A. The appraising official will issue performance plans containing the Level 3 and 5 standards for each element to employees no later than 30 days from the beginning of their appraisal periods.

   The appraising official will meet with the employee one-on-one to discuss the employee's performance plan at the time it is issued. However, if there is more than one management official at this discussion, the employee may request to have a union representative attend the discussion (in person or telephonically) provided no delay occurs.

   The appraising official and the employee will discuss the performance expectations so as to attempt to arrive at a full and complete understanding of what is required to achieve the successful contribution performance level (Level 3) described in the plan. The discussion will also include some examples for Level 5 performance in an attempt to arrive at a general understanding of the outstanding contribution performance level. The discussion will also clarify any questions that the employees have concerning their performance plan.

B. Expectation discussions provide meaningful context to Level 3 performance standards and provide a means to align employee contributions to Agency goals and objectives.

C. The discussion will also include an explanation of the performance plan terminology, the method(s) to be used to determine the level of performance in each element, the nature and type of work product or other result to be counted, reviewed, or otherwise monitored. The discussion shall attempt to avoid subsequent misunderstandings about the performance expectations and their application to the employee's performance.

   In the context of this discussion, supervisors will:

   1. discuss the Alignment Statement with employees and review its content.
   2. discuss employee performance elements, standards and expectations that will be used to evaluate the employee.
   3. discuss data sources and numeric data, e.g. indicators of quality, quantity, timeliness, that may be considered in measuring employee performance, and upon request explain how the data source may be used in assessing employee performance.
   4. discuss employee development needs and opportunities and the relationship between employee performance and employee recognition.

D. If there are numeric or quality performance standards and/or numeric or quality expectations, they will clearly be identified in the employee's performance plan.

E. The appraising official will document the expectations discussed with the employee. Standard expectations may be developed for standard positions. This documentation will be filed in the employee's SSA-7B Extension File, or electronic equivalent, as part of the appraisal program. The employee may also have his/her comments placed in the SSA -7B Extension File or electronic equivalent.

   Employees and their supervisors will sign the performance plan to acknowledge that the performance plan has been issued and the initial performance discussion has been held. The signed performance plan will be placed in the SSA-7B Extension File or electronic equivalent. Managers may meet with employees collectively, in addition to individual performance discussions, to convey information that is general for all employees, such as agency goals and objectives.

F. Subsequent expectation discussions should be held when there is a change in the work situation such as:

   1. a change in the rating official/supervisor of record,
   2. a detail,
   3. a change in component goals or objectives,
   4. a return to duty from an extended absence of ninety (90) days or more,
   5. any change in work assignment or process that would significantly affect the employee performance plan, or
   6. a change in performance expectations contained in the employee performance plan.

If any of the above have a significant effect on employee performance, it will be considered a factor in appraising the employee's performance.

If there is more than one management official at a performance expectation discussion, the employee may request to have a union representative attend the discussion (in person or telephonically) provided no delay occurs.

Section 6. Monitoring Performance and Communications

A. Ongoing two-way communication between the manager and the employee is an effective tool for successful performance. Discussions should be a candid, forthright dialogue between the manager and the employee aimed at improving performance, the work process, or product. These discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance, to surface needs, or to participate in a dialogue about his/her contribution. Discussions may be initiated by the manager or by the employee. If an employee requests a discussion with his/her rating official to discuss his/her performance, it will normally be scheduled within five workdays.

B. Supervisory conclusions based upon observations of an employee by management will be timely communicated to the employee during informal discussions and/or the progress review. If the employee disagrees with the supervisory conclusions on individual cases or overall performance to date, he/she may provide management with written rebuttals that will be placed in the SSA-7B Extension File or electronic equivalent.

C. An employee may inform his/her appraising official in writing, which includes email, of factors beyond his/her control that have affected his/her performance. The appraising official will consider such factors when evaluating performance for the appraisal period. The written documentation will be placed in the employee's SSA-7B Extension File or electronic equivalent.

D. Formal Performance Discussion

At least once during the appraisal period, approximately midway through the appraisal period, management will have a documented performance discussion with each employee regarding the employee's performance. During the discussion, management should discuss the employee's performance and results achieved within each performance element, reinforce expectations, and identify needs for performance improvement in meeting those expectations. If there is more than one management official at a performance discussion, the employee may request to have a union representative attend the discussion (in person or telephonically) provided no delay occurs.

To ensure that all performance related activities are identified and documented, employees should provide feedback about their performance to their rating official.

E. Supervisors should document the content of performance discussions.

F. Employees and supervisors will sign the performance plan to acknowledge that the formal discussion was held. The documentation will be placed in the SSA-7B Extension File or electronic equivalent.

G. Optional Employee Self-Assessment

Employees will be provided the option of completing an end-of-cycle self-assessment, highlighting their accomplishments relating to the performance plan. Employees, who wish to submit a self-assessment, must do so no later than the end of their appraisal period. A reasonable amount of time will be provided for this activity. Self-assessments should be maintained in the SSA-7B Extension File or electronic equivalent. Management will inform employees of the above self-assessment option thirty (30) days prior to the end of the appraisal period.

H. Feedback from Workgroup/Special Projects/Details

Rating officials are responsible for obtaining feedback regarding an employee's performance on workgroups, special projects, or details outside the normal work unit. In determining

whether to solicit feedback, consideration should be given to the activity, duration of the activity, and the amount of time the employee spent on the activity.

Feedback should be obtained in writing from the supervisor responsible for the workgroup, project or detail. The assignment supervisor may include feedback obtained from a non-supervisory project leader, technical expert or team leader. Employees should be given a copy of the feedback and provided an opportunity to include comments. Feedback information should be maintained in the SSA-7B Extension File or electronic equivalent.

I. Considerations in Assessing Performance

1. The Agency, when assessing performance, will consider factors which affect performance that are beyond the control of the employee.

2. When numerical goals, guidelines, indicators, and expectations are factors in appraising an employee in a given critical element, management will consider the employee's other job assignments and the actual amount of time available to perform the job function being appraised under that critical element.

3. The Agency has determined that only time spent performing work related to an employee's critical job elements and standards will be considered in performance appraisals. Authorized time spent performing EEO representational duties and Union representational functions will not be considered as a negative factor when evaluating any critical job elements.

4. In the performance of and accounting for Agency work, the Agency will take appropriate steps to ensure measures and their application are accurate.

5. The procedures that are used to gather information in order to evaluate employee performance must reasonably ensure the accurate evaluation of performance. Reviews and/or sampling to assess performance will, to the extent practical, accurately reflect the employee's work.

6. Management will timely disclose to each employee sources of performance data and the relevant records that relate to his/her performance appraisal. Employees have the right to respond to performance data that is used to assess his/her performance.

7. The Agency will not establish arbitrary limitations, such as caps, curves or forced distributions, on appraisal ratings.

8. Each employee's performance will be evaluated solely against his/her performance standards.

9. Special skills and contributions, such as translation and interpretive activities, done as part of, or in addition to, regular job duties.

10. An employee shall not be rated on a performance standard that was not disclosed to him/her as part of a written performance appraisal plan.

J. Documentation of Annual Performance Appraisal

Standard forms will be used to document the employees' performance. Rating supervisors will sign and date the annual performance appraisals. Employees will sign and date their annual performance appraisals to indicate receipt. **A**ppraisals will be maintained in the SSA-7B Extension File or electronic equivalent and recorded on the Agency's automated management information system. Appraisals will be maintained in accordance with SSA's policies and procedures.

K. Element Average

In order to differentiate degrees of performance to determine eligibility for awards, the Element Average will be computed based on the rating of each individual element. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards.

1. Only performance element ratings of 3 and 5 will be used.

2. All elements are given equal weight in computing the element average.

Section 7. Procedures for Performance Below the Successful Contribution Level

A. The procedures for dealing with performance below the Successful Contribution Level only apply to employees who are entitled to the procedural and appeal rights described in 5 CFR 432. Employees not entitled to statutory appeal rights may be terminated for performance reasons with appropriate written notice.

B. Opportunity to Perform Successfully (OPS)

When an employee's performance is below the Successful Contribution Level, the manager should initiate a performance improvement plan, the OPS Plan. The OPS represents a formal process for performance improvement developed by the manager with consideration of employee input. The employee may request to have a union representative present during the initial discussion of the OPS.

To institute an OPS Plan, the manager must provide written notice to the employee that includes:

1. the critical element(s) for which performance is unacceptable;

2. the performance requirement(s) or standard(s) that must be attained in each critical element at issue in order to demonstrate acceptable performance;

3. a statement that the employee will have any WIGI or career ladder promotion withheld for the duration of the plan;

4. a summary of assistance already provided, along with the results;

5. a statement of the plan for providing additional assistance to the employee (e.g., targeted training, mentoring, etc.). The parties agree that placing an employee solely on 100% review does not equate to appropriate assistance.

6. a statement that unless the employee's performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reassigned, reduced in grade, or terminated.

OPS Plans will be instituted for a period of 60 calendar days. Managers may terminate the plan if successful performance is demonstrated and sustained before the end of the 60 days. Managers may extend the period if the employee is demonstrating significant progress toward the Successful Contribution Level of performance.

A copy of the written OPS notice will be placed into the employee's SSA-7B Extension File or electronic equivalent.

During the OPS, the manager will conduct ongoing discussions with the employee about progress toward improvement. The manager will document these discussions and work reviews in the employee's SSA-7B Extension File or electronic equivalent.

At the end of the OPS period if performance has not improved to the Successful Contribution Level, a Level 1 rating of record will be issued. If performance has improved to the Successful Contribution Level, the employee will be notified in writing of his/her successful completion of the OPS and a copy of the notice will be placed in his/her SSA-7B Extension File or electronic equivalent. If a rating of record is due, the rating will be Level 3.

Employees are considered to be performing at the Not Successful level (Level 1) while under an OPS Plan. If a rating of record becomes due while an employee is under an OPS Plan, the rating of record will be delayed until the plan is completed. If a WIGI becomes due while an employee is under an OPS Plan, a Not Successful rating of record will be prepared and the WIGI will be denied.

Section 8. Performance-Based Actions

A. Managers will initiate a performance-based action if, despite the additional assistance provided in accordance with the OPS Plan, the employee's performance has not improved to the Successful Contribution Level by the end of the OPS period. This will result in the employee's reassignment to another position or reduction in grade or termination.

B. Demotions or removals for performance-based reasons must be accomplished in accordance with the applicable law and government-wide regulations governing the employees covered and the procedures to be followed (i.e., 5 CFR Part 432 or 5 CFR Part 752).

C. An employee receiving a proposed action based on unacceptable performance is entitled to:

1. 30 day advance written notice of the proposed action that identifies both the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's position involved in each instance of unacceptable performance;

2. to be represented by the Union, an attorney or other representative;

3. time to respond to the notice of proposed action orally and in writing;

4. a final written decision within 30 days after the expiration of the advance notice period.

D. The employee may appeal to the Merit Systems Protection Board in accordance with applicable law, or the Union on behalf of the employee may timely file a written request to invoke arbitration under the terms of this Agreement. The choice of appeal forum is irrevocable. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure, or the Union on behalf of the employee timely files a written request to invoke arbitration, whichever occurs first. Arbitration must be invoked no later than thirty (30) days after the effective date of the action unless EEO counseling is initiated pursuant to Article 24 Section 8.

E. The Not Successful (Level 1) rating of record for an employee who has been demoted or reassigned for performance-based reasons in accordance with this Section will continue in effect until completion of the employee's appraisal period for his/her current position. However, if the employee is eligible for a WIGI prior to the completion of this appraisal period, a rating of record will be issued when the employee has demonstrated successful performance for at least 120 days.

Section 9.

The Agency will provide a yearly report, no later than March of each year, to the Union of the distribution of appraisal levels by position and grade level within each component, to the extent permitted by law and regulation. The Agency will also provide a report of the distribution of appraisal levels by EEO protected class within each component, to the extent permitted by law and regulation. Such reports will not contain personally identifiable information about any individual.

Article 21 Sidebar

The Social Security Administration (SSA) and the American Federation of Government Employees (AFGE) have reached the following understandings related to the implementation of Article 21 from the 2019 SSA-AFGE National Agreement:

The provisions of Article 21 will be effective on October 27, 2019 with the following understandings for affected employees who are transitioning from provisions under the 2012 National Agreement:

- All active PAs will be terminated as of October 27, 2019. Management will then determine if the employee needs to be placed on an OPS.

- Active OPS Plans that have 60 days or less remaining as of October 27, 2019 will remain unchanged.

- Active OPS Plans that have more than 60 days remaining as of October 27, 2019 will be terminated and the employee will be placed on a new 60-day OPS Plan.

- All employees on an NHT Plan as of October 27, 2019 remain on the NHT Plan through the end of the current appraisal cycle. These employees will then be placed on the appropriate Plan type (e.g., Non-Managers, Development Program, etc.).

Article 22

Within-Grade Increases

Section 1. Basis for Granting or Denying

A. Within-grade increases will be granted or denied on the basis of whether an employee attains an acceptable level of competence and meets other statutory requirements. The decision to grant or withhold a within-grade increase must be supported by the employee's most recent appraisal in accordance with Article 21.

B. Denial of a within-grade increase may not be used in lieu of disciplinary action.

C. At any time during the waiting period when a supervisor's evaluation leads to a conclusion that an acceptable level of competence is not being met, the supervisor will provide the employee with performance assistance in accordance with Article 21.

Section 2. Denials

After completion of the waiting period, if the within-grade increase is to be denied, the employee will be given the supervisor's official determination in writing. The determination will include:

A. a statement of the reasons for the negative determination;

B. identification of the areas in which the employee must improve in order to be granted a within-grade increase;

C. the right to request a reconsideration not more than 15 days after receiving the negative determination;

D. the statement: Pursuant to 5 U.S.C. 5335(c), an employee must request a reconsideration prior to grieving a WIGI withholding;

E. the name of the official to whom the employee may submit a request for reconsideration;

F. the opportunity for the employee to contest, orally and/or in writing, the basis for the negative determination;

G. that an employee and/or his/her representative in duty status shall be granted a reasonable amount of time in accordance with Article 30 (Union representative) or duty time (employee) to review material relied upon to support the negative determination and to prepare a response to the determination;

H. that an extension of the time period for making a reconsideration presentation may be granted upon request to the reconsideration official;

I. Language will be added to the Notice of Decision to Withhold Within-Grade Increase which states, "If you wish, you may provide a copy of this Notice to your union representative".

Section 3. Reconsiderations

A. When an employee files a request for reconsideration of a negative determination, an employee reconsideration file will be established which shall contain all pertinent documents relating to the negative determination.

B. On or before fifteen (15) days following the date of receipt of the employee's presentation or the date of completion of any investigation, whichever is later, the reconsideration official shall issue a notice of decision to the employee. Language will be added to the notice which states: "If you wish, you may provide a copy of this decision to your Union representative". If the negative determination is sustained, the notice of decision shall inform the employee that any grievance filed will enter the grievance procedure at the pre-arbitration stage. The employee may file a grievance in accordance with the provisions of Article 24. If the employee is alleging discrimination, the employee will have 45 calendar days following the denial of the WIGI to contact an Agency EEO counselor or 30 calendar days to file an appeal to the Merit Systems Protection Board (MSPB).

C. If the decision reverses the negative determination, the within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period.

Section 4. Redeterminations

When a determination is made that an employee's job-related activities are not at an acceptable level and the determination is final, the determining official may grant the within-grade increase at any time when in his/her judgment the employee has demonstrated sustained total performance at an acceptable level of competence. In such cases, the within-grade increase will be effective the first day of the first pay period after the acceptable determination is made. After withholding a within-grade increase, the determining official shall determine whether the employee's total performance is at an acceptable level of competence within each 26 weeks following the original due date for the within-grade increase unless a favorable decision has been made during the interim or action to demote or remove the employee has been taken. If the new determination is favorable to the employee, the effective date of the within-grade increase will be the first day of the first pay period after the acceptable determination has been made. If the new determination is unfavorable, the employee is entitled to a notice of negative determination and notification of the right to reconsideration in accordance with Section 2 of this article. The parties agree that any appeal to arbitration which may be filed on the basis of a final decision

sustaining a negative determination will be combined with any related grievance which may be concurrently in process.

Section 5. Effective Date/Administrative Error

A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and the employee meets conditions for eligibility. When, due to administrative error, oversight or delay, a positive determination is made after the waiting period is completed, the effective date of the within-grade increase shall be retroactive to the original due date. In such cases, interest will be paid in accordance with law and applicable regulations.

Article 23

Disciplinary and Adverse Actions

Section 1. Statement of Purpose and Policy

The Parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The Parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior. A common pattern of progressive discipline is reprimand, short-term suspension, long-term suspension and removal. Any of these steps may be bypassed where management determines by the severe nature of the behavior that a lesser form of discipline would not be appropriate.

The Parties further agree that normally, discipline should be preceded by counseling and assistance including oral and written counseling which are informal in nature. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment to the employee. Written counseling memos will be maintained in the e7B file or subsequent successor technology for up to one year. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

For the purposes of this article all references to written documents include the ability to transmit said documents electronically.

Section 2. Timeliness of Discipline

If the Agency feels that disciplinary or adverse action is necessary, such action will be initiated timely after the conclusion of any misconduct investigation of the offense.

Section 3. Definition of "Day"

For the purpose of this Article, the word "day" means calendar day unless otherwise specified.

Section 4. Investigations

A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse action.

B. If the Agency conducts an investigation, the Union's right to be present will be in accordance with 5 USC 7114(a)(2)(B) and Article 3, Section 6 of this Agreement.

C. Weingarten investigations will be initiated timely after the alleged offense was committed, made known to the appropriate Agency official, or referred (e.g. at the conclusion of other formal investigations by the Office of the Inspector General (OIG), Office of Special Counsel (OSC), and the Agency anti-harassment program), to the appropriate Agency official.

D. The Agency shall provide its Weingarten investigation summary notes to the employee and, if represented, the employee's representative as soon as possible after the investigation meeting.

Section 5. Reprimand

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of both the SSA-e7B Extension File or subsequent successor technology and the Official Personnel Folder (eOPF) for up to 1 year or as long as an administrative need exists (e.g., litigation, pending disciplinary actions).

If a discussion is to be held when a reprimand is given, the supervisor will advise the employee of his/her/their right to Union representation prior to the start of the discussion. The letter of reprimand will inform the employee of the right to file a grievance on the reprimand under the negotiated grievance procedure, and the right to Union representation.

Upon request, the employee and/or-the employee's designated representative will be provided, in a timely manner, copy(s) of the material relied upon to support the reprimand.

Section 6. Short-Term Suspensions

A. An employee against whom a suspension for 14 days or less is proposed is entitled to:

1. An advance written notice of fifteen (15) calendar days stating the specific reasons for the proposed action;

2. The right to review the material which is relied on to support the reason(s) for the proposed action;

3. Ten (10) calendar days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response; and

4. Be represented.

B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal. Oral presentations will normally be conducted face-to-face with the deciding official if the employee and the deciding official are co-located. If the employee and deciding official are not co-located, or by mutual agreement, oral presentations may be conducted virtually using meeting technology (e.g., MS Teams, conference call).

C. After considering the employee's response, the deciding official will issue a written decision. Normally the deciding official will be at a higher level of management than the proposing official.

D. If the decision is unfavorable to the employee, the decision may be grieved, beginning with the last (pre-arbitration) step of the grievance procedure.

Section 7. Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction in-Pay, and Furlough of 30 Days or Less

A. An employee against whom such an action is proposed is entitled to:

1. Advance written notice of thirty (30) calendar days stating the specific reasons for the proposed action;

2. The right to review the material which is relied on to support the reason(s) for the proposed action;

3. Twenty-five (25) calendar days to respond orally and in writing, and to furnish affidavits and other documentary evidence in support of the response; and

4. Be represented.

B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal. Oral presentations will normally be conducted face-to-face with the deciding official if the employee and the deciding official are co-located. If the employee and deciding official are not co-located, or by mutual agreement, oral presentations may be conducted virtually using meeting technology (e.g., MS Teams, conference call).

C. After receiving the employee's response, the deciding official will issue a written decision. Normally the deciding official will be at a higher level of management than the proposing official. If the decision is to effectuate an action specified in this section, it will specify the reason therefore, the effective date, the action to be taken, and the decision appeal rights.

The employee may appeal the decision to the Merit Systems Protection Board or, the employee may file a written grievance under the terms of this agreement. Any such grievance will be initiated at the last (pre-arbitration) step.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised the employee's option at such time as the employee or the employee's designated representative timely initiates an action under the statutory procedures, or timely files a written grievance at the last (pre-arbitration) step, whichever occurs first. Any grievance must be initiated no later than 20 days after the effective date of the action.

D. Employees shall be entitled to representation in all phases of these procedures.

E. Indefinite suspensions will be taken in accordance with 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752.

Section 8. Requests for Information and Materials Relied Upon

If requested by the employee or the employee's designated representative, the Agency, in a timely manner, will provide copies of all material, including written statements by witnesses, relied upon to support the proposal notice. Nothing precludes the Union from requesting additional information in accordance with 5 USC 7114(b)(4).

Section 9. Requests for Time Extensions on Proposals

The Agency will not unreasonably deny a request for extension of the time to respond to proposals.

Section 10. Notice to Union

The Agency will provide the Union, quarterly, a sanitized copy of all reprimands and proposals of more serious disciplinary/adverse actions.

Article 24

Grievance Procedure

Section 1. Purpose

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Administration.

Section 2. Coverage and Scope

A grievance means any complaint:

A. by an employee(s) concerning any matter relating to the employment of the employee;

B. by the Union concerning any matter relating to the employment of any employee;

C. by any employee(s), the Union or the Administration concerning:

1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

2. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

D. Grievances on the following matters are excluded from the scope of this procedure:

1. any claimed violation of 5 U.S.C. 73 relating to prohibited political activities;

2. retirement, life insurance or health insurance;

3. a suspension or removal under 5 U.S.C. 7532 relating to national security;

4. any examination, certification, or appointment;

5. the classification of any position which does not result in the reduction in grade or pay of an employee;

6. non-selection for non bargaining unit positions;

7. non-selection for bargaining unit employees from amongst properly rated and ranked candidates with the exception that employees may file grievances alleging unlawful discrimination as defined by Title VII. However, employees may file a grievance for

non-selection from the exercise of a priority consideration. Employees may also file either a grievance or unfair labor practice, but not both, alleging anti-union animus;

8. Termination of an employee serving under a probationary or trial period;

9. Non-adoption of a suggestion;

Section 3. Exclusivity

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Administration. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

This is the exclusive procedure available to bargaining unit employees, the Union or the Administration for the resolution of grievances.

Section 4. Representation

A. Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative or designee approved in writing by the Union.

B. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) workdays of the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union, normally within five workdays.

C. Where the grievant elects Union representation, meetings and communications with regard to the grievant's attempts at resolution shall be made through the designated Union representative.

D. For employees on flextime, the parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the parties mutually agree otherwise.

   For employees on a fixed shift, the parties agree to schedule all steps in the grievance process during the fixed shift of the grievant and representative unless the parties mutually agree otherwise.

   In situations where the grievant(s) and representative are on different work schedules and/or locations, the parties agree to make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the parties mutually agree otherwise.

Section 5. Resolution of Grievances and Employee Standing

The Union and the Administration agree that grievances should be settled in an orderly, prompt, and equitable manner so that the efficiency of the Administration may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Administration and the Union to settle grievances at the lowest level possible. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. 71 and this agreement, in seeking adjustment of grievances. In accordance with Article 40, Alternate Dispute Resolution (ADR) is an option available to the parties to address disputes.

The parties may elect, by mutual agreement, to combine multiple grievances filed on the same or similar issue and will process the combined grievance in accordance with the procedures described in Section 10.

Before the Agency or Union is required to render a decision at the last step of the grievance process, the written grievance must clearly describe the matter(s) being grieved, including the date/place of the occurrence and the individuals involved. The written grievance must also identify the article(s), section(s), and provisions of the agreement that are involved, explain the alleged violation, and state the requested relief.

Only issues identified in the written grievance will be considered by the grievance deciding official. Neither party may consider issues that were not raised at the last step of the grievance process. An arbitrator may only consider issues that were raised during the grievance process.

Section 6. Grievability/Arbitrability Questions

In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance, at least 21 days prior to the arbitration hearing. All disputes of grievability/arbitrability shall be referred as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.

Section 7. Time Limits and Proof of Service

A. A grievance concerning a continuing practice or condition may be presented at any time. Except as covered in Section 8(B) a grievance concerning a particular act or occurrence must be presented to the Step 1 management official within fifteen (15) working days of the action or date the employee became aware of the act or occurrence.

B. Effective September 23, 2022: Proof of service for the filing of a grievance shall be a certified mail return receipt from the United States Postal Service; a delivery receipt from a commercial delivery service; a written acknowledgement when hand delivered; or when delivered via email, a read receipt or an electronic delivery receipt demonstrating service to the appropriate grievance official and any alternate official identified in an out-of-office notice.

C. All the time limits in this article may be extended by mutual consent.

Section 8. Options

A. In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Section 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

   An employee affected by a prohibited personnel practice under Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

B. Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. The counselor shall have 30 calendar days to resolve the matter informally. If the counselor is unsuccessful, he/she will give the employee a written notice stating his/her right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure. If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 9 of this article within 15 working days and if the counseling process was used, attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this section, the Step 1 official is the official who took the action which gave rise to the allegation of discrimination or his/her designee. If this official is also the Step 1, 2 or 3 official identified in Section 9, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official or higher, that official will have 15 working days to attempt to resolve the matter and issue a decision. If the matter is not resolved, the grievant will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Administration. That official will have 25 workdays to either resolve the matter or render a final decision. If the employee does not elect to use EEO Counseling, any grievance must be initiated within 45 calendar days of the event which gave rise to the allegation, or after the date the employee became aware of the event, in accordance with the above procedure.

Section 9. Procedures for Employee Grievances

Step 1

A grievance must be submitted in writing, preferably on the standard grievance form provided by the Administration, and presented to the Step 1 management official (designated in the Grievance Steps Chart below) within 15 working days of the action or date the employee became aware of the act or occurrence.

If multiple employees with the same Step 1 or Step 2 grievance official (per the grievance chart in Section 9 of this article) file a single grievance over the same matter, one grievant for every four (4) grievants will be selected to serve as the "de facto" grievant(s) through the completion of the remaining step(s) of the grievance process. If there are less than 4 grievants to the original grievance, there will be one "de facto" grievant. Unless authorized by management, only the "de facto" grievant(s) will be permitted to attend and participate in oral presentation(s) and discussions with management regarding the grievance. If the grievance is pursued to arbitration, individual relief may be appropriate.

Within ten (10) working days after receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing. If the meeting is held after the fifth workday, the Step 1 official must issue a decision within five (5) working days after the meeting. The decision will either grant, partially grant, or deny the relief sought. The grievance may be appealed to the Step 2 official within five (5) working days after receipt of the Step 1 decision. The Step 1 official will forward the grievance material to the Step 2 official as indicated by the grievant's election to proceed to the next step.

Step 2

A. If the Step 2 official is located in the same installation as the grievant or the union representative, the grievant or the union representative shall have five (5) workdays to make an oral and/or written presentation.

B. If the Step 2 official is not in the same installation as the grievant or the union representative, the grievant or the union representative shall have ten (10) workdays to make an oral and/or written presentation.

C. The Step 2 official or designee will, as speedily as possible, attempt to resolve the grievance and will, within ten (10) workdays after the presentation date give a written decision containing the reasons for the decision.

D. The grievance may be appealed to the Step 3 official within five (5) workdays after receipt of the Step 2 decision.

E. The Step 2 official will forward the appropriate grievance material to the Step 3 official as indicated by the grievant's election to proceed to the next step.

Step 3

A. If the Step 3 official is located in the same installation as the grievant or the union representative, the grievant or the union representative shall have five (5) working days to make an oral and/or written presentation.

B. If the Step 3 official is not located in the same installation as the grievant or the union representative, the grievant or the union representative shall have ten (10) workdays to make an oral and/or written presentation.

C. The Step 3 official or designee will as speedily as possible, attempt to resolve the grievance and will within ten (10) workdays after the Step 3 presentation date give a written decision containing the reason for the decision.

D. If the decision is not acceptable, the Union may refer it to arbitration in accordance with Article 25 (Arbitration).

E. In Field Offices (OARO, OHO, DCO) and OGC Regional Offices where oral presentations are to be made to management officials outside of the installation, face-to-face meetings are preferred whenever feasible. If such meetings cannot be arranged within the timeframes for oral presentations, the parties may meet at a later date as scheduling will permit or may conduct the oral presentation by telephone, but will not delay the grievance process longer than 30 calendar days.

GRIEVANCE STEPS CHART			
COMPONENT	Step One Official	Step Two Official	Step Three Official
OHO (HQ)	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
OHO (Field)	Immediate Supvr.	Next Level Supvr.	Regional Chief Admin Law Judge
Headquarters (Local 1923)	Immediate Supvr.	Br/Div Director/Center Director	Office/Staff Director or equivalent

FO	Immediate Supvr.	District Manager	Area Director
FO (Non-Mega TSC)	Immediate Supvr.	TSC Manager	Regional TSC Mgr. or Next Level Supvr. if no Regional TSC Manager
FO (Mega TSC)	Immediate Supvr.	Next Level Supvr.	TSC Director
OARO	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
DOC	Immediate Supvr.	Branch Chief	Appropriate Director
RO	Immediate Supvr.	Next Level Supvr.	ARC/MOS
OGC (Region)	Immediate Supvr.	Chief Counsel	A Deputy General Counsel
OGC (Headquarters)	Immediate Supvr.	Associate General Counsel	A Deputy General Counsel
PSC	Immediate Supvr.	Next Level Supvr	ARC/PCO
If an employee's immediate supervisor is the Step 2 official, the grievance will be considered entered at that step of the grievance procedure. Likewise, if an employee's immediate supervisor is the Step 3 official or higher, the grievance will also be considered entered at Step 2 of the grievance procedure. If the matter is not resolved, the Agency will designate a higher authority official to review the grievance and decision and either resolve the matter or render a final Agency Step 3 decision.			

The employee may feel he or she cannot initially discuss the alleged grievance with the immediate supervisor. If so, the employee may grieve the matter initially with the Step 2 Official. If this is done, it is understood that this is the second step in the grievance procedure.

The Step 2 and Step 3 officials listed above may use designees to complete their responsibilities. In the field council, the above delegation applies except that the Step 3 official or designee in his/her immediate office will issue the decision.

Section 10. Union Management Grievance

Either party may submit grievances through their respective representatives at the national, component, or local levels. Grievances at the national level will be submitted to the Commissioner or designee or the General Committee spokesperson or designee as appropriate. Grievances at the component level will be submitted to the component head or designee or the AFGE component president or designee, as appropriate. Grievances at the local level will be submitted to the Regional Chief ALJ, Regional Commissioner, Regional Director, Regional Chief Counsel, Associate Commissioner or equivalent and the designated Union official, as appropriate. Management officials listed above may use designees to complete their responsibilities.

A grievance concerning a continuing practice or condition may be presented at any time. -A grievance concerning a particular act or occurrence must be presented to the other party within twenty-five (25) working days of the action or date the moving party became aware, of the act or occurrence.

When a grievance is filed, the parties will meet and/or discuss the matter within ten (10) working days after receipt unless the grieving party waives the meeting/discussion. A written decision will be issued within ten (10) working days of the meeting or of the date of waiver. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) working days after receipt of the final decision. However, prior to invoking arbitration, each party will consult with appropriate levels within its respective organization. Either party may move its grievance to arbitration 45 calendar days after the grievance was filed.

Arbitration awards or grievance settlements shall not be applicable or precedential beyond the jurisdiction of the parties to the grievance, unless the parties at a higher level agree otherwise.

Section 11. Grievance Decision

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

Section 12. Failure to Meet Requirements

A. Failure on the part of the Administration to meet any of the time requirements of these procedures will permit the grievance to advance to the next step.

B. If the moving party fails to timely pursue the grievance after receiving a decision at any step of the process, the grievance shall be terminated.

C. If a decision is not issued, the grievance will not terminate.

Section 13. Withdrawal

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

Section 14. Use of E-Mail in the Grievance Process

Effective September 23, 2022: All grievances require an original signature at filing and proof of service (per Section 7.B of this Article) regardless of the type of grievance or where the grievance enters the process. In addition to a handwritten signature, an "original signature" may include an electronic signature added using the employee's agency-issued personal identity verification (PIV) card or "/s/" typed before the employee's typed name. The email filing the grievance must state in the subject line: "Grievance Filed Under Article 24." A grievance decision at any step in the process may be issued via email. Grievances filed under Section 8 or Section 9 of this Article may also be advanced via email through the remaining steps in the process. When advancing a grievance via email, the employee or the union representative (whichever is applicable) must request an oral presentation or the oral presentation will be considered waived for the grievance step.

If a grievance is filed, advanced, or a grievance decision is transmitted via email, the email will be considered received on the first workday after the day of transmission of the email.

Article 24 Sidebar

Grievances filed pursuant to Section 10 of this Article may be filed electronically at the appropriate level to a management-designated mailbox.

Within 60 days after the one year anniversary of the National Agreement, the parties agree to meet via technology to discuss how to implement electronic filing of Section 9 grievances.

If the Agency decides to implement an electronic grievance filing system for Section 9 and/or Section 10 grievances, the Agency will provide the Union with advance notice, a briefing, and an opportunity to consult and bargain to the extent required by 5 USC 71.

Article 24 Sidebar

The Social Security Administration (SSA) and the American Federation of Government Employees (AFGE) have reached the following understandings related to the implementation of Article 24 from the 2019 SSA/AFGE National Agreement:

1. The Parties will follow the provisions of Article 24 of the 2012 SSA/AFGE National Agreement for any grievance filed prior to the effective date of Article 24 of the 2019 SSA/AFGE National Agreement regardless of the status of the grievance.

2. The Parties will follow the provisions of Article 24 of the 2019 SSA/AFGE National Agreement for any grievances filed on or after the effective date of Article 24.

Article 25

Arbitration

Section 1. Invoking Arbitration

A grievance processed under this agreement, if unresolved, may be referred to arbitration as provided for in this article. Only the Union or the Administration may refer a grievance to arbitration. A notice to invoke arbitration must be in writing and served on the opposite party within fifteen (15) work days after receipt of the written decision rendered in the final step of a grievance filed under Article 24.

The parties within fifteen (15) working days prior to the date of the arbitration hearing shall try to define the issue(s). If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 2. Arbitrator Selection

A. The party invoking arbitration (invoking or moving party) will contact the other party to jointly request a panel of 7 arbitrators from the Federal Mediation and Conciliation Service (FMCS). The invoking party may unilaterally request a panel of arbitrators from FMCS if the other party does not respond within 14 calendar days.

B. The invoking party will be responsible for paying any applicable fees to the FMCS.

C. The invoking party will contact the other party upon receipt of the arbitrator panel from FMCS. Initial contact will be in writing, either by letter or electronic mail, to the non-moving party's representative. The moving party will request that the FMCS serve a copy of the panel list on both Parties (Union and Management).

D. The parties will meet (usually by phone) within 30 calendar days of receipt of the FMCS panel to attempt to agree upon the selection of an arbitrator from the panel. If the parties do not mutually agree upon selection of one arbitrator, the parties shall alternately strike names from the panel until one name remains who shall be the arbitrator. The invoking party will have the first strike. The invoking party will notify FMCS of the selection of the arbitrator and will simultaneously serve a copy of the notification on the other party.

E. If the arbitrator does not contact the parties within 21 days of the date of the parties' notification to FMCS, the invoking party will contact the arbitrator in writing and copy the non-moving party in that message to request hearing dates. The arbitration will be scheduled on a date and time when the arbitrator is available and which is mutually agreeable to both the moving and non-moving parties.

F. In the event an arbitrator is not assigned as of the effective date of this agreement, the selection procedures outlined in A-E above will apply. For cases that have an assigned arbitrator, the arbitrator will hear the case and render a decision. In the event an assigned arbitrator is unable to fulfill his/her responsibilities for any reason, a new arbitrator will be selected in accordance with the selection procedures outlined in A-E above.

Section 3. Refusal to Participate

Should either party refuse to participate in arbitration, the other party may contact the arbitrator to raise the concern. The arbitrator will jointly discuss the concern with the parties to attempt to resolve the concern. If mutual resolution is not reached the arbitrator will determine how to proceed.

Section 4. Arbitration Sunset Provisions

If a hearing date has been set as of the effective date of this Agreement and is postponed for any reason, a 12-month extension from the cancellation date will be granted to hold that hearing. For any case for which arbitration was invoked before the effective date of this Agreement but not scheduled, the case must be heard within one year after the effective date of this Agreement. All cases invoked on or after the effective date of this Agreement must be heard within two years from the date of invocation.

If any of these timeframes are not met, the case terminates and can no longer be heard.

A three month extension from the end of the sunset period will be granted based on any of the following conditions: (a) postponement by the mutual consent of the parties; (b) withdrawal by the arbitrator;-(c) illness or death of the arbitrator;-or (d) inclement weather or catastrophic event.

Section 5. Procedures

A. As soon as possible after invocation, each party will identify its representative for communications with the arbitrator and for responding to any questions. If either party changes the originally identified representative, that party will notify the other party, as well as the arbitrator, as soon as possible.

B. The procedures used to conduct the arbitration shall be determined by the arbitrator. Each party will be entitled to have one (1) representative and one (1) technical advisor at each hearing. Each party is entitled to one (1) observer who may not participate or engage in the hearing. The Union observer, if an agency employee, will be on time in accordance with Article 30 of this Agreement, LWOP, or paid leave and at no cost to the Agency.

C. The arbitrator's fees and expenses will be shared equally by the parties.

D. Effective September 23, 2022: If the Administration requests a transcript, the Administration will bear the entire cost of such transcript and will furnish one electronic copy to the Union.

E. Effective September 23, 2022: The arbitration hearing shall be held, if possible, electronically via video technology. In-person hearings may be conducted if both parties agree.

F. Effective September 23, 2022: For Article 24, Section 9 grievances where the arbitration hearing is held in-person, the agency will pay the authorized travel and per diem costs of one grievant, if the grievant is an SSA employee at the time of the hearing. If the grievant is no longer an SSA employee at the time of the hearing, the agency will pay authorized travel and per diem from the grievant's duty station at the time the grievance was filed to the site of the hearing. The parties agree to keep the number of witnesses to a reasonable number. The union will pay all costs for its representatives and witnesses with the exception that the agency will pay the travel and per diem costs of two union witnesses who are current SSA employees.

The parties will normally exchange preliminary witness lists 15 workdays prior to arbitration.

G. The arbitrator's decision shall be final and binding. In other than expedited cases, the arbitrator shall make specific finding of fact(s) based on the evidentiary record. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be requested to render the decision as quickly as possible.

H. If the arbitration award is unclear to either party, the award shall be returned to the arbitrator for clarification.

Section 6. Effect of Arbitrator's Award

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement.

Section 7. Expedited Arbitration Procedures

The moving party will request a list of arbitrators who are willing to hear expedited cases with respect to any grievance which involves:

- An employee's formal performance appraisal, other than demotions or removals for unacceptable performance under 5 U.S.C. Chapter 43;

- Final decision to withhold a within-grade salary increase;

- Reprimands and suspensions of 14 days or less;

- Counseling and oral warnings;
- Action imposing sick leave restriction;
- Denials of sick leave, annual leave, and LWOP;
- AWOL charges; and
- Any other matter mutually agreed upon.

A. The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes.

   The hearing shall be informal.

   No briefs shall be filed or transcripts made.

   There shall be no formal evidence rules.

   If possible, two (2) cases a day will be scheduled and heard by the same arbitrator.

B. A single case should normally not require more than four (4) hours to be heard with each party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.

C. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render the decision within five (5) work days after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.

D. The arbitrator's decision shall be final and binding on both parties. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations.

At the approximate mid-point of the National Agreement, the Parties will review the status of the arbitration process. This will include a review of the FMCS process, and how it is working. If the parties mutually agree, Section 2 of Article 25 may be reopened, in order to update or modify any provision.

Article 25 Sidebar

The Social Security Administration (SSA) and the American Federation of Government Employees (AFGE) have reached the following understandings related to the implementation of Article 25 from the 2019 SSA-AFGE National Agreement:

The provisions of Article 25 will be effective on October 27, 2019 with the following exception:

For any grievance that is invoked for arbitration prior to the effective date of Article 25 of the 2019 SSA-AFGE National Agreement October 27, 2019, the arbitrator will be selected and paid in accordance with the Panel procedures described in Article 25 of the 2012 SSA-AFGE National Agreement regardless of when the hearing is held. If the arbitrator is unable to hear the case for any reason after October 27, 2019, a new arbitrator will be selected and paid under the FMCS procedures described in Article 25 of the 2019 SSA-AFGE National Agreement.

If a grievance is invoked for arbitration on or after October 27, 2019, the arbitrator will be selected and paid in accordance with the FMCS procedures described in Article 25 of the 2019 SSA-AFGE National Agreement.

Article 26

Merit Promotion

Section 1. Purpose and Policy

The purpose of the provisions contained herein are to ensure that merit promotion principles are applied to all employees without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex (including sexual orientation and gender identity), national origin, disability, age, genetic information, and shall be based solely on job-related criteria. This article sets forth the merit promotion system, policies, and procedures applicable only to bargaining unit positions in the Administration.

Section 2. Career Development Programs

A. The Agency will publicize all career development programs when they are announced. Announcements will contain adequate specific application instructions. Such programs will be offered depending on the availability of funds and the needs of the Agency.

   Career Development Programs will provide opportunities for temporary developmental assignments to increase knowledge of SSA programs and work processes.

B. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs.

Section 3. Career Ladder Positions

A. Career ladder positions help employees to develop to successfully perform higher-level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge, as compared to the journey level responsibilities. The responsibilities at each level of the career ladder position will be conveyed to employees through the position description and career ladder plan. Career ladder plans and/or revisions of plans will be tailored to the complexity of the job duties.

B. Each career ladder position will have a career ladder plan. The career ladder plan will outline the criteria for each grade level which an employee must meet in order to be promoted. An electronic copy of the plan will be made available to each employee upon entry into the career ladder position and when he/she is promoted to a new level of the career ladder plan. The employee will also be advised of his/her earliest date of promotion eligibility. In addition, the employee and the union will be provided with an electronic copy of any revised career ladder plan within 30 days of each revision. When career ladder plans are established

and/or revised, the Administration will provide notice to the Union. Bargaining, to the extent required by 5 USC 71will be in accordance with Article 4.

Section 4. Career Ladder Advancement

A. At the time the employee reaches his/her earliest date of promotion eligibility, the Administration will decide whether to promote the employee.

1. If an employee is eligible for promotion, the Administration will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.

2. If an employee is not meeting the criteria for promotion to the next grade level of the career ladder, the employee will be provided with **30** days written notice prior to earliest date of promotion eligibility.

3. In the event that the employee met the promotion criteria but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

B. At any time a supervisor and/or the employee recognizes the employee's need for assistance in meeting the career ladder advancement criteria, the supervisor will develop a plan with input from the employee to assist the employee in meeting those performance expectations or the career ladder advancement criteria. The plan should include all applicable training as well as any other appropriate support.

If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Administration will:

1. Provide the employee with additional time to meet the promotion criteria. The Agency will promote the employee at any time that the employee meets the promotion criteria or
2. Reassign the employee to another position at the same grade and step.

Section 5. Applicability of Competitive Procedures

A. Promotions - Any selection for promotion of more than 120 days must be made on a competitive basis unless it is excluded by Section 6 below.

B. Reassignments or Changes to Lower Grade - Any selection to a position that provides specialized experience as defined in the OPM Qualification Standards that the employee does not already have and is required for subsequent promotion to a designated higher-grade

position and/or to a position with known promotional potential must be made on a competitive basis.

C. Training - Competitive procedures will be applicable to selections for training when eligibility for promotion to a particular position depends on whether the employee has completed that training.

D. Appointments - Competitive procedures apply to the transfer of a Federal employee or to the reinstatement of a former Federal employee to a position above the highest grade previously held permanently unless the position is a higher-graded successor position or to a position at or below that grade if the position has promotional potential above the highest grade previously held permanently. The employee must not have been demoted or separated for personal cause from the higher grade(s) and, when competitive procedures apply, be identified as a well-qualified candidate with eligible SSA employees to be eligible for appointment. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to both SSA employees and persons being considered for appointment to higher-graded positions above the highest grade previously held permanently by transfer or reinstatement.

E. Selection from an OPM-approved register or delegated examining unit certificate.

F. Participation in bargaining unit Career Development Programs may be used to non-competitively place participants into bargaining unit positions.

Section 6. Applicability of Noncompetitive Actions

A. Promotions - The following promotions may be taken on a noncompetitive basis unless otherwise provided:

1. Promotion of the incumbent of a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities and not a planned management action. To be eligible for a noncompetitive promotion in this situation the employee must have performed the higher-level duties for at least 6 months, must have continued to perform the same basic function, and the employee's former position must be absorbed administratively into the new position.

2. Promotion of an incumbent or an individual entitled to reemployment rights to a position that is reclassified to a higher grade without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of correction of an original classification error. When the incumbent of the upgraded position meets the legal requirements and qualification standards for promotion to the higher grade, the incumbent will be promoted.

3. Promotion of an employee previously selected competitively for a lower step of a career ladder.

4. Promotion after receiving priority consideration.

5. Promotion of an employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA and other appropriate authorities).

6. Agencies may non-competitively reinstate, transfer, promote an employee up to the highest grade and step previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" reasons.

7. Temporary promotions to a higher grade totaling 120 days or less during any 12 month period. If a temporary promotion that was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures.

8. Career ladder promotions following noncompetitive conversion of a Pathways Program employee in accordance with the requirements of applicable OPM policy.

9. Promotion of an employee covered by an approved training agreement.

10. Promotion of an employee placed competitively in a trainee position.

B. Reassignments or Changes to Lower Grade - A reassignment or change to lower grade to a position that does not provide specialized experience as defined in the OPM Qualification Standards that the employee does not already have and is required for subsequent promotion to a designated higher-grade position or to a position having no known promotional potential may be taken on a noncompetitive basis.

C. Details - The following details may be made on a noncompetitive basis:

1. Details of 120 days or less to a higher-grade position.

2. Details of 120 days or less to a position at the same or lower grade with known promotional potential, or to a position which provides specialized experience as defined in the OPM Qualification Standards required for subsequent promotion to a designated higher-graded position.

3. Details to a position at the same or lower grade with no known promotion potential, or to a position which does not provide specialized experience as defined in the OPM Qualification Standards required for subsequent promotion to a designated higher-graded position.

4. Details to unclassified duties.

Promotional credit or points may not be given for any non-competitive detail, including any non-competitive temporary promotions.

D. Other Noncompetitive Actions

1. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and office provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.

2. Transfer of a Federal employee or reinstatement of a former Federal employee (including conversion to reinstatement from a temporary appointment) to a position at the same or lower grade than the highest permanent grade held under a career or career-conditional appointment provided the candidate was not demoted or separated for personal cause from a higher grade and also provided that the position does not have known promotional potential to a grade higher than the highest permanent grade held.

3. Reinstatement to the same career ladder position for which an employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotional potential.

4. Reinstatement of a former SSA employee to a position which is the higher-graded successor to a position he/she previously held. Such reinstatements may be made non-competitively when classification of the successor position is based on the establishment of a new position classification standard or the revision of a position classification standard.

5. A position change permitted by reduction-in-force regulations.

E. Procedures for details are described in Article 27.

Section 7. Vacancy Announcements and Areas of Consideration

A. All actions requiring the use of competitive procedures under this Agreement will be announced on the SSA Intranet/Internet, e.g. Internal Vacancy On-line (IVOL).

B. Areas of Consideration- The area of consideration for a position vacancy is that area in which the Administration should reasonably expect to locate enough well-qualified candidates. Employees within an area of consideration are given the opportunity to be considered by means of the vacancy announcement and application procedures and/or by being automatically considered without having to submit an application. Unless otherwise indicated in this article, areas of consideration are applicable when filling bargaining unit position vacancies are as follows:

1. The normal area of consideration for positions with Baltimore/Washington, D.C./Falls Church headquarters duty stations is Baltimore/Washington, D.C/Falls Church headquarters-wide. At the discretion of management, the normal area of consideration for positions at this level may be expanded.

2. The normal area of consideration for positions at the GS-8 through GS-15 levels and equivalent Wage Grade levels is SSA region-wide. This area of consideration includes all SSA installations in the region in which the duty stations of the vacancy is geographically located. At the discretion of management, the normal area of consideration for positions at this level may be expanded.

3. The normal area of consideration for positions at the GS-7 level and below and equivalent Wage-Grade levels is SSA commuting area. This area of consideration includes all SSA installations in the commuting area of the vacancy. At the discretion of management, the normal area of consideration for positions at this level may be expanded.

4. When a position is established at the grade of full performance level, together with one or more trainee grades, the grade of the full performance level will be used to determine the area of consideration for the trainee positions regardless of the grade at which it is being filled at any given time.

C. For positions in the Philadelphia Region, the term "region-wide" excludes SSA Headquarters in Baltimore, Maryland/Washington D.C., and OHO Headquarters in Falls Church, Virginia. At the discretion of management, the normal area of consideration for positions at this level may be expanded.

D. For positions/organizations not covered in this section, management will determine the appropriate area of consideration.

E. Reducing the Area of Consideration.

When solicitation throughout the normal area would be clearly impractical because of operational needs, management may reduce the area of consideration. The announcement package will document the reduced area of consideration. Management will identify the clear operational needs to the union upon request.

F. Employees outside the normal area of consideration may request a reassignment or change to lower grade via the general availability process.

G. If the agency posts a vacancy announcement for a bargaining unit position, the agency will decide whether to authorize relocation expenses at the time the announcement is posted.

H. When filling a higher graded position which has been created by reengineering the duties of one or more lower graded position(s), the area of consideration will be restricted to the incumbents of the lower graded positions(s).

Section 8. Information on Vacancy Announcements.

A. Vacancy announcements will include, as a minimum:
   1. Statement of nondiscrimination;
   2. Announcement number and opening and closing dates;
   3. Position number(s), title(s), series, and grade(s);
   4. Number of vacancies to be filled;
   5. Promotional test to be used, if any;
   6. Geographic and organizational location;
   7. Time in grade requirements, if any;
   8. Area of consideration;
   9. Summary of qualification requirements (including KSA's),
   10. Hours of work and/or the availability of alternative work schedule options, including telework;
   11. If appropriate, a statement that the vacant position is a trainee position leading to a noncompetitive promotion;
   12. Permanent or temporary nature, and duration, if temporary;
   13. Filing instructions.
   14. Name and telephone number of the personnel specialist or other individual to contact for specific assessment criteria and other information relating to the announcement;
   15. The Servicing Personnel Office (SPO);
   16. Closing date of the announcement;
   17. Statement as to whether the agency will pay relocation expenses for the vacancy. All relocation expenses will be in accordance with federal travel regulations and other applicable laws and government wide rules and regulations.
   18. The rating and ranking criteria.

B. Announcing Career Ladder Vacancies and Vacancies Covered by Training Agreements.

   1. Career ladder vacancies and vacancies covered by training agreements may be announced at any or all grades.

C. Posting and Distribution of Vacancy Announcements.

   1. Vacancy announcements will be posted on the SSA Intranet/Internet.

   2. Individual vacancy announcements will remain open and posted for l5 workdays.

   3. Open continuous announcements will remain posted at all times unless the Administration determines to discontinue the use of these announcements. An employee may file at any time as outlined in the vacancy announcement. The cutoff date for the applicants to be considered for a specific vacancy will be the date the request to fill the vacancy is received in the SPO. Applications received after that date will be considered for future vacancies.

D. Amending Vacancy Announcements. If a vacancy announcement has been posted and is later found to contain a substantial error, the announcement will be amended if the selecting official still intends to fill the position under the competitive process. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered.

E. If a vacancy announcement is cancelled, notice will be posted on the SSA Intranet. The reason for the cancellation will be made part of the promotion file and provided to AFGE upon request. Such cancellations will not be used to compromise merit promotion principles.

Section 9. Employee Applications

A. Who Must File: To be considered for an announced vacancy, an employee must file and sign the electronic SSA- 45, Occupational Questionnaire, and other required supporting documentation.

B. Time Limits: The time limits for filing for an announced vacancy are as follows:

1. Individual Announcements - Applicants who wish to be considered for a posted vacancy must apply by the closing date shown on the vacancy announcement. The electronic application and any other documentation will be considered received on the day of transmission.

2. Short-Term Absence - An employee on approved absence from duty for 1 to 3 weeks may file for a vacancy upon returning to duty. Employees absent throughout the entire open period of an announcement must apply within 3 workdays following their return. The application must be accompanied by supervisory certification of the dates of absence. The SPO will arrange for the employee's consideration if the BQL has not yet been furnished to the selecting official.

3. Long-Term Absence - Prior to departure, employees who are scheduled to be absent in excess of 3 weeks should provide the SPO with a written request to be considered for positions posted during their absence and a complete application. The request must cite the title, series, grade and specific organization location of each position for which they wish to be considered.

C. Multiple Applications: When an employee has applied for, or been automatically considered for, more than one announcement, he/she will be bound by the first promotion or reassignment (in the case of a career ladder) for which the employee has reported unless:

1. He/she has accepted a reassignment and another vacancy leads to a promotion to a higher grade;

2. Another vacancy is in a career ladder or a trainee position leading to a higher grade;

3. He/she has accepted a temporary promotion or reassignment and the other position is permanent or temporary, with a later expiration date; or

4. The other position is outside the commuting area.

D. Wage grade employees may compete for General Schedule positions and vice versa but must meet applicable legal requirements including minimum qualifications requirements.

E. Applications

1. Management will afford bargaining unit employees access and instructions so that they may use SSA's personal computers to complete automated applications, e.g. Internal Vacancies On-Line (IVOL). Access includes a reasonable amount of time during an employee's working hours to prepare or modify his/her application.

2. The Agency will provide appropriate training on how to file for a vacancy and how to complete a SSA-45. The Agency will continue to make instructional material on the promotional process available to bargaining unit employees.

3. Electronic vacancy announcements for bargaining unit positions will be made available to AFGE, upon request, for up to 180 days after the selection.

Section 10 Development of Promotion Criteria

The IVOL Application is used to rate and rank applicants in accordance with the Knowledge, Skills and Abilities (KSA's) for the position to be filled. The Occupational Questionnaire is a factor in determining the employee's potential to perform in the vacant position. The Occupational Questionnaire will be based on a relationship between the promotion criteria and the job duties. Questions will be in accordance with 5 CFR, Part 300, Subpart A.

The Agency is responsible for developing/updating evaluation criteria and KSA's. The Agency will ensure the establishment of a valid crediting plan for Wage Grade positions.

All information that is collected in the application process will conform to 5 CFR Part 300. In addition, the Employer will ensure that this process is consistent with and follows the guidelines outlined in Part 60-3, Uniform Guidelines on Employee Selection Procedures (1978); 43 Federal Register 38295 (August 25, 1978).

Promotion criteria used to evaluate candidates must be job related and consistently applied. Promotion criteria will be developed by identifying the major tasks/duties of the position based on information contained in the position description, career ladder plan, qualification standards and or classification standards. Any task examples will be related to the knowledge, skills and abilities required for the position.

Section 11 Rating and Ranking

A. The Agency will review the applications to ensure that applicants meet the minimum qualifications for the position.

B. Management may use automated processes, e.g. Internal Vacancies On-line (IVOL), to rate applicants against the evaluation criteria or KSAs. The rating will be applied consistently to all applicants.

C. The agency may rank applicants in descending score order, determine which applicants have a score which is at least 50% of the total maximum score for the entire rating schedule and develop a tentative BQL.

D. Only applicants who earned at least 50% of the total maximum points may be considered for the BQL and referred to the selecting official.

E. The number of candidates to be included on the BQL is determined by the number of vacancies to be filled. For one vacancy, the BQL would consist of the 15 highest ranked applicants plus ties for the last place. For each additional vacancy, the BQL would include the next 5 highest ranking applicants plus ties for last place.

F. If additional vacancies arise prior to the approval of the BQL, the selecting official may request that the number of candidates referred for initial selection be based on the larger number of vacancies. Such requests will be documented in the announcement package.

G. Separate BQ lists will be established for positions posted at more than one grade level or for more than one geographic location. The number of names referred on each list will be determined by the number of vacancies to be filled at each grade level or geographic location. If the number of vacancies to be filled at each grade level or geographic location is not specified, the number of names referred will be based on the total number of vacancies to be filled.

H. An abbreviated rating procedure may be used when the number of candidates to be rated is no greater than the number of names that would be included on the BQL for the number of vacancies to be filled. Applicants may be rated against the entire rating schedule or may be rated only up to the point where it is apparent that the applicant would or would not receive at least 50% of the total maximum score possible under the entire rating schedule.

I. The Human Resources Specialist will certify the BQL.

J. The approved BQL and the applications submitted by the best qualified candidates will be given to the selecting official.

K. Previously approved BQ lists may be amended to add the names of applicants who were erroneously excluded, provided that initial selection(s) have not been made.

Section 12 Best-Qualified List (BQL) Determinations

A. Qualified applicants will be rated and ranked on the BQL based on their responses to the IVOL occupational questionnaire.

B. All scoring to determine placement on the BQL will be done by technology.

Section 13. Selection

A. The selecting official may use all available information, including honorary/monetary awards and performance appraisals, to determine the candidate(s) to determine the candidate(s) who merit promotion. If the selecting official obtains written information on an applicant from any source, it must be placed in the promotion package.

B. Employees will not be adversely affected in any selection decision solely because of their leave balances.

C. The approved BQL shall be referred to the selecting official in rank order.

D. Selection interviews may be conducted with one or more of the candidates; not all candidates must be interviewed.

E. The selecting official will normally make selections within 90 calendar days of receipt of the BQL.

F. The issue of competitive selections to address any under-representational issues is an appropriate topic for discussion at the annual meeting referenced in Article 18 of the National Agreement.

G. In the event that an unanticipated vacancy(s) in the same position and location as the posted vacancy occurs within six months of the selection, the selecting officer may make additional selections from the best-qualified candidates on that list.

H. When a selection has been made, the Administration will arrange a release date, notify the employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the employee is scheduled to report. However, if the employee is within one pay period of the end of a waiting period increase, consideration should be given to promoting the employee at the beginning of a pay period on or after the effective date of the within-grade increase. If due to administrative error, the personnel action was not processed in a timely manner, the promotion effective date will be made retroactive to the beginning of the pay period in which the employee actually reported.

I. Competitive selections will be posted on the SSA Intranet. Normally, the postings will be made within 10 workdays after the close of the pay period during which the selection(s) was/were made effective.

J. Employees selected for career ladder positions will be promoted to the next higher-grade level at the beginning of the first pay period after selection, provided time-in-grade and any other legal promotion requirements are met.

Section 14. Employee Information

A. A copy of the promotion plan will be posted on SSA's Intranet site.

B. Employees are entitled to the following information upon request about vacancies filled under the competitive provisions of this article and for which they are/were under consideration.

1. Whether the employee was eligible and qualified for the position;

2. How his/her points were derived;

3. The cut off score for the BQL and whether the employee was included on the BQL; and,

4. The name(s) of the employee(s) who was selected for the vacancy.

Section 15. Union Review of Competitive Actions

A. The Union will be permitted to audit competitive selection actions taken under this Article when it has reason to believe a discrepancy exists or when requested to do so by an employee.

B. The Union will provide the designated agency official with the names of the Union representatives who are responsible for conducting audits. Any changes to the list of designated representatives will be sent to the Agency in writing. The representative designated to conduct the audit will not have been an applicant for the promotion package audited.

C. Employees who believe they were improperly excluded from the best qualified list may request a review of the promotion package through the Union process described below.

D. If the employee chooses to use the Union procedure, he/she must make a written or oral request to the Union within 15 working days after the selection is posted to the SSA intranet. A Union request under Subsection (A.) above may be made within 60 days following the date the selection is posted to the SSA intranet.

E. The designated official responsible for the package will make all pertinent records from that package available either electronically or via hard copy to the Union auditor within 20 working days of receipt of the written request. The Union will treat the information confidentially. The aforementioned pertinent records shall include the vacancy announcement, training and awards (if provided as part of the employee's application), applications, occupational questionnaire, employee answers to the occupational questionnaire, the total overall score for the questions, name of the selecting official, selection certificates, declinations and information in the promotion package in accordance with Section 13.A.

   While the parties agree that there is no need to meet the statutory standards of 5 USC 7114 (b)(4) to obtain the information, e.g., particularized need, the Agency nonetheless is legally entitled to protect the privacy of the applicants involved in the action, which may include sanitizing the documents provided. Sanitized documents may include identifiers.

F. If an error is discovered which resulted in an employee's exclusion from a well-qualified group, the provision of Section 16 of this article will apply.

G. Employees who elect to use the grievance procedure rather than the Union audit procedure must initiate action in accordance with Article 24, Grievance Procedure.

Section 16. Priority Consideration

A. Definition - For the purpose of this Article, a priority consideration is the bona fide consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory or program violation. A priority consideration does not give the employee a guarantee to be selected for any vacancy.

B. Processing
   1. Employees will be notified in writing by the authorized Management official of entitlement to each priority consideration. Such notice will advise employees that if a vacancy is announced and posted and the employee wishes to exercise his/her priority consideration, he/she should submit the necessary application to the designated Agency human resources official with a written request that he/she wishes priority consideration for the vacancy.

   2. Priority consideration is to be exercised by the selecting official at the option of the employee for an appropriate vacancy. An appropriate vacancy is one for which the employee is interested, is eligible, and that leads to the same grade level as the vacancy for which proper consideration was not given.

   3. Prior to the evaluation of other applicants, the name(s) of the employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting official will make a determination on the request prior to evaluating other applicants.

4. The fact that the employee chooses to exercise a priority consideration does not preclude that employee from also filing an application through the regular posting process.

C. Union Notification
In order to assure compliance with this section, the Union will be furnished statistics on priority considerations granted and exercised and the results. Statistics will be kept and supplied to the Union on a semi-annual basis. The Union will also be notified in writing of each individual priority consideration completed.

Section 17. Temporary Promotions

When employees are temporarily assigned to a position of a higher grade for a period in excess of 30 days, the assignment must be made via temporary promotion effective the first day of the assignment. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed thirty (30) calendar days. The thirty (30) calendar day provision will not be circumvented by rotating employees into a higher graded position for less than thirty (30) calendar days in order to avoid the higher rate of pay.

Section 18. Miscellaneous

In January of each year, the Agency agrees to provide to the AFGE General Committee Spokesperson, information on the number of bargaining unit vacancies by grade, series, component, location, and job title filled with an Agency employee for the prior fiscal year. Information will also be included on bargaining unit external hires for the prior year.

Article 27

Details

Section 1. Definitions

A detail is the temporary assignment of an employee to a different position or function, or to perform the duties of the same position at or for a different duty station for a specific period, with the employee returning to his/her/their regular duties or duty station at the end of the detail.

Section 2. Documentation

A detail to a different position in excess of 30 calendar days will be reported on Standard Form 50 (SF-50) and maintained as a permanent record. A detail to a position that is identical to an employee's current position for 120 days or more will be reported on the SF-50 and maintained as a permanent record.

Section 3. Duration

The Agency is responsible for keeping details within the shortest practicable time limits and assuring that details do not compromise the open competitive principle of the merit system.

Section 4. Higher Graded Duties

Those details to higher graded positions or to positions with known promotional potential which require competition will be handled in accordance with Article 26.

Section 5. Lower Graded Duties

Should the requirements of the Employer necessitate an employee being detailed to a lower-graded position, it will not adversely affect the employee's ability to bid for any job for which the employee would have been eligible had the employee not been detailed to the lower graded position.

Section 6. Union Officials

Management will make a reasonable effort to avoid placing Union officials on details that would prevent Union officials from performing their representational functions. The Employer agrees to notify the union prior to placing Union Officials on details away from their official duty stations.

Section 7. Reassignments

When an employee is non-competitively reassigned to a different position, the employee will be given a reasonable period, as determined by management, in which to become proficient. Reassigned employees will be provided appropriate training, where needed, in accordance with

Article 16. If the employee cannot attain satisfactory performance, management will consider reassigning the employee back to the previous position or a new position at the same grade level.

Section 8. Temporary Assignment of Duties for Medical Reasons

Upon request, the Agency will make a reasonable effort to assign limited duties to an employee who is temporarily unable to perform the full range of his/her/their assigned duties because of medical reasons. The Agency may require sufficient medical documentation in support of the request.

Section 9. Procedures for Filling Non-Competitive Details in Excess of 120 Calendar Days

The following will apply when filling non-competitive details in excess of 120 calendar days to both classified and unclassified positions:

A. The Agency will determine the qualifications necessary to perform the details. They will be objective and job related.

B. The Agency will determine the area of solicitation in which to post the detail. Postings will be completed electronically. In the event the Agency releases an email broadcasting the posted detail opportunity, the Agency will forward a courtesy copy to the appropriate union official.

C. The employer will not set artificial qualifications or artificial areas of solicitation to avoid the provisions of F below.

D. Postings will be for a reasonable period of time to allow all eligible employees the opportunity to become aware of and apply for details.

E. After the posting period, the Agency will list the qualified candidates in seniority order. Seniority will be determined by SCD.

F. The Agency will give serious consideration to selecting the most qualified senior employee(s) who volunteered for the detail.

G. If an insufficient number of candidates apply for the detail, the agency will use inverse seniority (by Service Computation Date (SCD)) to select equally qualified employee(s) from within the area of solicitation.

H. An employee will normally be detailed only once during any 12-month period under this provision. Such employee will be eligible for additional details in excess of 120 calendar days (based on the provisions of E and F above) or more in situations of insufficient volunteers; and the employee volunteers for the assignment.

Section 10. Temporary Compassionate Assignments

Employees may request an assignment to another SSA facility in a different geographic location, a temporary residence other than the employee's Article 41 approved Alternative Duty Station (ADS) in a different geographic location, or, their current Article 41 ADS, for up to 60 days based on a temporary personal situation (e.g., illness of parent, etc.) outside of the employee's control. "Different geographic location" is defined as being outside the two-hour commuting area. The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s), the ADS, or temporary residence, for the assignment, and the anticipated length of the assignment. Management may require additional documentation regarding the nature of the temporary personal situation. Assignment approval is at the discretion of Management. The Agency will incur no costs from temporary compassionate assignments. An employee may request additional time under these same conditions.

Section 11. Virtual Details

Virtual details will be addressed in accordance with this section, except virtual details in the Office of Hearings Operations (OHO) which are handled in accordance with the Virtual Assignment MOU between AFGE Council 215 and OHO dated August 22, 2022.

A virtual detail is a temporary assignment of an employee to perform the duties of a different position or function without physically reporting to the duty station of the detail. During a virtual detail, the employee remains stationed at their permanent duty station and, if applicable, their alternate duty station, while performing the work of the component/installation/work unit to which they are detailed. An employee on a virtual detail is expected to return to their permanent position at the end of the detail.

When Management determines a detail can be performed virtually, management will state the option of a virtual detail in the posting. Virtual details under this section will be handled in accordance with Articles 26 and 27, as applicable.

In the event the Agency makes changes to conditions of employment regarding expansion of non-OHO virtual details, the Agency will provide notice and bargain to the extent required by 5 U.S.C. 71.

The Agency agrees to incorporate the Hardship Reassignment Process MOU dated May 21, 2015 and the General Availability MOU dated May 21, 2015 into the National Agreement.

Article 28

Classification

Section 1. General

A. The parties agree that position descriptions shall accurately state the principal duties and responsibilities of the position.

B. The Agency will apply newly issued OPM classification and job grading standards within the timeframes established by OPM. Standards are available to the Union through the OPM website.

C. The Union may submit its views concerning occupational classification standards to the Office of Personnel Management.

Section 2. Position Description

A. The Agency will maintain a complete and up-to-date file of position descriptions of all classified positions in the bargaining unit and will provide each employee with a copy of his/her position descriptions.

B. When an employee has a question concerning the proper classification of his/her position, the employee will discuss the situation with his/her immediate supervisor. If the immediate supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for a Classification Specialist to provide further information to the employee.

C. If a classification inquiry results in an audit, the employee will be afforded an opportunity to discuss the results and analysis of the classification audit with his/her immediate supervisor. If the immediate supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for a Classification Specialist to provide further information to the employee. The request will normally be honored.

D. If a classification audit is determined to be appropriate, the Union will be notified as to the anticipated starting date of the audit. The initiating employee will be provided the results of the classification audit upon completion thereof.

E. Upon request, the Union will be provided a copy of all official information relating to the classification of a position, including but not limited to the position description, analysis/evaluation reports (if available), and organizational and functional information.

F. Where there is a statutory duty to bargain the impact of classification activity on employee(s), SSA will provide notice and an opportunity to bargain consistent with the procedures in Article 4.

G. If a classification audit is adverse (i.e., a position is reclassified at a lower grade) affected employees will be given three pay periods advance notice.

Section 3. Classification Appeals

A. Upon request, the Agency will provide any employee information on the procedures for filing classification appeals to SSA or OPM.

B. An employee who files a classification appeal to SSA or OPM is entitled to a copy of the position description, analysis/evaluation reports (if available), organizational and functional information and other official information related to classification of the position.

C. General Schedule and Federal Wage System employees who file classification appeals to SSA will have their appeals decided within a reasonable period of time. Upon request, the initiating employee and/or his/her union representative will be provided a copy of the classification appeals file.

Section 4. Effective date

Changes in grade level based on reclassification resulting from action other than OPM appeals will be effective on the first pay period following final approval of the action.

Article 29

Union-Management Cooperation Councils

In the spirit of Executive Orders 14003 and 14025 and related guidance and recommendations, as well as the President's Management Agenda, which promote greater cooperation between labor and management, SSA and AFGE agree to establish the following Agency-level Union-Management Cooperation Councils (UMCCs) between AFGE and SSA. Should Executive Orders 14003 or 14025 be rescinded, this Article will immediately revert to the previous 2019 version.

Section 1. PURPOSE

The UMCCs are intended to design, implement, and maintain within SSA a cooperative constructive working relationship between labor and management at the agency to improve the productivity and effectiveness of the Federal Government.

Pre-decisional involvement (PDI) at the UMCCs occur at the level of recognition (i.e. the six (6) National Level UMCCs). PDI does not waive management's statutory right to make decisions under 5 USC 71, nor does it waive AFGE's right to engage in bargaining prior to implementation to the extent required by 5 USC 71 and if applicable, Article 4 of the SSA-AFGE National Agreement.

Section 2. OBJECTIVES

Normally, discussions within the UMCCs will be guided by the following principles:

A. Cooperation

B. Mutual respect

C. Trust

D. Transparency and open communication

E. Efficiency

F. Consideration of each other's views and interests, and

G. Good faith commitment to incorporating input on issues where accepted by Management

Section 3. DEFINITION

The basic principles of PDI are as follows:

A. The pre-decisional process begins early enough to incorporate meaningful involvement.

B. Discussion and consideration of each party's needs and interests

C. Where not prohibited by law, Management will provide adequate information to the union regarding mutually acceptable PDI subjects.

D. Some subjects may not be appropriate for PDI, due to their confidential or sensitive nature.

Section 4. STRUCTURE

A. UMCCs will normally be comprised of the Deputy Commissioners, or designees for, Human Resources, Operations, Hearings Operations, Analytics, Review, and Oversight (or any appropriate combination thereof depending upon agenda subjects), and appropriate necessary staff members, and shall collectively meet with twelve (12) representatives of the American Federation of Government Employees six (6) times a year. Each meeting may also be attended by a rotating Deputy Commissioner or designee from the remaining headquarters components as appropriate based on the agenda. Four (4) of the meetings will be held via MS Teams or similar meeting technology. Two (2) of the National UMCCs will be held in-person at SSA Headquarters in Woodlawn. Consistent with the Federal Travel Regulation (FTR), the Agency will pay for travel and per diem for up to six (6) union participants to attend the in-person meetings. For any in-person meeting, participants may opt to attend virtually through the use of MS Teams or similar meeting technology.

B. One member from each side shall serve as co-chairs.

C. The Parties will appoint note-takers for each meeting and notes from prior meetings will be shared prior to subsequent meetings.

D. These meetings will be held on the first Tuesday of the month from 10 AM Eastern Time to 4 PM Eastern Time. Dates/times may be changed by mutual agreement.

E. All participating Union representatives, up to twelve, who would otherwise be in duty status, will be granted official time in accordance with the provisions in Article 30.

F. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.

G. During the initial UMCC sessions, the Parties will develop metrics for evaluating the extent to which the UMCC's activities improve delivery of services and products to the public, cut costs, and advance employee interests. The Parties will also measure the outcome of any accepted PDI input based upon these same criteria. Development of the metrics for prospective PDI subjects will not impede PDI on the subjects previously agreed to in the Sidebar to this Article.

Section 5. PDI Procedures

PDI at UMCCs will operate as follows:

A. PDI subjects may be proposed by either Party for consideration. The Parties must jointly agree on PDI subjects. The co-chairs will agree on which available PDI subject will be addressed 60 days in advance of the first scheduled UMCC. Subsequent UMCCs will conclude with mutual agreement of what PDI subject will be addressed at the next scheduled meeting. In the event the Parties do not jointly agree on PDI subjects, the meeting may be deferred by mutual agreement or may be limited to discussion topics in accordance with Section 4F.

B. As part of the Parties' consideration of a proposed PDI subject, the Parties will identify appropriate metrics for the proposed subject, in accordance with Section 4G, above.

C. Once the PDI topic is mutually agreed upon, the Agency will provide the union information and/or a briefing on the PDI subject to the extent needed for the union to provide meaningful input. Briefings will be provided within the confines of the scheduled UMCCs.

D. PDI will occur within the scheduled UMCCs. The Union will provide pre-decisional input on the approved subject at the scheduled UMCC. Union input that is adopted by management, will be reduced to writing. Such PDI documentation of management's intent will not constitute collective bargaining agreements under 5 U.S.C. 71 due to their pre-decisional nature. During the given UMCC where PDI occurs in accordance with 5A, above, to the extent possible, Management will explain why they are unable to adopt certain items of union input.

E. After Management has made a final decision on the subject, incorporating mutually agreeable input from the Union, if appropriate, the Agency will provide formal notice to the Union and bargain to the extent required by 5 USC 71.

F. The decision is implemented.

G. Pre-decisional involvement does not mean co-management.

H. Subjects covered by the Parties CBA, as defined by Federal Labor Relations (FLRA) case law, are not appropriate subjects for PDI, with the exception of subjects noted in this Agreement as appropriate for PDI under this Article.

I. The Parties will not discuss active grievances, unfair labor practices, litigation, local concerns, or ongoing negotiations (term or mid-term), but rather systemic subjects.

Section 6. Component Level Meetings

A. In addition to the National Level UMCCs, the Parties will hold component level UMCC meetings as follows:

1. DCO and AFGE Council 220

2. DCO and AFGE Council 109

3. DCHO and OAO and AFGE Council 215

4. DCARO and AFGE Council 224

5. DCO and AFGE Local 2809

6. HQ components and AFGE Local 1923

Each component UMCC shall meet four (4) times per year, but not during weeks in which the National UMCC is meeting. Each meeting will be attended by the component Deputy Commissioner or designee, and appropriate necessary staff members. The Union will be represented by up to six (6) union officials. These meetings will be conducted via technology. These meetings will be scheduled by mutual agreement and will typically be conducted from 1 PM Eastern Time to 4 PM Eastern Time. PDI is limited to National Level UMCCs. Component level meetings may be deferred by mutual agreement.

B. These component meetings shall be to exchange information and discuss issues dealing with personnel practices and procedures, matters affecting working conditions and other appropriate subjects. Individual grievances, complaints or any other issue in a formal appellate procedure will not be a subject of discussion at these meetings.

C. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.

Section 7. Training

The Parties agree to jointly reach out to the Federal Mediation and Conciliation Service (FMCS) and schedule relationship training between the UMCC parties. As the Agenda item for a one-time additional scheduled National UMCC under this article, the Parties will participate in a virtual relationship-building training, with curriculum and instruction provided by FMCS.

Sidebar – Article 29

The parties agree that the following topics will be scheduled agenda subjects for PDI under Article 29:

- Expanded use of video (on camera in trainings and meetings) and recordings of trainings and meetings held through MS Teams or subsequent technology
- The future of interactive programmatic training
- Potential anti-bullying training
- Potential mentor training program
- Potential child care subside program

Additionally, the Parties agree that the use of SSA artificial intelligence (AI) based initiatives impacting bargaining unit employees is an appropriate subject for discussion at UMCCs. Upon request, the Agency will provide an initial overview briefing on the current status of AI based initiatives from both the Systems and Operational Component perspectives. Thereafter, either party may request or provide an update on such initiatives during an UMCC.

Additionally, the Parties agree that SSA Career Development Programs are an appropriate topic of discussion at both the National and Component UMCCs. Upon request, the Agency will provide an initial overview briefing on the current status of SSA Career Development Programs. Thereafter, either party may request or provide an update on such initiatives during any UMCC.

Article 30

Official Time*

Section 1. Policy Statement

Designated official time users are expected to accomplish the duties of the Agency position to which they have been assigned. The Administration recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.

*Effective September 23, 2022, references to "union time" in this article are changed to "official time."

Section 2. Designation

A. The Union will provide the Office of Labor Management and Employee Relations (OLMER) with electronic lists of all designated union representatives within 30 days of the effective date of this Agreement. The Union will continue to provide OLMER with updated summary lists as necessary. Each list will include the name, union position, designated official time hours available to the representative, component, council, local, duty location and telephone number of each designated union representative.

B. Only those employees identified on the list provided by the Union will be authorized official time for union representational activities and labor-management relations functions.

Section 3. Union Sponsored Training

A. The Administration recognizes that union sponsored training is an appropriate representational activity for which official time may be used. When requesting official time for union sponsored training or conferences, the Union will provide the appropriate management official with documentation, at the time of the request, denoting the date, location, subject matter and provider or sponsor of the training or conference. The request will also include a statement detailing how the course content is appropriate for official time in accordance with 5 USC 71 and the provisions of this article. Management will timely respond to the request after receiving the information from the Union.

B. The Administration's sole expense for all union sponsored training will be official time.

Section 4. Exclusions

A. Effective September 23, 2022: Official time may be appropriate for use by a union representative for representational work performed at home. Official time is not appropriate for use by a union representative outside the time the union representative would otherwise be in duty status. This section is not intended to preclude a remedy of straight time in accordance with case law.

B. In accordance with 5 USC 7131 (b), the use of official time is prohibited for internal union business.

C. Official time is not permissible for Worker's Compensation Cases.

D. Designated official time users on an Opportunity to Perform Successfully plan will not be authorized official time during the period of the plan.

E. Unless specifically authorized by management, approved official time can only be used in an SSA controlled facility.

Section 5. Provisions for Official Time

A. Consistent with 5 U.S.C. 71 and this Agreement, union representatives will be granted official time, subject to availability as described below, for the following representational activities:

1. Term Negotiations—to prepare for and negotiate a collective bargaining agreement.

2. Mid-Term Negotiations—to prepare for and bargain over issues raised during the life of a term agreement.

3. Dispute Resolution—to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the MSPB, FLRA and, as necessary, to the courts.

4. General Labor-Management Relations—meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, union participation in formal meetings and investigative interviews, and all other general labor relations activities consistent with 5 USC 71.

B. Beginning October 1, 2022, official time is limited to 250,000 hours. Unused official time hours do not carry over into the next fiscal year.

C. Beginning October 1, 2022, Union representatives may be allowed to use official time hours described in Section 5.B in the performance of union representational activities as described in Section 5.A as follows:

1. Twelve (12) union representatives will be authorized to use up to 2080 hours in a fiscal year and,

2. Fifteen (15) union representatives will be authorized to use up to 1440 hours in a fiscal year and,

3. One hundred and thirty-five (135) union representatives will be authorized to use up to 1040 hours in a fiscal year and,

4. All other union representatives will be authorized to use up to 520 hours in a fiscal year.

5. All official time use is subject to the availability of bank hours as described in Section 5.B.

Union reps who have reached their individual cap will be authorized official time in accordance with sections 7131(a) or 7131(c) of title 5, United States Code. Time for these activities will be charged to the union bank for that fiscal year. However, if the bank has been exhausted, time will be charged to the bank for the following fiscal year.

D. Union representatives are required to stagger their use of authorized official time hours over the course of the fiscal year. Union representatives will work out official time usage with their supervisors to accommodate both union representational activities and Agency assigned duties. The parties recognize that a mutually agreed upon schedule is required for scheduling official time.

E. Time spent by union officials, representing employees in the informal and formal stages of the EEO complaints process, up to and including appeals, is official time under this Article is charged toward the individual caps and bank.

Section 6. General Accountability Provisions for Official Time Users

Union representatives will use WebTA or equivalent on a daily basis. If a union representative is unable to use WebTA because he/she is off site on labor-management business, the union representative will notify the supervisor in advance and make arrangements with his/her supervisor to complete the required WebTA entries in advance. The union representatives will revise entries as necessary upon return to the official duty station to properly account for his/her time and attendance.

Section 7. Official Time Requests and Reporting Procedures

A. All requests for official time will be submitted via OUTTS or equivalent electronic reporting system. Sufficient information (time, date, representational category, contact telephone number, and specific location if other than normal duty station) must be included with the request to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article. Approval from an authorizing

official must be obtained prior to engaging in official time. Any employee who uses official time without advance management approval will be considered absent without leave and subject to appropriate disciplinary action. The representative will inform the supervisor when he/she returns to work after completion of the representational activity.

B. If management is unable to approve a request for official time, the reason for denial will be provided. If an operational need does not permit the union representative to use the official time when requested, management will make a reasonable effort to allow the representative to use the official time within two workdays after the request was made keeping in mind the interests of the union and employees as well as the needs of the employer.

C. Accounting of Official Time will be submitted via OUTTS or equivalent electronic reporting system.

D. OUTTS may be modified as necessary to accommodate the provisions of this Article.

Section 8. Representational Activities at the Local Level

The Agency will not pay travel and per diem for local representational activities.

Section 9. Allegations of Abuse

Alleged abuses of official time shall normally be brought to the attention of an appropriate union official on a timely basis by an appropriate management official. Management may also initiate appropriate action to address the issue. Repeated or serious abuse of official time may result in disciplinary action as well as suspending use of official time for the duration of this Agreement.

Section 10. Leave Without Pay

A union representative may request leave without pay to engage in Union activities on the national, district or local level, for up to one year. All requests must be sent to the appropriate management official by the AFGE General Committee Spokesperson. Management will consider the request and determine whether or not to grant the leave without pay.

Article 31

Time and Leave

Section 1. Leave Increments

All absences will be charged in increments of one-quarter (1/4) hour.

Section 2. Annual Leave

A. Employees shall accrue leave in accordance with statute and regulations of the Office of Personnel Management.

Annual leave is provided and used to allow employees an annual vacation period of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. The use of accrued annual leave is the right of the employee, subject to the right of the Employer to approve the time at which leave may be taken. Employees should apply in advance for approval of all anticipated leave to permit the orderly scheduling of leave and to avoid leave forfeitures which might otherwise result.

When "use or lose" leave is requested in writing before November 15th of each year and cannot be approved or used prior to the end of the leave year the excess annual leave will be restored in accordance with applicable rules and regulations and must be used within the next two leave years. Additionally, employees with excess annual leave may elect to donate such leave pursuant to agency policy on the Voluntary Leave Transfer Program. If the agency changes its policy, it will provide appropriate notice to the union and the opportunity to bargain to the extent required by 5 USC 71.

In addition, if OPM establishes an emergency leave transfer program to assist employees affected by an emergency or major disaster, SSA will consider participating and establishing such a program to assist SSA employees.

B. Normally, leave requested in advance will be granted except when conflicts of scheduling or undue interference with the work of the Administration would preclude it. Leave may also be granted when it is not scheduled in advance and workload considerations permit. Leave for personal emergencies, ordinarily infrequent in number, will normally be granted. Requests for leave based on the death of a family member or any individual related by affinity will be considered a personal emergency for leave approval. Once operational needs and the appropriate level of service have been determined by management, the Employer will make every reasonable effort to allow the maximum number of employees to use leave, while meeting those needs.

C.

1. Advanced annual leave is leave time requested by the employee, approved by the delegated authority**,** and taken but not yet earned by the employee.

2. An employee may be advanced the lesser of 80 hours or the amount of annual leave an employee would accrue during the remainder of the leave year (i.e., maximum of 80 hours in the leave year). This provision does not apply to employees who are currently on a leave restriction or who have been disciplined for leave related offenses in the past two years.

D. During the months of February and August of each year, employees will be notified to submit requests for extended annual leave of one calendar week or more and/or requests for days immediately preceding and following federal holidays for the six (6) month periods April through September and October through March, respectively. Such written requests should be submitted to the appropriate leave approving official by the last day of February and August, respectively.

Leave approvals/denials requested pursuant to this section will be provided within fifteen (15) working days after the close of the request period.

When conflicts arise in scheduling annual leave (A/L) requests received during the six (6) month leave request periods above, they will be resolved using a continuously rotating procedure to address employee's leave preferences. The procedure will operate as follows:

- Each leave approving official will initially establish an Employee A/L Roster in service computation date (SCD) order (from earliest to most recent SCD).

- This roster will be used to resolve individual conflicts in favor of and at the option of, the employees highest on the roster.

- Once the roster process is invoked, management will confirm with each employee involved in the conflict whether or not he/she wishes to exercise his/her option. Employees granted leave, as a result of the roster process, will have his/her name placed at the bottom of the list whether or not the leave is taken.

- Once established, the list will rotate continuously and will be used to resolve all conflicts for all subsequent leave scheduling periods.

- The Union will be provided employee SCD dates when rosters are initially established and employees will have access to the rosters (paper or electronic).

When leave slots remain after management has invoked the leave roster and made the final decision on extended annual/holiday leave requests, employees will have the opportunity to submit/resubmit leave slips for that same period. Once management notifies employees that extended annual/holiday leave decisions have been made and additional slots are available, employees will be notified that they have five (5) workdays to submit leave requests for any remaining slots for days before or after holidays or for a full week during the six month leave request period. Any conflicts for leave submitted during that five (5) day period will be approved based upon the employee with the oldest SCD having first choice. Management will resolve any further conflicts in SCD by a random draw with one local participant designated by the union.

When extended annual/holiday leave requests are submitted after the February or August leave-scheduling periods, the leave requests will be considered on a first-come, first-served basis. Conflicts arising from leave requests received by management on the same day will be resolved using SCD. Management will resolve further conflicts in SCD by a random draw.

Section 3. Excused Absences

A. Management may excuse rare occurrences of tardiness of less than one hour.

B. When management determines that exposure to unsafe or unhealthy working conditions, may result in the likelihood of illness or injury, employees will be directed to a safe and healthy area in the same office, or deployed to another installation, or deployed to an Alternate Duty Station (ADS) for those employees with a signed telework agreement, or granted an excused absence.

C Consistent with operational needs, management may excuse an employee who is donating blood without compensation for a reasonable amount of time; normally up to 3 hours, for the purposes of donation and recovery. Employees who donate blood platelets without compensation through a Hemapheresis Program will normally be authorized up to four (4) hours of excused absence. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood/blood platelets is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. Absence for blood/platelet donations must be approved in advance.

D. The Employer will excuse employees for a reasonable time, when practicable to do so without seriously interfering with operations, to vote in any election or referendum on a civic matter in his/her community. An employee will be excused from duty on Election Day so as to permit him/her to report for work up to 3 hours after the polls open or to leave work up to 3 hours before the polls close, whichever results in the lesser amount of time off.

The Employer will notify employees of this right at the beginning of each fiscal year and shall encourage employees to avail themselves of the right to register and vote and utilize voting options such as early voting, mail-in ballots, etc.

E. The Agency will follow 5 USC 6329c (Weather and Safety Leave), applicable regulations (e.g. 5 CFR Part 630 Subpart P), and Agency policy in the event of a full day closure, delayed opening, or early dismissal. If the agency changes its policy, it will provide appropriate notice to the union and the opportunity to bargain to the extent required by 5 USC 71.

1. All SSA employees are to presume that the office is open each regular workday unless specifically announced otherwise. Although employees are expected to be prepared to deal with most emergencies, conditions might occur which will make the closing of all or some SSA offices necessary. The decision to close the office or open it late will be based on the Agency's concern for the health and safety of its employees including the hazardous conditions that the majority of employees might face reporting to their

workplace or returning home, weighed against the mission of the Agency, including due consideration to the needs of the public. The Agency will announce a full day closing or delay in opening through a method determined by the Agency (e.g., MENS, call tree, news media, etc.). Depending on the circumstances of the particular situation, attempts will be made to make a closing decision and announcement as early as possible. Employees should be advised that, when emergency conditions develop during non-working hours, they should follow the Agency's specific instructions.

As an additional method of communicating closings and delayed openings, the Agency may provide a telephone number for employees to call to receive a recorded message giving instructions about office hours.

2. When employees request leave/LWOP/credit hours because of conditions discussed above when early dismissals or non-workdays have not been authorized, leave approving officials shall be as liberal as possible in approving such leave, consistent with operational needs and the Agency's obligation to serve the American public. They will give special consideration to physical or other conditions which subject employees to special hazards in such circumstances.

3. If the Agency proposes to change any fixed shift, the Union will be given appropriate notice and the opportunity to bargain to the extent required by 5 USC Chapter 71.

4. When an announcement is made that an office will open late, employees on flextime and affected by the announcement will revert to a prescribed fixed shift for that day. Flextime will be canceled. If the announcement is made too late to effectively cancel flextime for all employees, employees who report and begin to work will be permitted to leave when they have completed the number of hours in their scheduled workday, provided they continue to work, or the end of their established fixed shift, whichever comes first. Those employees eligible to request to work credit hours may be able to do so.

5. Contingent upon law and regulation, if emergency conditions exist and the post of duty is not closed managers may grant up to two (2) hours of administrative leave to those employees arriving after the beginning of core hours or scheduled start time. The granting of such leave is contingent upon the manager determining that the employee made reasonable efforts to arrive timely and was delayed by the conditions.

F. Employees with Disabilities or Employees with Mobility Impairments

During emergency conditions, qualified employees with disabilities or employees with mobility impairments, may be unable to report to work even though the office is open. In this situation, management may grant excused absences to these employees without an approved telework agreement. These employees with an approved telework agreement will be expected to work at their ADS or request leave in accordance with Article 41.

G. When a decision is made by Management to grant excused absences agency-wide before Federal holidays, especially at Christmas and New Years the Union at the appropriate level and employees will be informed as soon as possible.

H. The employer may grant excused absence to permit employees to participate in judicial proceedings arising out of work place incidents of violence by members of the public against employees.

I. Upon request, subject to certification by a physician, leave approving officials will approve excused absence for employees who serve as living donors for bone marrow, organ and tissue donation and transplantation are entitled to leave in accordance with law (5 USC 6327) and/or government-wide regulations.

The length of absence from work can vary depending on the medical procedure involved in the donation.

Section 4. Sick Leave

A. Employees may use sick leave accrued in accordance with the statute and regulations of the Office of Personnel Management in the following situations:

- Incapacity due to illness or injury.
- Medical, dental, optical or surgical examination or treatment.
- Incapacity due to pregnancy or confinement.
- Required to give care and attendance to an immediate family member or any individual related by affinity who is afflicted with a contagious disease. Contagious disease means a disease which is ruled as subject to quarantine, isolation or restricted movement as prescribed by the health authorities having jurisdiction.
- Presence at the post of duty would jeopardize the health of others because of exposure to a contagious disease as described above.

B.

1. Employees normally shall not be required to furnish a medical certificate from a health care practitioner to substantiate a request for approval of sick leave unless sick leave exceeds three (3) consecutive workdays. Normally, unless an employee is on sick leave restriction in accordance with this article, he/she will not be required to obtain medical certification for sick leave of 3 consecutive work days or less. When an employee's absence indicates a possible abuse of sick leave, the submission of a medical certificate or appropriate documentation, as determined by management, may be required to support any sick leave absence regardless of its duration. Such request will be made at the time the sick leave request is received by the appropriate management official and the management official will explain why he/she suspects sick leave abuse.
2. In cases where the nature of the illness is such that an employee did not need to see a medical practitioner, a medical certificate normally will not be required if the employee provides an acceptable explanation.

3. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work for three (3) consecutive days or more will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, if requested, an updated valid medical certificate every six months which clearly states the continuing need for periodic absences.

4. In the event a medical certificate is necessary, a document provided by a physician or practitioner or equivalent, stating the dates under care and dates of incapacitation, shall normally be considered sufficient.

5. Employees who are incapacitated for duty due to illness/disability will provide initial notice for sick leave and the anticipated return to duty date. Employees will not be unreasonably requested to provide continual notices regarding sick leave requirements unless their situation changes or abuse is suspected. The procedures for requesting unanticipated sick leave will be in accordance with Section 5 of this article.

6. Employees will not normally be required to reveal the nature of the illness as a condition for the approval of the requested sick leave.

7. The Employer will treat as confidential any medical information given by an employee in support of a request for sick leave. Medical documentation may only be maintained, disclosed, or retained in accordance with law, government-wide regulations, and agency policy.

C. Where the Agency has reason to believe that an employee is abusing the use of sick leave, the Agency may inquire further into the matter. If there is evidence that an employee's leave pattern may indicate that an abuse of sick leave exists, the employee shall first be advised by an interview, which shall be recorded in the SSA-7B file or electronic equivalent, of the reasons a medical certificate may be required for each subsequent absence or sick leave. The use of sick leave for scheduled medical appointments caused by recurring and previously documented medical conditions will not be considered a leave pattern that indicates an abuse of sick leave.

   If the employee's leave pattern continues, the employee will be advised in writing as to whether an acceptable medical certificate may be required for each subsequent absence for which sick leave is requested.

   The sick leave usage of all employees under sick leave restriction will be reviewed at least every six (6) months and a written decision to continue or lift the restrictions made. If the review shows significant improvement, the supervisor will lift the restriction. If sick leave abuse recurs within 6 months of terminating the original restriction, the employee may be placed back on sick leave restriction with appropriate written notice to the employee.

D. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to 30 days. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave. Sick leave will be advanced when the following required conditions have been satisfied:

1. The employee is serving under a career or career-conditional appointment.
2. The employee has a minimum of 1 year's Federal civilian service.
3. All available accumulated sick leave to his/her credit has been exhausted.
4. There is no expectation that the employee is contemplating separation by retirement or resignation.
5. A medical certificate substantiates that a serious illness or injury exists, and that the employee will be capable of subsequently returning to work and fulfilling the full scope of his/her job.
6. There is no expectation that the employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.
7. The employee does not have a current letter of warning or disciplinary action properly proposed or effected for abuse of sick leave.

Section 5. Unanticipated Use of Leave

If the use of annual leave or sick leave cannot be anticipated, the request for approval shall be called in:

- by the start of fixed shift for fixed shift employees
- by the end of morning flexband for flexible schedule employees
- by the time an employee is required to report for training or for a scheduled work activity.

Employees may not call earlier than the beginning of their normal flexband/tour. The parties recognize that occasionally circumstances exist, infrequent in number, when employees may not be able to call in timely as described above.

Contact will be made with the employee's immediate supervisor or other designated official. In the event that neither are available employees may utilize voice mail, where it exists, to notify the supervisor or designated official of their need for leave, the type of leave requested and a phone number where the employee can be reached. In the event the employee is unable to make the call, any responsible person can make the notification. In the event the employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL. A charge of AWOL will be amended to approved leave when an acceptable reason or evidence is provided to meet the existing provisions for approving leave.

Section 6. Leave Balances

A. Employees will not be denied leave usage solely because of their leave balances.

B. Employees will not be denied overtime or credit hours solely because of their leave balances.

C. Employees will not be adversely affected in any employment decision solely because of their leave balances.

D. Employees will not be placed on sick leave restriction solely because of their leave balances.

Section 7. Leave Without Pay

With the exception of circumstances listed in (D) below, leave without pay (LWOP) is not a right which accrues to an employee and may not be demanded by an employee. However, nothing precludes an employee from requesting LWOP for any purpose.

A. Requests for LWOP will be given serious consideration.

B. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Denial of requests for LWOP will be provided in WebTA, or equivalent.

C. Upon return to duty after a period of LWOP, Management will restore the employee to the position which the employee held prior to the leave or to a similar position at the same grade level and pay within the commuting area.

D. Employees have a right to LWOP consistent with government wide rules and regulations:

- When a disabled veteran requests LWOP for medical treatment,
- When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders.
- When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program, or
- When an employee makes a request under the Family and Medical Leave Act, or the Expansion of the Family and Medical Leave Act and meets the criteria for that program.

Section 8. Military Leave

Military Leave will be granted in accordance with law and appropriate regulations. The OPE Website will provide the latest information regarding Military Leave. In addition, the OPE Website will provide an electronic link to the Military Leave information on the OPM Website.

Section 9. Court Leave

A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to court leave (CL) for:

   1. jury duty with a Federal, District of Columbia, State or local court; In the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

   2. witness duty on behalf of a State or local Government.

   3. witness duty on behalf of a private party when the Federal or District of Columbia or a State or local Government is a party to the judicial proceeding.

B. An evening or night shift employee who performs court services during the day may elect to be granted court leave for the employee's regularly scheduled night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable payroll policies.

C. At the employee's request an employee will normally be granted an adjustment in the Tour of Duty so the employee's hours coincide with the court day(s).

D. If an employee is excused from court service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday (i.e., normal fixed shift), including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is the employee's responsibility to request and receive approval prior to going on leave.

E. Even though no compensation is received for serving jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts are indicated on the pay voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be kept by employees; "fees for service rendered" must be submitted to the appropriate financial office.

F. Employees who are summoned as witnesses in their private capacity in judicial proceedings in the District of Columbia, a State, territory or possession of the U.S. including the Commonwealth of Puerto Rico and the Trust Territory of the Pacific Islands are entitled to court leave when the United States, the District of Columbia or a State or local government is a party and the employee is not one of the parties in the suit.

   Employees who are summoned as witnesses in an official capacity on behalf of the Federal government are on official duty, not court leave.

Section 10. Leave for Maternity, Paternity and Adoption Reasons

A. The Employer will be liberal when granting leave for maternity/paternity/ adoption reasons and will apply its policies fairly. Such leave may include LWOP, sick leave (when appropriate) or annual leave.

B. The following conditions apply to the granting of leave to cover a period of absence for maternity/paternity/adoption reasons. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement and also when the employer cannot accommodate a pregnant employee's request for modification of duties when supported by acceptable medical evidence. Additional periods of annual leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period. Once requested and approved, the order of leave may be changed only on approval by the proper supervisory authority.

   The employee also may request and be granted annual leave or leave without pay instead of sick leave for the period of incapacitation. When requested by the employee and upon consultation with the supervisor, the total absence for maternity/paternity/adoption reasons will be authorized for a period up to 225 consecutive calendar days. The 225 consecutive calendar days are not extended due to any intermittent partial or full days worked, holiday pay, etc. The intermittent return to work for partial or full days does not end entitlement to up to 225 consecutive days for maternity, paternity or adoption leave. Requests for additional leave following the end of the period of maternity leave will be handled in accordance with applicable regulations and this agreement.

   In considering requests for sick leave, annual leave, and/or leave without pay for maternity/paternity/adoption reasons, the proper supervisory authority will apply pertinent laws, regulations, and this Agreement in the same way they would apply them in any other cases. No arbitrary cutoff date requiring an employee to cease work or prevent an employee from returning to work will be established. If cutoff dates are established, they must be based on physical capability of the employee to perform the duties of the job after a determination by a competent medical authority.

   The employee should submit notice, at least 3 months in advance, of the prospective need for leave for maternity/paternity/adoption reasons.

C. All other leave for maternity/paternity/adoption purposes will be granted in accordance with Family and Medical Leave Act. Requests for advanced leave will be handled on a case-by-case basis.

   Leave approvals/denials requested pursuant to this section will be provided within ten (10) working days after receipt of the request for maternity leave.

Section 11. General Leave Policies and Practices

A. Normally, leave requests, approvals and denials will be made in WebTA or equivalent.

B. SSA also agrees to respond to all other leave requests in a timely manner.

C. Every effort will be made to accommodate employees who are arranging for and/or attending funerals and similar emergencies for immediate relatives, "significant others" or their dependents.

D. Use of leave will not be the sole basis for denial of overtime or credit hours.

E. The Employer will provide employees with its written reasons for any denial of leave.

F. Leave will not be denied as a disciplinary measure.

G. Employees, upon request and with the approval of the supervisor, may change previously authorized annual leave to sick leave in accordance with Section 4 of this article.

Within 30 days of the effective date of the agreement, the parties will consult in the Mid-Atlantic, Southeastern, Mid-America, and Great Lakes PSCs regarding whether there is agreement to continue the seniority based system. Absent mutual consent of the parties, the leave roster process will be used.

Article 32

Veterans

Section 1

Veterans have served and sacrificed in defense of our nation. Recognizing Veterans' unique experiences, SSA will support Veteran employees as they transition from military service to the civilian workforce.

Section 2

SSA will provide sufficient information regarding various benefits that Veterans may be eligible for as SSA/federal employees.

Section 3

Upon request, Employee Assistance Program counselors will assist service members with transitioning from military to the civilian work environment.

Section 4

SSA will provide Veterans with information on the agency website, such as benefits, counseling service, accommodations and disability services, military and Veteran resources, and military leave.

Section 5

In accordance with applicable laws and regulations, SSA will honor reserve commitments for employees who are members of the military.

Section 6

SSA will adhere to applicable laws and regulations regarding leave for Veterans and members of the military.

Article 33

Temporary, Probationary, Part-Time Permanent and Seasonal Employees

Section 1. General

All employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with CSRA and other applicable laws and regulations.

Section 2. Temporary Employees

A. Should the need arise to employ individuals at other than entry-level positions, the Union will be informed prior to the appointment.

B. The Administration will notify the Union of the proposed separation of temporary employees.

C. Temporary employees may be separated at anytime upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated, the employee will normally be given two (2) weeks notice.

Section 3. Probationary Employees

A. The Administration agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.

B. During the probationary period, the employees' conduct and performance in the actual duties of their positions may be observed, their preemployment background investigated, and they may be separated from the service for cause.

C. Probationary employees will be entitled to ongoing counseling about their conduct and performance and their standing through completion of their probationary period.

D. Probationary employees have the right to Union representation.

E. It is management's intent that, when a probationary employee is to be separated, the employee will ordinarily be given two (2) weeks notice of termination, when practicable, or such notice as the remaining probationary period permits.

F. In cases of impending separation (for cause other than misconduct), the Administration will give consideration to placement of the probationary employee in positions commensurate with his/her demonstrated ability.

Section 4. Part-Time Employees

A. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor. The Administration will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization.

B. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Administration agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. Management will give first consideration, where workloads and staffing considerations permit, to increasing an incumbent to full-time before seeking an outside hire for the same position and location.

C. The Administration will advise the employee of the effects of change to part-time employment and, in case of change in grade, the salary of the part-time appointment.

D. Requests for changes to part-time and full-time employment can be made in writing and will be retained and considered for at least 6 months.

E. An employee who is denied a conversion from full-time to part-time or vice versa shall be notified in writing, upon request, of the reasons.

F. The Administration agrees to establish regular tours of duty for part-time permanent appointees which are consistent with appropriate law, rules and regulations. Tours of duty for part-time employees will be established or changed by Standard Form 52. Tours of duty determine the employee's eligibility for pay on holidays as well as other benefits and entitlements under law.

G. The Administration recognizes that part-time employment may be particularly appropriate for certain classes of employees; e.g.,

1. Individuals seeking gradual transition into retirement or another career;

2. Individuals who for health, family, education, or other personal reasons require a reduced workweek.

H. As a general rule a full-time employee will not normally be required to accept part-time employment as a condition of continued employment, nor will the Administration, where operating conditions permit, abolish a full-time position occupied by an employee in order to make that position available on a part-time basis.

I. Management will give consideration to an employee's request for temporary adjustment of a part-time work schedule because of personal hardship or to permit participation in management approved details, other assignments or training, if operating conditions permit.

J. In the administration and application of the article, all part-time employees shall be treated fairly and equitably in all aspects of personnel management consistent with law, government-wide rule or regulation and the national agreement.

K. Leave

A regularly scheduled part-time employee with less than 3 years of service earns 1 hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of service, the employee earns 1 hour of annual leave for each 13 hours in pay status; with 15 or more years of service, 1 hour for each 10 hours in pay status. Hours in pay status include straight-time and overtime hours up to a total of the Agency's basic working hours in a pay period (normally 80 hours). Leave is charged for absence during the hours the employee is scheduled to work. A part-time employee is eligible for all other leave categories e.g., absence without leave, funeral leave or excused absences on the same basis as a full-time employee. A part-time employee is eligible to participate in flexible and compressed work schedules and credit hours as permitted by the National Agreement**.**

L. Holidays

If a holiday falls on a day a part-time employee is scheduled to work and the employee does not work, the employee is paid for the number of hours scheduled for that day. If the part-time employee works during his or her scheduled hours on a holiday, the employee is entitled to holiday premium pay only for those hours scheduled.

M. Health Insurance

A part-time employee is eligible to participate in the Federal Employees Health Benefits program. The coverage provided for a part-time and full-time employee is the same but the cost to a part-time employee is greater based on PPM S340_1, Exhibit 2.

N. Position Change

A part-time employee is covered by an agency's merit promotion program and should be reassigned, detailed or promoted in accordance with such programs in the same way and under the same circumstances as other career or career-conditional employees.

O. Reduction in Force

In a RIF, part-time employees are placed in a separate competitive level from comparable full-time employees. When released from competitive level, a part-time employee can compete only for other part-time jobs. Similarly a full-time employee has assignment rights only to a full-time position and cannot displace a part-time employee**.**

P. If an employee is engaged in part-time work and the Agency deems that it is necessary to convert the individual to full-time work, to the maximum extent feasible, it shall give the employee at least two weeks notice prior to the start of the effected administrative work week. The employee will be given an opportunity to explain how such action may cause undue hardship. The Agency on presentation of a reasonable explanation showing the undue hardship will then make every reasonable attempt to alleviate the situation and to find other ways to accomplish the work. The Agency will afford the employee a written explanation of the reason for change to a full-time position for any period of time exceeding two full pay periods.

Section 5. Furlough and Recall Procedures (DOC)

Furlough and recall of seasonal employees in the Data Operations Center will be accomplished in the following manner. The Union reserves the right to bargain the furlough and recall procedures on seasonal employees other than those employed in the Data Operations Center.

Furlough

A. The Administration shall canvass and furlough first those seasonal employees of the installation who volunteer to be furloughed. If more employees wish to be furloughed than is necessary, the employees with the earliest service computation date will be placed on furlough.

B. Furlough those seasonal employees whose most recent summary appraisal is less than the successful contribution level, those with the most recent service computation dates first.

C. Furlough those seasonal employees whose most recent summary appraisal is the successful contribution level or better, those with the most recent service computation dates first.

D. In cases of ties on any roster, the choice shall be determined by lot.

Recall

A. Seasonal employees whose most recent summary appraisal was the successful contribution level or better will be recalled first, based on the earliest service computation dates. All other seasonal employees will constitute the second group for recall, and within that group, also, recall will be by service computation date.

B. In case of ties on any roster, the choice will be determined by lot.

Notices

A. Notice of recall shall be given to employees at the earliest feasible date, but not less than ten (10) workdays before the effective date of the action.

B. Management will attempt to give employees at least 10 days advance notice of furlough.

C. The Union will be provided a copy of all recall lists, based on service computation date.

D. The Union will be provided a copy of all furlough lists, based on service computation date.

E. The Union, if it requests them, will be provided copies of notices of furloughs and recalls which are sent to the employees.

Section 6. Job Sharing/Splitting

A. Purpose

The Administration will give good faith consideration to the employees' initial requests and requests for continuing participation in job sharing/job splitting based on employee circumstances and needs of the organization**.**

Job sharing/job splitting provides employees with considerable work scheduling flexibility beyond normal part-time work. It provides opportunities for increased part-time work and provides assistance to employees with special spousal care, child care, elder care, or other special needs.

Job sharing/job splitting is limited to two employees in a team. The job sharers must seek management assistance and approval in drawing up the job share plan so that the work will be properly divided.

B. Definitions

Job sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position. Job sharing will be considered only if the traditional part-time employment is not practical or feasible.

Job splitting is a form of job sharing where the duties and functions of one full-time position are split to create two new positions, each staffed by a part-time employee. Job splitting will be considered only if the traditional part-time employment and job sharing is not practical or feasible.

C. Status

Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction in force, adverse actions, grievances and personnel ceiling.

D. Tour of Duty

Each employee to the maximum extent feasible shall be informed of his/her regularly scheduled work hours, as agreed to by the Employer, employee and the other job sharer. Management will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty. If management schedules noncontiguous hours, it will provide an explanation in writing justifying the need to work nonconsecutive hours. The Employer agrees that the statutory, regulatory and contractual provisions shall apply in any situation in which overtime may be worked.

A variety of different work scheduling arrangements can be used, for example, split days (one job sharer works mornings and the other afternoons), alternate days (one job sharer works Monday, and the other Tuesday, etc.) or split weeks (one job sharer works from Monday morning through noon Wednesday and the other works noon Wednesday through Friday). Job sharers may also work alternate weeks so long as each job sharer works no

more than 32 hours a week and has at least one hour of work regularly scheduled in each of the two weeks of the biweekly pay period. The latter is necessary in order to meet the legal definition of regularly scheduled work which permits an employee to earn leave. The work schedules of job sharers may overlap (one job sharer may work from 10 a.m. to 2 p.m. every day and the other from noon to 4 p.m.). This arrangement can provide agencies with extra coverage during heavy workload periods. A certain amount of overlap may also be desirable to enable job sharers to attend staff meetings or familiarize each other with work developments. It is not an absolute requirement for job sharers to split the hours of a full time position in half. For example, one job sharer could work 24 hours each week and the other 16. In an office with flexible or compressed work schedules, one member may work five days a week from 7 a.m. to 1 p.m. and the other member from 12 noon to 6 p.m., five days a week.

E. Flexibility

Job sharing can provide the agency and the employees with considerable work scheduling flexibility. Work disruptions which tend to occur when employees are on extended leave can be reduced through job sharing. One job sharer might be off for three weeks, but the other would still be on duty and could work additional hours to cover the full schedule in accord with law, rule and regulation and the National Agreement.

F. Job Classification

Job sharers will share identical position descriptions since they are sharing one full-time position. Job splitters may have different position descriptions and career ladders. Job splitting will not be used to reduce the grade(s) of any current positions nor will it be used to compromise any current career ladders.

G. Merit Promotion

A job sharing team may apply for a full time position under agency merit promotion programs but the qualifications of each job sharer will be evaluated individually. If both job sharers are among the best qualified, they will be referred as a team to the selecting official. A job sharer may also apply individually for promotion to a part-time or full-time position. In the latter case, the job sharer would have to agree to a full-time work schedule if selected for the position.

H. Other Provisions

1. Additional hours will not be assigned to employees engaged in job sharing for the purpose of eliminating the need to schedule qualified, full-time employees for overtime. Such overtime hours will be assigned and accomplished according to contractual obligations.

2. The employment of an individual in a part-time position or a seasonal position shall not be a basis for exclusion from participation in a job sharing/job splitting program.

3. In the event that one of the employees participating in a job sharing arrangement leaves job sharing for any reason, then management shall make every reasonable effort to assist the employee in locating a new job sharing partner.

4. Employees currently employed in a part-time position and covered by the same position description may request the opportunity to enter into a job sharing arrangement consistent with the terms of this article.

5. The Employer agrees to make known to all employees on a periodic basis the availability of part-time employment, including job sharing and job splitting and to assist any interested employee in setting up a job sharing/job splitting arrangement.

6. Each employee entering into a job sharing/job splitting arrangement shall be given a written explanation of their rights, benefits, and work schedule. This information will include the intended work schedule. The job sharing/job splitting plan is to be signed and dated by the Employer and the employees.

   It is understood that during that period, the employee may be required to increase his/her tour of duty depending upon the needs of the organization and the terms of their job sharing/job splitting agreement.

   Changes to any approved job sharing arrangement will require the establishment of a new job sharing plan consistent with this article.

7. Any conflicts between SSA's or OPM's Guides and this article shall be resolved by following this article.

8. If the agency's policy on job sharing/job splitting changes and there is a duty to bargain under 5 USC 71, notice and opportunity to bargain will be provided to the Union by SSA consistent with Article 4.

9. Employees who enter into job sharing have no guarantee that they will subsequently be converted to full-time or regular part-time employment, but the Administration agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. An employee who is denied conversion shall be notified in writing of the reasons, upon request.

10. If SSA determines that a position cannot be job shared, it will so notify the Union at the General Committee level in writing of its reasons as soon as possible.

11. Management agrees that each member of the job sharing/job splitting team will be provided adequate workspace and will make reasonable efforts to provide in-office security to protect employee's personal belongings.

12. It is understood that job-sharing/job splitting is not intended to require employees to perform job duties when they are not in duty status. Therefore, every effort will be made to minimize the need for communications with employees while not on duty.

13. Leave requests by employees in a job sharing situation shall be approved or denied in accordance with Article 31. Leave will not be denied solely on the basis of participation in a job share situation.

14. The Union is not precluded from conducting job share/job splitting surveys which will be mailed to job share/job splitting participants. SSA will provide the Union designee with a listing of the names, grades, positions, and duty stations of the affected employees.

15. Where an employee requests to work part-time and job sharing/job splitting is being considered, SSA will grant reasonable amounts of duty time for employees to speak with/to each other about the possibility of job sharing/job splitting, drafting and revising their proposals, completing the surveys, discussions with management and the Union about job sharing/job splitting and their proposals.

16. SSA will give bona-fide consideration to employees requesting reassignment from a non-job sharing position to a job sharing position and from a job sharing position to another job sharing position. This will also include positions in other locations, as specified by the employee. An employee whose request is denied shall be notified of the reasons in writing upon request.

17. Awards for job sharers will be consistent with Article 17 of the National Agreement.

18. When management meets with potential job-sharing participants, the Union will be provided notice and an opportunity to be present under Article 3, Section 6, E of the National Agreement.

    Potential job-sharing/job splitting participants shall submit a written proposal to their immediate supervisor.

    Potential participants will receive a written response from management within a reasonable amount of time (normally within 10 work days) of submitting their written proposal informing them of acceptance or rejection of their job sharing/job splitting proposal. If rejected, the reasons will be stated. The participants may revise their written proposal to accommodate the reasons given for rejection and resubmit it for another decision.

19. If at any time the Spokesperson, AFGE General Committee (or designee) or the Deputy Commissioner for Human Resources (or designee) believes that there is a problem with the plan, either party may submit to the other party an outline of the situation. Both parties will make a good-faith effort to resolve any problems or misunderstandings expeditiously.

20. The parties to this Agreement recognize that certain positions may involve those that are traditionally career-ladder. In these positions, employees entering into a job-sharing arrangement must be at the journey person grade. In those situations where employees are not in a career-ladder, job sharers must be at the same grade.

Performance appraisals for the part-time employees, including job sharing/job splitting, will be handled in accordance with the National Agreement. Throughout the tenure in a part-time position the employee's appraisal will not reflect the performance of the job share partner.

Article 34

Workers' Compensation (OWCP)

Section 1. Counseling

A. The Employer agrees that when an employee suffers job-related illness or injury in the performance of duties and reports it to his or her supervisor, the supervisor and/or the servicing personnel office will counsel the affected employee no later than the next work day or as soon as practical as to the following:

1. The right to file for compensation benefits;
2. The types of benefits available; and
3. The procedure for filing claims including instructions on how to access workers' compensation forms.
4. The option to use compensation benefits in lieu of sick or annual leave.
5. Whether Continuation of Pay (COP) is applicable.

B. The supervisor will notify the local Union steward when he or she becomes aware that a bargaining unit employee has filed an OWCP claim.

C. An employee who has filed for compensation benefits will be counseled, upon request, by his/her supervisor and/or a personnel specialist at any stage in the processing of the case concerning such options as may be available to the employee at that point.

D. Upon request, the Agency will assist an employee with filing a Workers' Compensation claim through the ECOMP or comparable electronic system. This may include scanning and/or converting paper documents to an acceptable electronic format.

E. The Agency and employee will fulfill its workers' compensation related responsibilities in a timely manner.

Section 2. Employee Options

A. An employee with a job-related injury/illness (including conditions aggravated by job-related factors) may elect to be placed on sick or annual leave instead of leave without pay, pending approval or disapproval of his/her compensation claim.

B. Employees shall have the option of buying back the leave used and having it reinstated to their account if their claim for compensation is approved.

C. An employee with a job related traumatic injury may claim up to 45 days of COP. The entitlement to COP is not available to employees who file an occupational disease claim.

Section 3. Return to Work

A. Where the employee requests and supports his/her request with appropriate medical information, the Employer will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of his/her claim.

B. Where the employee requests and supports his/her request with an approved OWCP claim and appropriate medical information, the Employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs. Any such action will be consistent with the negotiated merit promotion article.

C. When an employee who has been determined by OWCP to be disabled has recovered sufficiently that he or she is required to seek reemployment, management will make a serious effort to offer appropriate employment.

Section 4

Information on forms, rights and procedures under Worker's Compensation, including a link to the Department of Labor worker's compensation internet site, will be maintained on SSA's Intranet. Annual reminders on how to access the SSA site will be given to all employees.

Article 35

Employee Assistance and Counseling

Section 1. Policy Statement

A. The Administration and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of alcohol, drug and dangerous substance abuse. The parties further recognize that whenever such conditions adversely impact on an employee's work performance, attendance, reliability or conduct, the employee should constructively address these problems through participation in counseling and treatment where appropriate.

B. Therefore, the Employer and the Union will work together to encourage troubled employees whose work performance is adversely affected to pursue counseling help or treatment.

Section 2. Referrals/Community Resources

The Administration agrees to assist employees in securing counseling services when work performance, attendance, reliability or conduct are adversely affected as a result of alcohol, drug or dangerous substance abuse. This may be accomplished through providing information and encouragement to the employee to use any of the following types of services where available:

A. Referrals to available counseling services in the local community.

B. Counseling services provided by the Administration either onsite or on an as-needed basis.

C. Counseling services provided through joint efforts with other Federal Agencies.

Section 3. Voluntary Participation and Employee Responsibility

Although the existence and functions of counseling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to a counseling service. Should any counseling appointment or treatment require an absence from duty, the employee must get sick leave approval or make other appropriate arrangements with his/her supervisor.

Section 4. Confidentiality/Relationship to Disciplinary and Adverse Action

A. The parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.

B. Without an employee's specific written consent, the supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as

the basis for disciplinary or adverse actions unless required to enforce the law or terms of last chance agreements. Disciplinary actions should be based on job behavior or performance problems, not progress in a counseling program. In evaluating an employee's work performance and job-related conduct, the supervisor may take into account whether an employee referred to counseling is cooperating with a recommended plan of counseling.

C. If as a result of a proposed disciplinary or adverse action, an employee notified management for the first time that he/she has a substance abuse problem that significantly contributed to the misconduct and is seeking the services of EAP, management will normally put the proposed action in abeyance for a period of not more than 1 year while the employee undergoes treatment under terms and conditions agreed to. This provision only applies in the first instance of substance abuse and does not apply if severe, egregious or criminal misconduct is involved.

   If at the end of such period, there are no further instances of related misconduct the proposal held in abeyance will be dropped. Violation of any agreed to conditions, or continued misconduct as referenced in the proposed disciplinary or adverse action during the abeyance period will result in activation of the proposed disciplinary or adverse action process.

D. Requests for counseling or referral assistance will not be a factor in job security or promotional opportunities.

Section 5. Access to Services

Employees are on official duty when they meet with the EAP provided they inform their supervisors of their appointment with the EAP counselor. These meetings with EAP counselors may entail up to 6 sessions with the actual number being based on sound clinical judgment as determined by the counselor. Employees who do not want their supervisors to know of their attendance must arrange appointments outside duty hours or request leave approval.

Employees who are referred to community services for treatment will request leave in accordance with Article 31.

Article 36

Research Programs and Demonstration Projects

Section 1. Definitions

For the purpose of this agreement, the following definitions apply (in accordance with 5 USC 47):

"Research program" means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems.

"Demonstration project" means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

Section 2. Notification to Union

The Administration will notify the Union of any inquiry from a higher level authority concerning a research program or demonstration project which is applicable to bargaining unit employees. Such notification will be at an early enough date so as to ensure that the Union's input is considered before making a decision. The Administration will provide the Union with copies, without cost, of all documents relating to such an inquiry.

Section 3. Negotiation

In accordance with the Civil Service Reform Act, the Union shall have the right to negotiate on research programs and demonstration projects after any agreement between the Administration and the Office of Personnel Management with regard to such projects is finalized.

Section 4. Evaluation

After implementation of the program, the Union will be kept informed of the progress on a continuing basis. Any official evaluation reports shall reflect the Union's position. If the position of the Union is different from the Administration's, the Administration shall attach a copy of the Union's position.

Section 5. Access to Data

The parties agree that the Union shall be given access to data which is maintained by the Administration.

Section 6. Waivers

Any research or demonstration project shall be consistent with and may not amend or waive any provision of this agreement, except by mutual written consent of the parties.

Article 37

Tests and Employee Selection Process

Section 1. General

The Administration recognizes its responsibility to maintain selection procedures in compliance with Federal policy concerning validity, job relatedness and this agreement.

Section 2. Tests

When tests are used as part of the criteria for selection to a training/career development program or for internal placement, they will be consistently and uniformly applied to the grade and series of the specified position. Within 120 days after the effective date of this agreement, the Agency will provide the Union with a list of tests that are covered by this section.

Section 3. Duty Time

Employees will be granted duty time to take internal tests that may be used for promotion and/or placement in SSA.

Section 4. Notice to the Union

When there are any changes in the application of an existing test and/or the inclusion of a new test which will be utilized for internal placement and there is a duty to bargain under 5 USC 71, notice and such opportunity to bargain will be provided to the Union by SSA consistent with the procedures in Article 4.

Article 38

Multilingual/Bilingual Employees

Section 1. Purpose and Scope

A. This article covers those employees who occupy positions that require the possession and use of multilingual or bilingual skills.

B. This article also applies to employees who use multilingual/bilingual skills in their jobs.

C. Management will continue to give consideration to multilingual/bilingual employees for details, reassignments, leave approval, hours of work or any other conditions of employment, like all other employees.

D. Employees will not be disadvantaged in any condition of employment as a result of their use of multilingual/bilingual skills in their job.

Section 2. Definitions

A. Multilingual/bilingual means proficiency in a language or languages, in addition to English. This definition also includes American Sign Language.

B. Multilingual/bilingual skills and duties may include speaking, understanding, reading and writing.

Section 3. Appraisal Considerations

A. The parties recognize that multilingual/bilingual duties may incorporate an additional workload for affected employees and that multilingual/bilingual duties often involve additional time, effort, and case complexities. For the purposes of assigning work and appraising employee performance, Management agrees to consider the additional effort that may be required by multilingual/bilingual employees.

B. Progress reviews will reflect multilingual/bilingual performance contributions as appropriate, under applicable performance plans.

Section 4. Assistance and Training

A. Upon request, the Employer will make available appropriate bilingual dictionaries as available.

B. Upon request, the Employer will make a reasonable effort to provide applicable language glossaries of SSA terminology.

C. The development of multilingual/bilingual skills may be an appropriate use of GETA funds.

D. Upon request, the employer will make every reasonable effort to allow an employee to interview in English during the initial mentoring period, while he/she is learning the technical aspects of the position. Management may consider the public service demands and resources available in making this determination. It is understood that this provision does not eliminate the need to also mentor the employee while conducting interviews in all assigned languages as part of the initial mentoring period. Mentors should be highly motivated, knowledgeable employees with good interpersonal skills.

Section 5. Awards

A. Multilingual/bilingual service accomplishments may be an appropriate basis for the granting of awards in accordance with the provisions of Article 17.

B. SSA, upon request, will furnish AFGE with data each year, indicating by component, the number, amounts and types of awards for multilingual/bilingual employees.

Article 39

Work At Home By Exception

Section 1. Purpose

Work at home by exception is normally for a limited period of up to six (6) months for employees who, because of medical reasons, temporarily have difficulty commuting to work on tour days but are able to perform the duties of their position at home. Management will grant extensions to work at home by exception with acceptable medical documentation.

Section 2. Employees Covered

All SSA AFGE bargaining unit employees are covered by this policy except those:

A. Serving in their probationary period, first year of trial period, in a formal training program, or development program. Formal training does not include the normal progression of an employee through a career ladder. However, formal training may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at home.

B. Who have been suspended for being absent without permission for more than 5 days in any calendar year, or

C. Who have been suspended for viewing, downloading or exchanging pornography on a Federal government computer or while performing official Federal government duties.

Section 3. Requirements

A. Requests to work at home by exception must be in writing and include the following:

1. Employees may be required to complete a Telework Program Request and Agreement consistent with PPM S650_1. If the Agency changes the Telework Program Request and Agreement, the union will be given notice and an opportunity to bargain to the extent required by 5 USC 71.

2. A statement that the employee is performing at or above the successful contribution level;

3. A statement of the reason for working at home including an explanation of the medical condition or disability which makes it difficult for the employee to commute to work;

4. An explanation of the injury or illness (with medical certification concerning the employee's ability to commute and work at home);

5. A statement detailing how the work will be transmitted, maintained and secured at the employee's home in accordance with agency policy;

6. A statement of the days and hours requested for work at home by exception;

7. A statement of the duties of the employee's position to be performed at home;

8. A list of the equipment requested for the employee's use; and

9. A statement that any computer security/access issues have been resolved.

Section 4. Conditions While Working at Home by Exception

Employees approved to work at home by exception may work overtime or earn credit hours, at home if pre-approved to do so by the Agency.

Should the ODS close for a full or partial day, an employee working at home by exception is expected to complete their full workday or request leave. However, if an employee loses power, internet connectivity, or is in unsafe/unhealthy/dangerous situation, the employee may request administrative leave in accordance with applicable laws, regulations, and this agreement.

Management will determine how the quality and quantity of work performed will be measured.

Section 5. Approval

The employee will be informed by the immediate supervisor as to which management official has the delegated authority to approve the employee's request to work at home by exception.

Article 40

Alternative Dispute Resolution

Section 1. Commitment

The Social Security Administration and the Union are committed to consider the use of Alternative Dispute Resolution (ADR) to resolve disputed matters and to foster a good labor/management relationship.

A referral for ADR can be made only by mutual agreement of the union and management and shall be in writing to the appropriate party. If an employee is self-represented, the Union will be entitled to be present during ADR discussions to the extent permitted by law.

Union and Management at all levels may use ADR to resolve disputed matters.

Section 2. Principles of ADR

A. ADR is an informal process which seeks early resolution of employee(s), union, and management disputes.

B. ADR should be undertaken in good faith and be effective, timely, and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor and management relationship.

C. Participation in the ADR process must be voluntary with the mutual consent of the parties. Either party may voluntarily withdraw at any time in the process.

D. If the parties agree to utilize ADR, each party will bear the full costs of its participants in the ADR process, including travel and per diem. The parties will utilize no-cost mediators in the ADR process.

E. ADR may be used to resolve the entire dispute or a portion of the dispute.

F. ADR resolutions shall not be precedential unless specifically agreed to by the parties.

G. ADR will be a process available for Article 24, Section 8, 9, and 10 grievances. The process can be used at any step of the grievance procedure or prior to the scheduling of a hearing.

H. The parties will utilize appropriate technology to conduct ADR mediation unless a no-cost mediator is available for face-to-face ADR. Time spent in mediation will not exceed four hours, but may be extended by mutual consent of the parties.

I. At the end of the ADR process, the parties will be asked to complete an evaluation of the process. A copy of the evaluations shall be provided to the union and appropriate agency officials.

J. Time spent by designated union representatives in the ADR process will be charged as time in accordance with Article 30.

Section 3. The Process

A. The parties may use various sources for mediators such as FMCS, GSA Schedule, Federal Executive Board(s), state and college/university mediation services, etc.

B. If the dispute is resolved in whole or in part, the mediator will assist the parties in crafting the settlement. If there is no resolution, any documents created, as part of the mediation process will be destroyed (e.g., shredded.) Materials developed outside of the mediation process (e.g., grievance documents) will be retained per existing contractual, legal and regulatory requirements.

C. On the day the parties agree to participate in ADR, any grievance time limits pursuant to Article 24 will be suspended. If mediation fails to resolve all issues in dispute, or either party withdraws, time limits will resume the next work day.

D. If arbitration is invoked and a hearing is scheduled, the ADR process is not applicable.

E. ADR will be an appropriate topic for discussion at the National Union-Management Meeting.

Article 41

Telework

Section 1—Purpose

The SSA Telework Program permits eligible AFGE bargaining unit employees to perform Agency-assigned work at a management-approved alternate duty station (ADS). The Agency may offer telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained herein, taking into account requirements of the position, performance of the employee, impact on organizational performance, level of service provided to the American public, and availability of appropriate technology.

Section 2—Definitions

A. Alternate Duty Station (ADS) – a management-approved work site that is geographically convenient to the employee's official duty station (ODS). Specifically:

   1. An employee's residence as reflected in his/her Telework Program Request and Agreement; or
   2. Another SSA facility that may be closer to an employee's home and where there is space to accommodate additional Agency employees.

B. Official Duty Station (ODS) – the employee's official Agency worksite.

C. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.

D. Telework Program Request and Agreement – a written agreement contained in PPM S650_1 between the supervisor and the employee defining the employee's obligations and responsibilities under the Telework Program. If the Agency changes the Telework Program Request and Agreement, the union will be given notice and an opportunity to bargain to the extent required by 5 USC 71.

E. Portable Work - work normally performed at the employee's ODS that can be effectively performed at the ADS. This work is part of the employee's regular work assignment or approved special work assignments.

F. Non-Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee's physical presence at the ODS.

G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than two core days per week.

H. Scheduled Telework - An employee with an approved telework agreement teleworks on a routine, regular, and recurring basis at ADS.

I. Unscheduled Telework - An employee with an approved telework agreement is required to telework on a non-scheduled day at an ADS.

J. Episodic - Employee may request to work on a temporary project on a case-by-case basis. The request is subject to management approval. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency, and limited in duration.

Section 3—Eligibility

Each Deputy Commissioner will determine the number of scheduled telework days, if any, eligible positions, and percentage of employees permitted to telework.

In accordance with applicable law, each Deputy Commissioner will also determine whether teleworkers are eligible to work the following:

- Credit hours at the ADS
- A 5/4/9 or 4/40 work schedule
- Overtime at the ADS (unless required by FLSA, e.g. late interview or call)
- A part-time schedule
- At the ADS on a non-tour day

Participation will be voluntary and employees may withdraw from the program at any time with notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

A. Not currently on an OPS or have been on an OPS in the 12 months preceding the date of the request to telework;

B. Not currently on sick leave restriction or have been counseled for sick leave abuse or placed on sick leave restriction in the 12 months preceding the date of the request to telework;

C. Not in a probationary period or formal training status. Employees who previously completed a probationary period will be considered on a case-by-case basis. Formal training does not include the normal progression of an employee through a career ladder. However, formal training may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS.

D. Complete appropriate Agency Telework training;

E. Sign and abide by the conditions of the Telework Program Request and Agreement. Once an employee is approved for participation in the Telework Program, it is understood that management may change the general and specific work assignments set forth in the Telework Program Request and Agreement.

F. Maintain at least an acceptable level of performance (e.g., successful contribution rating) or not be under review (e.g. increased service observations);

G. Have sufficient portable work to be completed at the ADS;

H. Not be excluded from participation by law, or by government-wide rule or regulation;

I. Use approved appropriate technology;

J. Not have been disciplined under Article 23 in the 12 months preceding the date of the request to telework or while on an approved telework agreement.

Section 4—ODS Shared Work Space

Employees who telework may be required to share space (e.g. shared cubicles, hoteling) with other employees.

Section 5—Telework Procedures

A. Work performed under a Telework arrangement may be scheduled, unscheduled, or episodic.

B. Requests to Participate in Telework

1. Scheduled Basis

Employees will request to participate in the Telework program by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the number of eligible employees exceeds the coverage requirements on a specific day, approval will be made in SCD order starting with the most senior. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

During the months of February and August of each year employees may request to participate in scheduled telework. Employees will not have to submit future requests once the original request is approved unless: a schedule change is requested by the employee

during the February and August timeframes; the employee needs to revise the telework request and/or agreement; or the employee is otherwise directed by management.

2. Episodic

Employees may request at any time to participate in episodic telework to work on a specific project. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the project, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Off Cycle Requests

Management will consider requests, submitted electronically, to change a scheduled telework day or participate in telework outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.

C. Modifications

The parties recognize that Agency assigned functions, the nature of work to be performed and the types of positions can vary significantly from office to office. Management has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee(s), office, component, or agency-wide due to operational needs. Management also has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee due to the employee's performance.

Section 6—Hours of Work and Employee Availability

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Telework is not a substitute for dependent care.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 10 of the SSA/AFGE National Agreement will apply to those employees who work at an ADS.

Management may require that employees provide electronic notification to their supervisor at the beginning and/or end of their workday.

Requests for leave will be handled in accordance with Article 31 of the SSA/AFGE National Agreement.

A. Office Closure/Early Dismissal/Late Opening

If there is a full day closure at the ODS, all employees with an approved Telework Program Request and Agreement are required to complete a full workday at the ADS, unless the employee requests and has leave approved.

In emergency, office closure, or other unique situations (e.g. facility issues, transit strike, dignitary visit, political convention, etc.), employees with approved telework agreements will telework regardless of whether the emergency, office closure, or unique situation occurs on a scheduled or unscheduled telework day, unless otherwise directed by management (e.g. deployed to another office, etc.). In these situations, employees may also request to use leave.

If there is an early dismissal, or late opening in the ODS, and the employee is scheduled to work at their residence as the ADS, the employee is required to complete a full workday, unless the employee requests and is approved for leave. Employees with approved telework agreements may be required to work a portion of their day at their ADS in instances of early dismissal unless the employee requests and is approved for leave.

If the ADS is in another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location. The employee may be required to report to their ODS.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties etc. that impact the employee's ability to perform Agency assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If the disruption (e.g. loss of electrical service or internet connectivity at the ADS) is through no fault of the Agency, the employee will be in a non-duty status from the time of the disruption to the end of the scheduled workday or until the employee reports to the ODS. The employee may request leave for the non-duty period. However, if the ODS is closed and the condition(s) creating the disruption make(s) the ADS unsafe, the employee may be granted leave in accordance with Article 31.

The parties recognize that once the ADS is approved, the employee will not change the ADS location without management approval.

C. Split Days at the ADS and ODS

Employees may only split a telework day between the ADS and the ODS at the direction of management.

D. Telephones

- When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods.
- The employee's break and lunch periods will be the same as at the ODS.
- While at the ADS, the employee is responsible for retrieving, and responding in a timely manner, to voice mail left at both the ADS and the ODS.
- Employees will not be reimbursed for out-of-pocket expenses related to telephone calls.

E. Electronic Communications

- Employees must read and respond to emails as if they were at the ODS.
- Management may require that employees use instant messaging, video, or similar technology while working at the ADS.
- Employees should ensure that the instant message or similar technology accurately reflects their work status. Employees are expected to timely respond to instant messages from management.

F. Telework Suspensions

Employee(s) may be required to report to their official duty station for training, conferences, meetings or other operational needs. Employees may resume telework as soon as the suspension of telework is over.

G. Call Backs

Employees may be called back to the ODS when warranted. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. Transportation between the ADS and the ODS is considered commuting and does not entitle the employee to reimbursement for official travel.

H. Replacement Time and In-Lieu-Of Days

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day. However, the employee's telework day may be temporarily switched to another day with management's approval.

Employees whose scheduled telework day is affected by a holiday or leave do not receive an in-lieu-of day.

I. To avoid lost productivity due to inclement weather, Management has discretion to approve employee requests to telework on an unscheduled day due to hazardous commuting conditions

caused by inclement weather if the ODS remains open. Employees must call their supervisor or other designated management official by the end of the morning flexband to make the request. If the request is denied, then the employee will be expected to report to the ODS or may request leave consistent with Article 31. Based on reasonable weather forecasts, Management also has the discretion to offer optional telework in advance in situations in which the ODS may be open but commuting conditions are likely to be hazardous.

If management reasonably believes that a forecasted inclement weather event could cause the ODS to close for a workday or workdays, management may assign employees with approved telework agreements to work at their ADS on the workday(s) anticipated to be affected by inclement weather. Management will provide employees with timely advance notice of such assignment to allow employees to prepare. Employees will not lose their regularly scheduled telework days if assigned to weather-related telework on a non-scheduled day.

Section 7—Environment and Security

A. Work site

If the ADS location is in the employee's residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary by management to perform the employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc.. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The Agency is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the employer as provided for by law and regulation.

B. Workers' Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the Agency's policy and procedures concerning workers' compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties. FECA claims will be handled in accordance with Article 34 of the SSA/AFGE National Agreement.

C. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of the official duty station.

D. Security/Safeguarding Work

Employees working at the ADS are bound by Agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

E. Home Inspections

Management may inspect the ADS to ensure conformity with the conditions set forth in the Telework Program Request and Agreement. Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect non-work space in the ADS.

F. Agency Owned IT Equipment

The Agency will determine the appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees' homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use. In accordance with Agency policy, employees may be required to reimburse the Agency for failure to exercise reasonable care of Government property. Failure to exercise these responsibilities may result in termination from telework in accordance with Section 10 of this Article.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access sufficient to support the accomplishment of the employee's assigned duties.

Section 8—Accountability and Evaluation of Work

Management will evaluate work performed at the ADS in accordance with the Telework Program Request and Agreement and in accordance with Article 21 of the SSA/AFGE National Agreement.

Management may require employees on telework to submit a daily accounting of the work performed at the ADS. The format and required content will be determined by management.

Section 9—Employee Conduct at the ADS

All laws, government-wide rules, government-wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

Section 10—Termination from the Telework Program

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee's participation in the Telework Program if:

a. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or

b. The employee fails to comply with any of the conditions set forth in the Telework Program Request and Agreement; or

c. The employee fails to comply with the provisions of this article; or

d. There is a diminishment in the employee's performance.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program, except in the case of serious violations. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination. Management will consider individual circumstances when determining the effective date of removal from the program. An employee, who has been removed from the Telework Program may reapply for Telework at the first application cycle following a 1-year termination period, unless otherwise prohibited by law, rule, or government-wide regulation.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements.

Section 11. AFGE Notification

Should the Agency modify, suspend, or terminate all or a significant part of its telework program, appropriate notice will be provided to the Union.