

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Social Security Administration (SSA) (herein referred to as the "Agency" or "Management") and the American Federation of Government Employees (AFGE) Council 220 (herein referred to as the "Union") concerning the impact and implementation of the Vulnerable Population Liaison (VPL) and Vulnerable Populations Expert (VPE) duties within the Field Offices (FO) nationwide.

Nothing in the MOU will alter, subtract from, or modify any terms, condition, or provision of the National Agreement. All the parties to this MOU, including all affected employees, retain all the rights that they currently have by law, regulations, the National Agreement and other applicable agreements.

Purpose and Scope:

1. The assignment of VPL duties to existing Claims Specialists (CS) or Claims Technical Experts (CTE) in Field offices is a management right. The agency will determine the locations for this assignment of work based on local needs. As local needs evolve, the agency will make adjustments including adding VPLs in additional offices, using multiple VPLs in offices, or centralizing workloads and VPL assignments at the area level.
2. The agency agrees to announce 100 additional CTE positions (1 or more per area). This position will operate as the Vulnerable Populations Expert (VPE), which will be specifically assigned to the Vulnerable Populations workload. Positions will be filled competitively through IVOL or any other appropriate source. Positions will be temporary, not to exceed one year, and may become permanent. If an existing CTE is selected for the VPE position, the vacant CTE position will be backfilled consistent with current agency policy and subject to availability and funding.

Selection:

3. Each respective field office where VPL duties will be assigned, will solicit employees for volunteers for this workload assignment. This opportunity will be available to all Claims Specialists (CS) or Claims Technical Experts (CTE) that meet the criteria in #4 below.
4. Determining the qualifications for VPL duties is a management right. Management expects these qualifications to include, but not be limited to:
 - Journeyman level employees with proficiency in Title XVI in order to guide third party staff.
 - Interpersonal skills to work with third party staff.
 - Interviewing skills in order to assist third party staff with developing applications for aged or disability benefits.
 - Organizational skills to keep track of information, (e.g. claims filed, leads/protective filings established).

5. To be eligible for consideration, the following requirements may be considered:
 - Employees must be in good standing and not currently on an OPS plan.
 - Employees who have been disciplined (reprimand or greater) in the last year for an issue that could have a nexus to their ability to work appropriately with these third parties may not be considered.
6. In the event of multiple equally qualified volunteers, as determined by management, seniority based on Service Computation Date will be used to select the volunteer for this work assignment.
7. If workloads warrant adding additional resources, or a volunteer needs to be replaced, the agency will use the same process for adding additional or replacing volunteers, as outlined above.
8. If there are no volunteers, management will assign the work consistent with the qualifications in #4 and eligibility in paragraph #5.
9. Requests to un-volunteer will be handled on a case-by-case basis. Management will consider a VPL volunteer's request to withdraw from the assignment.
10. Each field office will hold a formal staff meeting to introduce the VPL assignment, inform staff of the duties, and announce the solicitation for the assignment. Management will also inform the staff of the competitive vacancy being released for the CTE position which will be assigned the VPE duties. AFGE will be invited to attend.
11. Management has determined that the assignment of VPL and VPE duties will not affect an employee's existing responsibilities for documenting employee performance.
12. Local precedent setting policy decisions resulting from the efforts of the VPL and VPE will be communicated to all affected employees in accordance with established office practices.
13. Changes in the office line of succession/officer in charge roster that may result from the assignment of the VPL workload in the office will be published timely. CTEs selected for the VPE assignment will be treated similarly to other CTEs in the office.
14. Management does not intend to diminish the decision making responsibilities of the CS or CTE position, as outlined in their respective position descriptions, as a result of the assignment of the VPL and VPE duties.
15. Management agrees to brief the union on the status and future plans of the project quarterly for the first 12 months. All meetings will be held via technology.

MANAGEMENT

AFGE COUNCIL 220

/s/ Jamie Freedman 05/05/2021

Jamie Freedman,
Chief Negotiator

/s/ Richard E. Bailey 05/05/2021

Richard E. Bailey,
Negotiator

/s/ Michael Ferguson 05/05/2021

Michael Ferguson,
Negotiator

/s/ Peter J. Harris 05/04/2021

Peter J. Harris Esq.,
Chief Negotiator

/s/ Bill Price 05/04/2021

Bill Price,
Negotiator

/s/ Ralph de Juliis 05/04/2021

Ralph de Juliis,
Negotiator

MEMORANDUM OF UNDERSTANDING
TELEWORK ELIGIBILITY

This Memorandum of Understanding ("MOU") is made by and between the American Federation of Government Employees SSA General Committee ("Union" or "AFGE") and the Social Security Administration ("SSA" or "Agency"), jointly the "Parties," regarding telework eligibility for AFGE bargaining unit employees at SSA that are in a probationary period or formal training status and the definition of the Alternate Duty Station ("ADS"). By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement ("National Agreement"). This MOU will expire on October 27, 2025.

1. The Parties agree, consistent with the Parties' experience with reentry telework, Deputy Commissioners are permitted to modify the eligibility criteria contained in Article 41, Section 3(C) of the National Agreement regarding any probationary employee or employee in a formal trainee status, where their training can be successfully completed remotely; and may modify the eligibility criteria contained in Article 41, Section 3(J) and/or Section 3(B) to permit any employee that received a disciplinary action other than adverse actions covered by Article 23, Section 7 and/or a sick leave restriction or counseling in the previous 12 months to be eligible for telework.
2. The definition contained in Article 41, Section 2(A) of the National Agreement is modified to permit, subject to management approval, an Alternative Duty Station (ADS) to include an employee's family (or person of affinity) member's residence that is geographically convenient to the employee's official duty station. Employees may temporarily change their ADS with prior approval from management. These temporary changes must be submitted in writing and must include the temporary address, telephone number (if different from telework agreement) and dates for the requested temporary change.
3. If the employee does not maintain any hard copy official records and/or hard copy official information at the ADS, the employee is not required to have a locked file cabinet.
4. All other eligibility criteria and provisions of Article 41 remain in effect.

FOR THE UNION

**BARRI
BRYANT**

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General Committee

FOR THE AGENCY

Laura Heigert

1/23/2023

Laura Heigert
Chief Negotiator

MEMORANDUM OF UNDERSTANDING FOR EARLY OUT RETIREMENT FOR 2022

This Memorandum of Understanding (MOU) is entered into between the Social Security Administration (SSA) and the General Committee of the American Federation of Government Employees (AFGE) regarding Early Out Retirement for 2022.

1. This agreement concerns the impact and implementation aspects related to Management's early out decision (See attached memo to All SSA Employees from Alan Frank).
2. Employees must meet the eligibility requirements for early out retirement.
3. Employees must separate no later than July 30, 2022.
4. For planning purposes, those interested in early out retirement must contact their supervisor and Servicing Personnel Office (SPO) by June 15, 2022, to initiate the retirement paperwork.
5. Existing conditions of employment procedures will be followed if Management decides to internally backfill the vacancies that result from this early out action.
6. Requests for exceptions will be approved for all eligible employees. Requests for exceptions will be sent to the appropriate SPO and employees will be sent email verification that their exception request has been forwarded for approval.
7. An employee on active duty in the Armed Forces who would otherwise be eligible for a VERA offer will have 30 days following restoration to the agency to accept or reject the agency's offer of VERA.
The restored employee has the right to accept or reject the agency's offer of VERA even if the authority approved by OPM has expired.
8. By entering into this agreement, neither AFGE nor SSA waives any other right afforded by 5 U.S.C. 71.
9. An employee must have been covered under the Federal Employee Health Benefits (FEHB) Program for at least his/her last 5 years of service in order to continue coverage under the program in retirement. However, the Office of Personnel Management will grant pre-approved waivers to employees who have been covered under the FEHB Program continuously since the beginning date of the Agency's latest early out authority (December 16, 2020) and retire through voluntary early retirement during the early out period.

10. Within 5 business days of the signing of this agreement, management will provide copies of the notice to all AFGE Bargaining Unit Employees regarding “Availability of Early Out Retirement for 2022” noting the conditions agreed to as set forth by this agreement.

11. The Agency will provide the Union on or before March 1, 2023, the number of employees by component, position, and location who elect to use Early Out.

For the Agency

For the Union

MEMORANDUM OF UNDERSTANDING

This document constitutes a memorandum of understanding (“MOU”) by and between the American Federation of Government Employees, SSA General Committee (“Union” or “AFGE”) and the Social Security Administration (“SSA,” “Agency,” or “Management”), collectively the “Parties,” regarding the establishment of Parental Bereavement Leave (PBL), in accordance with the National Defense Authorization Act for Fiscal Year 2022, for AFGE bargaining unit employees at SSA. The Parties understand that the effective date of this new legislation (5-U.S.C. 6329d) is December 27, 2021, the date required by law and government-wide rules and regulations.

Changes to this MOU may be made only by mutual consent or legal requirements. Any nondiscretionary provisions (laws, codes, regulations, government-wide rules) that are contained within this MOU have been included for reference purposes only.

This agreement does not preclude the Union from re-opening negotiations on Union 5, Proposal 4.A.iii. in accordance with the ground rules in Article 4, Appendix A VI (Reopening) A. (Questions of Negotiability) Subparagraph 1 of the 2019 SSA/AFGE National Agreement.

1. Eligible Employees

Under 5 United States Code (U.S.C.) 6329d, an individual is eligible for PBL only if the individual meets the definition of “employee” in Title 5 of the Family Medical Leave Act (FMLA) provision in 5 U.S.C. 6381 at the time of the child’s death. Thus, all the following conditions must be met:

- The individual is covered under the Title 5 annual and sick leave program;
- The individual is serving under a permanent or term appointment (i.e., does not have a temporary appointment of 1 year or less);
- The individual has an established part-time or full-time work schedule (i.e., does not have an intermittent work schedule as described in 5 Code of Federal Regulations (CFR) 340.401 and 340.403; and
- The individual has completed at least 12 months of service as an employee of the Government of the United States, including service with the United States Postal Service, the Postal Regulatory Commission, and a nonappropriated fund instrumentality as described in section 2105(c), including:
 - Covered active duty (as defined in 5 U.S.C. 6381(7)(B)) that interrupts civilian service due to a qualifying call or order for deployment to a foreign country as a member of the National Guard or Reserves, to the extent that such active duty is not already creditable service; and
 - The 12 months of Federal service is not required to be 12 recent months or 12 consecutive months. It does not include service with the military except as stated above.

- To be eligible to take PBL, an employee must be in a status in which the employee must account for hours in the employee's tour of duty by work or leave. An employee with a seasonal work schedule is not eligible during off-season when the employee is placed in nonduty/nonpay status.

2. Communicating PBL Policy

SSA will notify employees of the availability of PBL, including information on eligibility and entitlement. Initial notification will be sent via a Human Resources Internal Communication (HRIC).

- After the initial HRIC notification, the agency will include PBL as a type of leave listed in Part 4, Workplace Flexibilities and Work-Life Programs, in the Annual Personnel Reminders (APRs).
- When an employee or other responsible party notifies management of the death of a qualifying child(ren), management will timely provide appropriate guidance to the employee, or any responsible person communicating on the employee's behalf, on how to request PBL. Upon request, management will provide an employee with a copy of the PBL policy (i.e. personal email, government email, mail).

3. Leave Entitlement

Under PBL, an eligible employee is entitled to a total of two (2) administrative workweeks (2-workweeks) of PBL because of the death of a qualifying son or daughter of the employee in any 12-month period. The death of an employee's child triggers the one-time entitlement to 2-workweeks of PBL in connection with that death, which must be used within the single 12-month period. PBL is retroactive to December 27, 2021.

4. Limitation in 12-month Period

- A. The 12-month period used for PBL:
 - i. Starts on the day of death of a child, or on the date of death for multiple children on the same day of the employee and continues for 12 months. After that 12-month period expires, another 12-month period will not start unless there is another later use of PBL based on another child's death.
 - ii. If one or more children of an employee dies at a later time during a 12-month period associated with an earlier death of another child of the employee, each later death will result in the commencement of a corresponding 12-month period. Therefore, an employee may have overlapping 12-month periods. Any use of PBL during an overlapping period including parts of more than one 12-month period will count against the 2-week limit for each affected 12-month period.

5. *Qualifying Child*

The definition of “son or daughter” for PBL has the meaning given that term in the FMLA law at 5 U.S.C. 6381(6), as further described in OPM regulations in 5CFR 630.1202:

- A. Son or daughter means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis who is:
 - i. Under 18 years of age; or
 - ii. 18 years of age or older and incapable of self-care because of a mental or physical disability. A son or daughter incapable of self-care requires active assistance or supervision to provide daily self-care in 3 or more of the “activities of daily living” (ADL’s) or instrumental activities of daily living (IADL’s). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using the telephones and directories, using a post office, etc. A “physical or mental disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined in 29 CFR 1630/2(h), (i), and (j).
 - a. The eligible employee is not required or expected to be the full-time caregiver for a child with a disability who is incapable of self-care.
- B. The term “adopted child” is interpreted consistent with the definition of “adoption” in 5 CFR 630.1202 as stated below, except that it includes a child who has been placed with an employee for the purpose of adoption pending finalization of the adoption process:

Adoption refers to a legal process in which an individual becomes the legal parent of another's child. The source of an adopted child - e.g., whether from a licensed placement agency or otherwise - is not a factor in determining eligibility for leave under this subpart.
- C. The term “foster child” is interpreted consistent with the definition of foster care in 5 CFR 630.1202 as stated below:

Foster care means 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement by the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family to take the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

- D. The term “in loco parentis” has the meaning given that term in 5 CFR 630.1202 as stated below:

In loco parentis refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

6. Conversion of 2-Workweek to Hours and Change in Tour of Duty

- A. The 2-workweek PBL entitlement is converted to hours based on the number of hours in the employee’s scheduled tour of duty at the time the 12-month period of leave eligibility begins. For a full-time employee with an uncommon tour per 5 CFR 630.201 and described in 5 CFR 630.210, the hours equivalent of 2-workweeks is equal to the number of hours in the employee’s biweekly scheduled tour of duty, or the average hours if the biweekly tour hours vary over an established cycle.
- B. For a part-time employee, the hours equivalent of two (2) administrative workweeks is equal to the number of hours over a biweekly pay period based on the employee’s scheduled tour of duty established for leave-charging purposes.
- C. If there is a change in an employee’s scheduled tour of duty before the employee has used the full 2-workweek allotment of PBL, the remaining balance of PBL must be recalculated based on the change in the number of average hours in the employee’s scheduled tour of duty.

7. Negation of PBL Entitlement

An employee is not entitled to PBL if the employee is found by proper authority to have deliberately caused the death of the child whose death gave rise to the potential entitlement. Any PBL that was provided to the employee prior to the finding of culpability must be retroactively canceled.

8. Leave and Leave Payments:

- A. PBL is a stand-alone paid leave entitlement that is used separately from other leave or time off an employee might otherwise use, and it does not affect the accrual or balances of other paid leave or paid time off. An employee may continue to use sick leave for bereavement for different hours not covered by PBL.
 - Employees will not be requested to invoke FMLA prior to approval.
- B. PBL will be paid at the same hourly rate as other paid leave that is not subject to the 8- hour rule governing the inclusion of night pay; however, night pay for

hours within an employee's regularly scheduled tour of duty established for leave-charging purposes is payable without regard to the 8-hour rule.

- C. Sunday premium pay under 5 U.S.C. 5546(a) or other law is not included in the payment of any type of paid leave.
- D. For most employees, the PBL hourly leave payment is equal to the employee's hourly adjusted rate of basic pay, including any applicable locality payment, special rate supplement, or the equivalent. For certain employees, the PBL payment reflects additional payments (i.e., recurring overtime/premium payments, nonforeign area cost-of living allowances and post differentials or night pay per 5 U.S.C. 5545(a)).
- E. PBL is used in the same hourly increments as regular paid leave (i.e., fractions such as 1/4th of an hour).
- F. An employee must use PBL during scheduled hours within the employee's tour of duty established for leave-charging purposes when the employee would otherwise be working or using other paid leave.
 - 1) A seasonal employee may not use PBL during off-season periods.
 - 2) An employee may not use PBL during furlough periods.
 - 3) An employee may not use PBL during a period of suspension.
 - 4) An employee who is on leave without pay for service in the uniformed services ("Absent-US") may not use PBL during periods of service in the uniformed services. (Only the types of civilian leave specified in 5 CFR 353.208 may be used during service in the uniformed services.)
 - 5) An employee may not use PBL during a period of separation from Federal service (i.e., the employee must be currently employed).

9. *Use of Leave*

- A. Eligible employees can use PBL on continuous or intermittent basis. The leave may be used for planning services, grieving, counseling, honor services, and any other reasons related to bereavement. The parties agree that extenuating circumstances may interrupt the bereavement process. Employees must acknowledge their intent to use PBL on an intermittent basis at the time of their initial request to use PBL.
- B. If intermittent use of PBL is authorized, it may be scheduled that the employee works partial workdays or schedules other types of paid leave or other paid time off on the same workday (e.g., sick leave for some hours and PBL for other hours). The use of other types of leave covered under Article 31 Section 5: of the AFGE/SSA National Agreement.
- C. In any case in which the necessity for intermittent leave is not foreseeable, the employee shall provide the employing agency with such notice as is reasonable per Article 31 Section 5: of the AFGE/SSA National Agreement.

- D. If an employee chooses to use PBL on a continuous basis, a holiday or other non-workday is not considered to be an interruption in continuous use even though PBL is not charged for those hours in the employee's tour of duty.
- E. A holiday is a non-workday; thus, PBL may not be used on a holiday. It also may not be used on any other non-workday established by Federal statute, Executive order, or administrative order.
- F. Employees with a flexible work schedule may have fixed basic work requirement hours per day or may be allowed to elect to vary basic work requirement hours by day. In the case of a flexible work schedule under which an employee may elect to vary daily work, the employing agency may allow the employee to determine (within agency-established limits) the number of scheduled hours during which PBL will be used on a given day, if the agency determines the employee is entitled to PBL during the specified time periods.

10. *Change in employing agency:*

A change in an employee's agency while using PBL during a 12-month period does not affect application of the 2-workweek limit. The gaining agency must determine whether a newly hired or transferred employee is within a 12-month period based on the date of death of the employee's child, and, if so, how many hours of PBL the employee has already used. Any agreement between the employee and the previous employing agency regarding intermittent use of PBL is not binding on the new employing agency.

11. *Retroactive use:*

- A. An employee may request, and the agency must grant, PBL for which the employee is eligible to cover a past period of leave without pay occurring during a qualifying period.
- B. If the agency determines that an employee used other paid leave to cover a period of time for which PBL could have been used, the agency may allow the employee to retroactively substitute PBL for such other paid leave upon making a determination that the employee lacked information or was not allowed to use PBL at the time. However, an employee may not use PBL prior to December 27, 2021, the date of enactment of Public Law 117- 81.
 - 1) If management is aware of an employee who experienced the death of their child between December 27, 2021 and the date of this MOU, they will attempt to contact that employee to advise them of their potential entitlement to PBL.

12. *Unused balance at transfer or separation:*

If an employee with an unused balance of PBL transfers between eligible positions, the

PBL balance transfers with the employee as long as the employee is within the 12-month eligibility period for PBL. If an employee has an unused balance of PBL at the time of separation from Federal service, any right to the unused amount of leave is extinguished unless the employee returns to an eligible Federal position within the 12-month eligibility period. No cash payment may be made for unused PBL at any time, including transfer to another agency or separation from Federal service.

13. *Requesting Administratively Acceptable Evidence and Certification*

SSA will accept a verbal or written self-certification/explanation at the onset of PBL entitlement, however, employees are required to submit administratively acceptable documentation (e.g., death certificate, birth certificate (to substantiate a live birth), note from a healthcare provider or coroner) within 60 calendar days of requesting PBL to verify that the requested leave is being used for bereavement purposes. If it is not practicable under the particular circumstances to provide the requested evidence within 60 calendar days after the date requested by SSA despite the employees' good faith efforts, employees must provide the evidence within a reasonable period of time under the circumstances involved, but no later than 90 calendar days after the date SSA requests such documentation.

14. *Records*

PBL-related documents must be maintained in a separate locked file. They may not be kept in the SSA-7B employee record extension file.

15. By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the SSA AFGE National Agreement.

FOR THE UNION

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Iris Rakowski, Chief Negotiator
AFGE Local 2809

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Cheryl Bellamy-Bonner
Council 109

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Local 1923

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Kevin Griffin
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April Lott
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Amber Westbrook
Council 220

FOR THE AGENCY

Shameen Kenan, Chief Negotiator

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Laura Heigert
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**MEMORANDUM OF UNDERSTANDING
FOR EARLY OUT RETIREMENT FOR 2021**

This Memorandum of Understanding (MOU) is entered into between the Social Security Administration (SSA) and the General Committee of the American Federation of Government Employees (AFGE) regarding Early Out Retirement for 2021.

1. This agreement concerns the impact and implementation aspects related to Management's early out decision (See attached memo to All SSA Employees from Alan Frank).
2. Employees must meet the eligibility requirements and separate no later than the date established by the agency i.e., December 31, 2021.
3. For planning purposes, those interested in early out retirement must contact their supervisor and Servicing Personnel Office (SPO) by November 26, 2021 to initiate the retirement paperwork.
4. Existing conditions of employment procedures will be followed if Management decides to internally backfill the vacancies that result from this early out action.
5. By entering into this agreement, neither AFGE nor SSA waives any other right afforded by 5 U.S.C. 71.
6. An employee must have been covered under the Federal Employee Health Benefits (FEHB) Program for at least his/her last 5 years of service in order to continue coverage under the program in retirement. However, the Office of Personnel Management will grant pre-approved waivers to employees who have been covered under the FEHB Program continuously since the beginning date of the Agency's latest early out authority (December 16, 2020) and retire through voluntary early retirement during the early out period.
7. Within 21 days of the signing of this agreement, management will provide copies of the notice to all AFGE Bargaining Unit Employees regarding "Availability of Early Out Retirement for 2021" noting the conditions agreed to as set forth by this agreement.
8. The Agency will provide the Union on or before March 1, 2022, the number of employees by component, position, and location who elect to use Early Out.

For the Agency

For the Union

John W. Huston

Rich Couture

DATE: _____

MEMORANDUM OF UNDERSTANDING

AGENCY RE-ENTRY AND WORKPLACE SAFETY PLAN 2.0

This Memorandum of Understanding (“MOU” or “agreement”) is made by and between the American Federation of Government Employees SSA General Committee (“Union”) and the Social Security Administration (“SSA”, “Agency”, “Management”), regarding the phased re-entry plan and Workplace Safety Plan 2.0 for AFGE bargaining unit employees at SSA. By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement. This MOU will expire after the evaluation period following re-entry, or extended by mutual agreement. Within 30 days prior to expiration of the evaluation period, the parties will meet to discuss future agency-wide post re-entry policies. If there is a duty to bargain, the Agency will provide notice and an opportunity to bargain, consistent with Article 4 and to the extent required by 5 U.S.C. 71.

1. The parties agree that the phased re-entry process for AFGE bargaining unit employees will begin no earlier than 30 calendar days after implementation of this agreement. The notice to bargaining unit employees will state that re-entry will occur on March 30, 2022. The Agency will send employees a subsequent notice if re-entry is postponed beyond that date for any reason.
2. The parties agree to engage in component-council meetings over component-level reentry, WSP 2.0, and evaluation period issues as follows:
 - a. These meetings will begin immediately upon implementation for the purpose of expeditiously resolving issues related to re-entry, but no later than February 1, 2022. At least three meetings will be held on a mutually agreed upon schedule for at least 2 hours per meeting. These meetings should be completed by March 1, 2022. Within seven (7) workdays from the conclusion of the re-entry meetings, the council may submit a bargaining request on unresolved issues. If a duty to bargain exists, the parties will bargain consistent with Article 4, Section 3 and to the extent required by 5 U.S.C. 71. After re-entry, the parties will hold no less than 4 meetings during the evaluation period. Upon mutual agreement, the number of meetings may be reduced or increased. The Agency and Union agree to meet via technology at the following levels:
 - i. Council 220
 - ii. Council 215
 - iii. Council 109
 - iv. Council 224
 - v. Local 1923 and
 - vi. Local 2809.
 - b. The Agency and Union may each send up to four representatives to the meetings described above. Union representatives may use official time to attend the meetings, in accordance with Article 30 of the current SSA-AFGE National Agreement. Participants in these meetings must have decision-making authority.

- c. The purpose of these meetings shall be to discuss component level issues and interests arising from reentry, including safety concerns, WSP 2.0 and the evaluation period that are not addressed in this MOU.
- 3. The parties recognize that once reentry commences, issues may arise that are not addressed in this MOU. Management will provide the Union with notice and bargain where applicable with Article 4 of the SSA-AFGE National Agreement and to the extent required by 5 U.S.C. 71.
- 4. Once finalized, agreements resulting from separate negotiations over the Workplace Safety Plan provided to AFGE on March 15, 2021 and updated cleaning procedures provided to AFGE on August 9, 2021 will remain in effect to the extent terms are consistent with the Reentry Plan, Workplace Safety Plan 2.0, the 2019 SSA-AFGE National Agreement, and not inconsistent with this MOU.
- 5. Local management will complete the Telework Request and Agreement process before requiring employees to re-enter their official duty station. The agency will inform employees about telework sign-up as soon as possible to facilitate their ability to plan.
- 6. For the duration of this MOU: Employees with children in remote learning due to a verified COVID-related school or child/dependent care closure may request and normally be approved for episodic telework in accordance with Article 41. Employees with a documented inability to enroll children in in-person learning may request and normally be approved for a Temporary Compassionate Assignment as an expansion of Article 27, Section 10 (herein "TCA"), no longer than the current (2021-2022) school year. Employees with dependent family members located in their household deemed 'high risk for COVID' by a medical provider may request, and normally be approved for, a TCA. At the end of this MOU, these expansions under TCA will no longer be available. For the purposes of this MOU, TCA means assignment to the employee's alternate duty station.
- 7. Within 60 days from implementation of this agreement, the parties will meet to bargain over increasing transit and parking subsidies following the evaluation period, for the purpose of easing commuting costs on employees returning to offices and to better attract and retain employees. For the duration of the MOU, the Agency will reimburse employees (with duty stations outside of the National Capital Region) under Article 13, Section 6 and Sidebar, for allowable transportation expenses in accordance with government wide rules and regulations up to \$110 per month.
- 8. The parties agree to the following, consistent with the parties' experience with evacuation telework:
 - a. If telework eligible, Union representatives will be allowed to use official time at their alternate duty stations notwithstanding Article 30, Section 4.A. All other provisions of Article 30 remain in effect, except as modified by the official time sidebar dated November 2, 2021. This MOU does not add any official time.
 - b. Normally, there will be no core days for telework.
 - c. Employees in an eligible position will be eligible for telework if they have completed appropriate agency telework training, sign and abide by a telework program request and agreement, use approved appropriate technology, there is sufficient available portable work to perform, and are

not excluded from participation by law, or by government-wide rule or regulation. Provisions related to ineligibility or termination due to issues such as discipline other than adverse actions covered by Article 23, Section 7, probationary or trainee status, where their training can be successfully completed remotely, sick leave restriction or counseling, etc. will not apply, except where required by law.

- d. If the employee does not maintain any hard copy official records and/or hard copy official information at the ADS, the employee is not required to have a locked file cabinet.
 - e. Normally, Management will not inspect the ADS to ensure conformity with the conditions set forth in the Telework Agreement.
 - f. Portable work and non-portable work shall be defined using the definitions in the Portable Work MOU. Both portable work and non-portable work will be performed in the official duty station (ODS).
 - g. On non-duty time, union members may solicit employees for union membership using the Agency email system notwithstanding Article 11, Section 6.A.5. All other provisions of Article 11, Section 6 remain in effect.
9. For the duration of this MOU, all AFGE employees, contractors, visitors, and members of the public to SSA facilities will be required to wear masks, regardless of their asserted vaccination status except where prohibited by law.
10. Consistent with management's duty to maintain a safe and healthy work environment per Article 9, the Agency will supervise lobbies, waiting rooms, and other points of entry to SSA facilities for compliance with screening and mask policies in real time. Management will take immediate action to address visitors who are not in compliance, including directing them to leave the facility if they refuse to comply.
11. If an employee needs office equipment while working in the office (e.g., headset, monitor, docking station, etc.), the employee will be responsible for returning it to the office. If an employee will be primarily teleworking (e.g., a majority of the work week/pay period), it may not be necessary for them to return certain equipment to the office. Employees who were provided with agency office equipment during the evacuation period as a reasonable accommodation will be allowed to keep that equipment at the alternate duty station if they continue to telework. Employees who will not telework during the reentry will be given reasonable duty time to return agency office equipment to the official duty station.
12. The Agency recognizes that employees may need accommodation during and after the re-entry process. The Agency will expedite processing of reasonable accommodation (RA) requests related to re-entry and WSP 2.0 (including new telework schedules). The RA process will not be curtailed at any step (e.g., interactive process), nor will RA requests be denied, to meet arbitrary deadlines or reentry dates. Employees with pending RA requests related to re-entry and WSP 2.0 (including new telework schedules) will not be required to return to the official duty station until the request is resolved, unless the RA request(s) would cause undue hardship on the Agency as defined in 29 C.F.R. 1614.203, and no interim alternative accommodation can be found.

13. Employees will not normally be disciplined for issues related to self-screening, as many COVID symptoms are common to other conditions, such as allergies, the common cold, etc. Normally, if management directs an employee to leave the office or not to report to the office, the employee will take personal leave (if too ill to work), be granted episodic telework (if the employee is able to work and portable work is available) or be granted weather and safety leave until such time as the employee is symptom-free or COVID has been ruled out by the employee's medical provider. If an employee indicates symptoms and is unable to work at the official duty station for more than four working days, administratively acceptable medical documentation may be required.
14. During the evaluation period, employees will normally be granted a grace period of up to a total of 15 minutes per day when entering an SSA installation due to delays caused by safety protocols (e.g., limits on numbers of persons on elevators). This applies to signing on at the start of the workday, or returning from a rest break, meal break, or period of leave. These requests should be infrequent in nature.
15. Management may excuse rare occurrences of tardiness of less than one hour related to the employee's adjustment to commuting, in accordance with Article 31.
16. Employees who are not scheduled to report twice per pay period, will not have their locality pay adjustments affected if their alternate duty station is in the same locality pay area as their official duty station. If such employees have their alternate duty station in a different locality pay area than the official duty station, the Agency may need to effectuate a personnel action to revise the employee's locality pay area to that of the alternate duty station, which may change the employee's locality pay adjustment. Management will inform and assist employees timely, so that employees can make a fully informed decision regarding the number of days they will telework prior to re-entry. The Agency will normally waive any salary overpayments that may result from management errors made in this process (e.g., situations in which employees rely upon information provided and actions taken by management, in which the employee had no reasonable basis to know about the error).
17. Prior to re-entry at any installation, local management will conduct a staff meeting for all employees to go over the re-entry process, telework requirements and agreements, the contents of the Workplace Safety Plan, and other related matters. The local union representative will be invited to be present and participate in the meeting.
18. Prior to re-entry, local management will conduct a semiannual health and safety inspection, if one had not been done within the six months prior to re-entry, in accordance with Article 9 and AIMS. If the Agency intends to change any relevant provision of the AIMS during the life of this MOU, it will notify the General Committee Spokesperson of any change(s) in advance, and, if necessary, provide notice and bargain to the extent required by Article 4 and 5 U.S.C. 71.
19. As soon as possible after re-entry, local management will conduct fire drills and other safety exercises relevant to reoccupancy of an installation.

20. Nothing in this MOU waives any statutory or contractual rights of the Union, employees, or the Agency.

Executed: January 19, 2022

FOR THE UNION

RICHARD F. COUTURE Digitally signed by RICHARD F. COUTURE
Date: 2022.01.19 14:11:45 -05'00'

Richard F. Couture
AFGE Council 215

Angela Digeronimo Digitally signed by Angela Digeronimo
Date: 2022.01.19 14:19:25 -05'00'

Angela Digeronimo
AFGE Council 220

Beverly Parks Digitally signed by Beverly Parks
Date: 2022.01.19 14:29:34 -05'00'

Beverly Parks
AFGE Council 109

SHELLEY WASHINGTON Digitally signed by SHELLEY WASHINGTON
Date: 2022.01.19 14:35:46 -05'00'

Shelley Washington
AFGE Local 1923

BARRI BRYANT Digitally signed by BARRI BRYANT
Date: 2022.01.19 14:41:49 -05'00'

Barri Sue Bryant
AFGE Local 2809

SHAUN O'CONNELL Digitally signed by SHAUN O'CONNELL
Date: 2022.01.19 14:48:05 -05'00'

Shaun O'Connell
AFGE Council 224

GREGORY SENDEN GREGORY SENDEN
2022.01.19 13:56:03 -06'00'

Greg Senden
GC Notetaker/C215

FOR THE AGENCY

Laura Heigert Digitally signed by Laura Heigert
Date: 2022.01.19 14:23:24 -07'00'

Laura Heigert
Chief Negotiator

Bryan Castillo Digitally signed by Bryan Castillo
Date: 2022.01.19 14:18:00 -07'00'

Bryan Castillo
OLMER

Matthew Foley Digitally signed by Matthew Foley
Date: 2022.01.19 16:06:21 -05'00'

Matthew Foley
BFM

TONYA FREEMAN Digitally signed by TONYA FREEMAN
Date: 2022.01.19 14:36:51 -06'00'

Tonya Freeman
DCO

Adam Gower Digitally signed by Adam Gower
Date: 2022.01.19 16:12:47 -05'00'

Adam Gower
OPE

JAMES JULIAN Digitally signed by JAMES JULIAN
Date: 2022.01.19 15:55:57 -05'00'

James Julian
OHO

LEEANN STUEVER Digitally signed by LEEANN STUEVER
Date: 2022.01.19 15:47:02 -05'00'

LeeAnn Stuever
DCO

Letter of Intent

This Letter of Intent is related to the MOU agreed to by both parties regarding the Agency's November 05, 2021 Notice to the Union about the Social Security Administration's ("SSA" or "Agency") plan for a safe increased return of employees to physical workplaces ("Reentry Plan") and updated Workplace Safety Plan ("WSP 2.0").

Between March 1 to March 30, 2022, management will be available to meet with local union representatives upon request with submission of proposed discussion topics. Meetings will be informal in nature and will be scheduled at a mutually agreed upon time via technology. The meetings will not be for the purpose of renegotiating any matter agreed upon or resolved through the component-council process in paragraph 2 of the MOU, and be consistent with the MOU. If a duty to bargain arises, the Agency will provide notice and an opportunity to bargain, consistent with Article 4 and to the extent required by 5 U.S.C. 71.

This LOI does not relieve the Agency of its duty to provide notice and bargain when there is a duty to bargain as required by 5 U.S.C. 71, nor does it create a duty to bargain that does not otherwise exist.

TONYA
FREEMAN

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TONYA FREEMAN
Date: 2022.01.19
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LEEANN
STUEVER

Digitally signed by
LEEANN STUEVER
Date: 2022.01.19
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JAMES JULIAN

Digitally signed by JAMES
JULIAN
Date: 2022.01.19 15:57:18
-05'00'

Matthew
Foley

Digitally signed
by Matthew Foley
Date: 2022.01.19
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Adam
Gower

Digitally signed
by Adam Gower
Date: 2022.01.19
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Bryan
Castillo

Digitally signed by
Bryan Castillo
Date: 2022.01.19
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Laura
Heigert

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by Laura Heigert
Date: 2022.01.19
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