



Breaking News: **AFGE overwhelmingly** **ratifies contract** **changes.**

Approved provisions will secure fundamental rights through October 2029; significantly improve issues like training, child care, discipline, and workplace bullying; gives the Union new tools to work directly with Agency leaders to further improve working conditions and public service.



CONTRACT RATIFICATION

The Union and Agency reached an agreement to update our contract, create a new forum process for resolution of important employee issues, and extend the National Agreement through October 2029. **Employee rights will be protected at least through the next presidential term.** Additional articles can be reopened through mutual agreement at any time.

WHAT WE GAINED

Pre-decisional input on key topics like training, mentoring, bullying, child care subsidies, etc	TCA requests may include the home alternate duty station and locations outside the two-hour commuting area	Union-Management Cooperation Councils established to continue improvements for employees
Virtual details within and between Agency components for greater career options	Protection of official time for 6 years and electronic grievance filing	Duty time to read Agency emails, transmittals, etc. and complete Agency training
More accountability for the Agency's training programs	Weingarten meetings will be timely, notes will be provided, and employees will be notified of their rights to a union representative	Emergency backup care program for dependents by October 2024

And much, much more! Read the details [here](#).

With this victory, NOW is the time to fight for our Union brothers and sisters. We will focus on litigation, funding SSA's budget, increasing staffing levels, and building out our Union's ability to organize and engage. We are a united, strong Union, ready to fight for our members! We urge you to vote to ratify these amended contract articles.

We Have A Deal: Important Contract Updates

Good afternoon,

As you have seen from the joint statement from the Union and the Agency, the parties have reached an agreement that will make many positive updates to our contract, create a new partnership/forum process for resolution of important issues facing employees and the public, and extend the life of the National Agreement through October 2029, which will protect employee and union rights through the next presidential term.

Below is a summary of gains made:

Article 3 – Employee Rights:

- New definition of workplace bullying to better protect employees.
- When a manager holds a meeting and is aware that the meeting may result in disciplinary action, the manager will inform the employee of the subject matter of the meeting and of their right to have a union representative present.
- The Union normally will be given at least 2 workdays' notice of formal discussions.
- Employees will be entitled to and informed of their right to union representation when undergoing a fitness for duty exam.
- New employees will be introduced to the staff within the first week of their report-for-duty date.
- The Agency will provide duty time for employees to read emails such as Agency transmittals, Human Resource Internal Communications, and PolicyNet transmittal updates.

Article 16 – Training and Career Development:

- The Agency is responsible for ensuring all employees are provided time to attend and complete assigned training.
- The Agency will conduct follow-up surveys normally six (6) months after formal training classes, and results (respondent scores, comments, etc.) will be shared with the Union within 60 days after the administration of the survey.
- Future interactive training models will be a subject for UMCC processes under Article 29.
- More open solicitation and training of bargaining unit instructors for training classes. Potential "train the trainer" courses for specific components or positions can be addressed under Article 29 UMCC process.
- Agency acknowledges that duty time is appropriate for employees to complete and participate in an IDP.
- The Agency will advise employees of their right to request reasonable accommodation with respect to training.
- Removal of IVT broadcasts for training.
- Management will make every reasonable effort to ensure that the mentoring process is completed without interruption (e.g., scheduling sufficient blocks of time to allow for a mentor and an employee to meet to discuss casework and other work items, sufficient time for a mentor to review an employee's work).

- Continuing legal education and law license fee reimbursement.
- Future career development programs are a subject for agencywide or component level UMCC meetings under Article 29.

Article 20 – Child Care and Elder Care:

- Improvements to the lactation program section, including spaces must be shielded from view by video recording devices, and management will provide space with a lockable door and avoid using space that contains equipment like copiers, printers, etc. Space will be cleaned daily.
- 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 Agency will establish an emergency backup care program for dependent minors and/or adult dependent or disabled family members, subject to procurement procedures and available funds, to begin on or after October 1, 2024.

Article 23 – Disciplinary and Adverse Action:

- 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.

This closes a loophole in the existing timeliness language regarding initiation of discipline.

- Management will provide copies of notes taken during Weingarten investigations to the employee/representative as soon as possible after a Weingarten meeting.

Article 27 – Details:

- Temporary Compassionate Assignments (TCAs) – Employees may request an assignment to another SSA facility in a different geographic location, or, a temporary residence other than the employee’s Article 41 approved Alternate 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.
- New virtual details section to create additional detail opportunities within and between components.

Article 29 – Union-Management Cooperation Councils (UMCCs):

New partnership/forum process to replace the Union-Management Meeting at the agency and component-council levels. Meetings will be co-chaired and jointly run by union and agency leaders, rather than through a labor relations intermediary. Jointly-determined agenda items for pre-decisional involvement, with sharing of information, and understandings reduced to writing. Pre-implementation bargaining if issues remain after PDI. A sidebar including already agreed-upon topics like child care subsidy, future of interactive training, mentoring training, anti-bullying training, artificial intelligence, and career development programs. Additional items affecting employees can be added to agendas once meetings can be scheduled after ratification.

General:

- 2019 National Agreement extended until October 25, 2029.
- Extension of the January 23, 2023 Memorandum of Understanding (MOU) regarding eligibility of telework (e.g., probationary employees, trainees, employees with minor discipline, etc. can telework) until October 25, 2029.

In the coming weeks, the parties will be reviewing and proofreading the official ratification copies that you will be able to review as part of the ratification process, which will begin once the copies are transmitted to the Union. At that point, the Union will have 60 days to complete the ratification process, which will be done in accordance with each council's processes. If ratified, the contract changes will undergo agency head review prior to implementation.

It was a long road getting to this point, and we accomplished a great deal in a short eight-week period. I want to thank the Union's bargaining team for their hard work and dedication during this process (in no particular order): Barri Sue Bryant, Iris Rakowski, Angela Digeronimo, Beverly Parks, Shelley Washington, Brenda Carsten, John Pfannenstien, Edwin Osorio, and substitutes Dana Mitchell, Aaron McCoy, Leona Gray, and Djuwana Washington.

More information will follow soon. We look forward to getting this done, so that we can get to work in the UMCCs to build more employee benefits and public service improvements, and work through other processes to make further gains for our hard-working and deserving bargaining unit.

Thank you.

Rich Couture

Chief Negotiator

AFGE General Committee



TRUST EMPLOYEES

Federal employees, in a survey* administered by the non-partisan Partnership for Public Service, ranked SSA the *worst* place to work in the federal government. Employees are unhappy, don't feel empowered to make decisions or do their work, are being overwhelmed by their workloads, and are watching colleagues leave at alarming rates.

Despite the Agency's inability to manage its employees effectively, a survey** by the same organization found that the American public ranked SSA as the **second most trustworthy** federal agency, only behind the National Park Service. Make no mistake, the bargaining unit employees are the reason for this ranking.

SSA employees are working every day to solve problems, provide quality service, and deliver accurate payments for our most vulnerable citizens. We put service before self because we feel a call to public service. **We know this is an Agency by the people, for the people.**

*2022 Best Places to Work in the Federal Government Rankings

**Trust in Government • Partnership for Public Service

The employees are the heart of the Agency, appreciated and trusted by the American people. **Now is the time** for SSA to show its employees their gratitude for a job well done! **Now is the time** for SSA to listen to its employees and their union! **Now is the time** for SSA to negotiate our contract with the union in good faith. **Now is the time** that SSA agrees to the union's contract proposals because they serve as solutions to our current employee morale and attrition crisis. SSA workers and the American people deserve no less!

Coming Soon: petition to #supportSSAworkers

**PROPOSAL WILL STRIKE AND REPLACE THE CURRENT ARTICLE 29 IN ITS
ENTIRETY
ARTICLE 29**

SSA-AFGE PARTNERSHIPS

Consistent with 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 a partnership program between the AFGE SSA General Committee and senior SSA leadership, as well as between AFGE's councils, Local 1923, and Local 2809 and their respective SSA counterpart components.¹

Section 1. PURPOSE

The purpose of the partnerships is to design, implement, and maintain within SSA a cooperative constructive working relationship between labor and management to identify problems and craft solutions at their respective levels. To that end, the partners will make the investment necessary to establish an atmosphere of mutual respect and trust in accomplishing the Agency's mission. This includes open and honest communication with a view toward recognizing and addressing the interests of the partners.

Section 2. OBJECTIVES

In order to achieve this purpose, the partners agree to the following objectives:

¹ For the purposes of this agreement, the term "council" refers to Councils 220, 215, 109, and 224, as well as Locals 1923 and 2809.

(1) Improve the day-to-day operations of SSA's service delivery and help the leadership make better decisions than would be possible under traditional bargaining and consultation procedures.

(2) Ensure implementation of partnership concepts, which includes:

- a. Decision-making involvement on a pre-decisional basis to the maximum extent possible**
- b. Shared responsibility**
- c. Identification of problems from all sides**
- d. Achieve consensus about the nature of the problems and their integrative solutions whenever possible in a time-limited manner**
- e. Meaningful representation and participation at partnership discussions from both sides**
- f. Sharing of information which includes equal access to appropriate, timely, and confidential information**
- g. Forwarding recommendations to the Commissioner or component Deputy Commissioner (as appropriate), or making decisions when delegated authority to do so by the Commissioner or component Deputy Commissioner**

(3) Develop a framework within which management and the union at the agencywide, component, regional, and local levels can draft effective partnership decisions.

(4) Ensure that the process shall be interest-based; i.e., the legitimate needs and interests of all participants must be examined and understood before generating options.

(5) Ensure that options be developed jointly and tested against jointly held criteria.

(6) Identification of the method of alternative dispute resolution for an issue at the onset, in the event no agreement is reached.

(7) Identify training needed to accomplish partnership objectives.

(8) Ensure full implementation of Executive Order 14003 over all 5 U.S.C. 7106(b)(1) issues.

(9) Ensure that when legislatively or presidentially mandated deadlines require management to make decisions without consensus, the union retains all of its legal, contractual, and statutory rights.

Section 3. STRUCTURE

The agencywide partnership will be comprised of the twelve (12) members of the AFGE General Committee and twelve (12) senior executives representing Agency leadership. One member from each side shall serve as co-chairs.

Each component-level partnership will be comprised of the senior leadership from each party, including the component's deputy commissioner and the council's president and up to five (5) other participants each. One member from each side shall serve as co-chairs, and will rotate responsibility for chairing the meetings.

Section 4. COMMUNICATIONS

The partnerships shall foster cooperation and communication through timely sharing of all information that will affect the relationship of the partnerships. The parties will have equal access to information as appropriate and necessary. Information identified as confidential will be respected. The co-chairpersons shall be responsible for the distribution of all correspondence, etc., to all members of the partnership. The partnership shall establish an open line of communication that is available to all members of the partnership.

Minutes will be recorded at each meeting and distributed to each member prior to the regular meeting. Minutes from the prior session will be read and approved at the partnership meetings. All agreements reached by the partnership shall be distributed to each partnership member for review and comment prior to final signatures.

Meetings will be held monthly, on an agreed-upon schedule. Partnerships may meet in between regular meetings by mutual agreement, with the results reported at the next scheduled meeting. Meetings will be held in-person, with the Agency paying travel and per diem for all eligible participants consistent with federal travel regulations.

Section 5. Partnership Operation Process/Procedures

An issue can be proposed for partnership consideration by either the union or management.

Whether to accept and then jointly decide an issue within the partnership agreement will require a joint consensus decision at the outset.

83 When an issue is accepted for resolution by the partnership, the members will first agree
84 upon a time deadline and an appropriate alternative dispute resolution (ADR) process for
85 that issue, in the event no agreement is reached. If the parties do not wish to accept an issue
86 for consideration, these matters will be handled under collective bargaining procedures
87 using interest-based techniques.

88 Issues that have been accepted for resolution will be discussed in good faith, using interest-
89 based discussions in the search for an integrated solution that will be based on the
90 legitimate interests of all the parties. Every effort will be made to reach a consensual
91 agreement with the agreed-upon timeframe, and to avoid framing the issue into a rights-
92 based bargaining dispute. The parties agree that every effort should be made to avoid
93 disputes over whether a proposal is non-negotiable because it conflicts with management or
94 union rights. Rather, the parties shall focus on the intent of the proposal and on ways to
95 reformulate it in a manner that does not result in conflict.

96 The Agency shall provide duty time to union participants for all activities referenced in this
97 agreement. Once in-person meetings resume, union participants who travel to engage in
98 activities referenced herein will be provided with travel and per diem reimbursement by
99 the Agency in accordance with travel regulations.

100 Section 6. Regional Component Partnership

101 When a component/council partnership agree that a regional component partnership could
102 be effective, such partnerships will be initiated and given appropriate technical and
103 training assistance. Regional managers and AFGE leadership may also decide to establish
104 intercomponent regional partnerships. Regional partnerships will follow similar

procedures to the partnerships, except that the applicable partnership(s) will retain the right to review any final regional agreements to ensure that they are consistent with the goals and responsibilities of the parties.

Section 7. Local Engagement

The parties agree that regular and ongoing communication between local management and local union representatives is necessary to ensure a more cooperative atmosphere, improve employee morale, and improve public service at the local office level. To that end, local management and local union representatives shall meet to discuss issues and proposals related to workloads, staffing, and other workplace matters on at least a monthly basis for the purpose of reaching consensus on such issues.

Section 8. Training

The parties agree for this process to succeed, all participants require training. Therefore, joint training will be provided to all partnership participants on partnership processes and on 5 USC 7106(b)(1) negotiations. Such training will cover cooperative problem-solving techniques, interest based bargaining, and alternative/consensual dispute resolution processes. Such training will be provided by a vendor and be concluded by the end of 2023. The parties agree this training will need to be conducted on a continuing basis to reflect new approaches and to meet the training need of new participants to the partnerships. The parties will discuss additional training needs to promote dispute avoidance and resolution at all levels.

Article 27

Details

Section 1. Definitions

A detail is the temporary assignment of an employee to a different position or function, or perform the duties of the same position at a different duty station for a specific period, with the employee returning to his/her 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 Administration 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. **Management will not utilize successive details to circumvent open competition.**

21 **Section 4. Higher Graded Duties**

22 Those details to higher graded positions or to positions with known promotional potential which
23 require competition will be handled in accordance with Article 26.

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25 **Section 5. Lower Graded Duties**

26 Should the requirements of the Employer necessitate an employee being detailed to a lower-
27 graded position, it will not adversely affect the employee's ability to bid for any job for which the
28 employee would have been eligible had the employee not been detailed to the lower graded
29 position.

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31 **Section 6. Union Officials**

32 Management will make a reasonable effort to avoid placing Union officials on details that would
33 prevent Union officials from performing their representational functions. The Employer agrees to
34 notify the union prior to placing Union Officials on details away from their official duty stations.

35 **Section 7. Reassignments**

36 When an employee is non-competitively reassigned to a different position, the employee will be
37 given a reasonable period, as determined by management, in which to become proficient. If he or
38 she cannot attain satisfactory performance, management will consider reassigning the employee
39 back to the previous position or a new position at the same grade level. **The Agency will not**

circumvent the requirements of Article 16 when determining appropriate training or time to become proficient.

Section 8. Assignment of Duties for Medical Reasons

Upon request, the Administration will make a reasonable effort to assign limited duties to an employee who is temporarily unable to perform the full range of his/her assigned duties because of medical reasons. The Administration 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 can be done electronically or by bulletin board posting, whichever is available in the area of solicitation.

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 who volunteered for the detail.
- G. If an insufficient number of candidates apply for the detail, the agency will use inverse seniority 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, **including an ADS, which may or may not be** in a different geographic location for up to 60 days based on a temporary personal situation (e.g., **personal illness**, illness of parent/**family member**, etc.). **If assigned to another SSA facility, the employee may be assigned work for their original official duty station.** The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s)/**ADS location** for the assignment, and the anticipated length of the assignment.

Assignment approval is at the discretion of management **will be approved unless the employee**

fails to provide documentation of temporary personal situation. The Agency will incur no costs from temporary compassionate assignments. An employee may request additional time under these same conditions.

Section 11. Virtual Assignments

A. The term “virtual assignment” refers to full-time assignments, details, appointments, etc. in which an employee performs work for another office, component, or subcomponent outside of their own official duty station (ODS).

B. The Agency agrees to provide a briefing with the appropriate union body (e.g. General Committee, council, etc.) before establishing new virtual assignment units or positions and will provide notice and bargain to the extent required by 5 U.S.C. 71.

C. Where applicable, the Agency will solicit and select employees for virtual assignments, consistent with Article 26 and this Article.

D. For virtual assignments, official duty stations (ODS) will be the installation at which the employee was physically located when selected for the virtual assignment in question.

E. In accordance with Article 19, Section 2.E, AFGE bargaining unit employees in virtual assignments will be included in ODS seat selection processes in the event of a space action or a seat vacancy occurs. Consistent with bona fide operational needs and subject to management approval, virtual employees may use local facilities and services, and participate in local activities, at or related to the ODS.

F. AFGE bargaining unit employees in virtual assignments will not be counted with other ODS employees for leave rosters (if applicable), in-office coverage (e.g., front desk, mail, and phone duties), or telework coverage requirements.

G. The appropriate union official at the appropriate level will advise the Agency of designation of union representation and membership of AFGE bargaining unit employees in virtual assignments.

H. Arbitration hearings will be held consistent with Article 25, Section 5.E of the NA. For the purposes of this section, regarding any employee grievance, the employee's ODS will be considered where the dispute arose.

I. When there is a change in conditions of employment that requires notice or a formal discussion will be held that affects AFGE bargaining unit employees from more than one AFGE local/council, the Agency will provide appropriate advance notice to the appropriate union official at the appropriate level.

J. AFGE bargaining unit employees in a virtual assignment normally will be supervised by management for the virtual assignment for routine personnel matters such as work assignments, performance appraisals, and leave requests/rosters. ODS management normally will not be involved in routine supervision of AFGE bargaining unit employees in a virtual assignment.

K. AFGE bargaining unit employees in a virtual assignment can contact the servicing personnel officer that serves their respective virtual assignment location.

130 L. Management will advise AFGE bargaining unit employees in a virtual assignment of
131 the appropriate contact to speak with an EEO counselor in writing upon appointment
132 to the virtual assignment.

133
134 M. Employees in virtual assignments will follow the appropriate provisions of Article 10,
135 including eligibility for overtime, credit hours, alternative work schedules (AWS), and
136 flex time. Employees in a virtual assignment will follow the flex band of the virtual
137 assignment office, subject to the employee's time zone. For in-office days, if the virtual
138 assignment location has an earlier flex band than the ODS, the employee may begin
139 work at the ODS at the earlier time if management has designated the employee as an
140 officer-in-charge, subject to the employee's time zone.

141
142 N. Management will schedule mandatory meetings and trainings to minimize interference
143 with the use of the morning flexible band and lunch bands.

144
145 O. Management will continue to follow the provisions outlined in Article 41 or any
146 subsequent agreement between the parties regarding telework, including eligibility for
147 telework for AFGE bargaining unit employees in virtual assignments. Normally,
148 employees in telework-eligible positions who are on virtual assignments will be granted
149 full telework for the period of the assignment.

150
151 P. If a virtual assignment location closes for reasons such as weather, safety, or systems
152 issues, the Agency will timely notify affected AFGE bargaining unit employees of the
153 closure, relevant information about the closure, and any effect the closure will have on
154 their work.

155
156 **Q. If an ODS closes for reasons such as weather, safety, or systems issues, the Agency will**
157 **timely notify affected AFGE bargaining unit employees in virtual assignments of the**
158 **closure, relevant information about the closure, and any effect the closure will have on**
159 **their work. The Agency will follow Article 31, Section 3 if Weather and Safety leave is**
160 **applicable.**

161
162 **R. To the extent that an office is negatively affected by the selection of an AFGE**
163 **bargaining unit employee(s) to a permanent virtual assignment, a vacancy will be**
164 **posted and filled subject to availability and funding. Also, the Agency will give serious**
165 **consideration to posting and filling vacancies to positions lost by an office to long-term**
166 **virtual assignments in excess of 120 days.**

167
168 The Agency agrees to incorporate the Hardship Reassignment Process MOU dated May 21, 2015
169 and the General Availability MOU dated May 21, 2015 into the National Agreement.

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. **Management will give serious consideration to using remedial, non-disciplinary methods to address concerns (e.g., training) before using disciplinary measures.** 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 7B file or electronic equivalent for up to one year. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

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25 **Section 2. Timeliness of Discipline**

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27 If the Agency feels that disciplinary or adverse action is necessary, such action will be initiated
28 timely after the offense was committed or made known to the Agency, **normally within**
29 **fourteen (14) days after the conclusion of any investigation. If the action is not initiated**
30 **within fourteen (14) days after the conclusion of any investigation, the Agency will disclose**
31 **the reasons for the delay to the employee and, if represented, the employee's**
32 **representative. Delays beyond 14 days shall only be for exigent circumstances.**

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35 **Section 3. Definition of "Day"**

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37 For the purpose of this Article, the word "day" means calendar day unless otherwise specified.

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40 **Section 4. Investigations**

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42 A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse
43 action. **Copies of investigation questions will be provided to the employee and, if**
44 **represented, the employee's representative at the outset of the investigatory meeting.**

45

B. If the Agency conducts an investigation, the Union's right to be present will be in accordance with 5 USC 71 and Article 3 of this Agreement.

C. If the Agency decides to conduct an investigation, the investigation will normally begin no later than seven (7) days after the Agency became aware of the alleged misconduct. If the investigation does not begin within seven (7) days after the Agency became aware of the alleged misconduct, the Agency will disclose the reasons for the delay to the employee and, if represented, the employee's representative. Delays beyond seven (7) days shall only be for exigent circumstances.

D. The Agency shall provide its investigation notes to the employee and, if represented, the employee's representative as soon as possible after the investigation meeting so that the employee/representative can review the notes for accuracy and to provide additional information or rebuttal.

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-7B Extension File or electronic equivalent and the Official Personnel Folder 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 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 his/her 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.

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94 B. The employee will be given a reasonable amount of duty time to prepare and present a
95 response to the proposal. Oral presentations will normally be conducted face-to-face with the
96 deciding official if the employee and the deciding official are co-located. If the employee
97 and deciding official are not co-located, management will determine the method by which the
98 oral presentation will be conducted with consideration given to the employee's preference.

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100 C. After considering the employee's response, the Administration will issue a written decision.
101 Normally the deciding official will be at a higher level of management than the proposing
102 official.

103

104 D. If the decision is unfavorable to the employee, the decision may be grieved, beginning with
105 the last (pre-arbitration) step of the grievance procedure.

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107 E. **Decisions shall be held in abeyance pending the outcome of any grievance/arbitration**
108 **disputing the action.**

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111 **Section 7. Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction-**
112 **in-Pay, and Furlough of 30 Days or Less**

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114 A. An employee against whom such an action is proposed is entitled to:

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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, management will determine the method by which the oral presentation will be conducted with consideration given to the employee's preference.

C. After receiving the employee's response, the Administration 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 effect 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 his/her option at such time as the employee 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.

F. Decisions shall be held in abeyance pending the outcome of any grievance/arbitration disputing the action, except for indefinite suspensions.

Section 8. Request for Information

If requested by the employee or his/her 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. In addition, 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 Administration will not unreasonably deny a request for extension of the time to respond to proposals. **In situations involving a pending request for information covered by Section 8, above, and 5 U.S.C. 7114(b)(4), the Agency will grant extensions of at least twenty-one (21) days from the date the requested information is provided to the employee and, if represented, the employee's representative.**

Section 10. Notice to Union

The Agency will provide the Union, quarterly, a sanitized copy of all reprimands ~~and proposals,~~ **decisions, arbitration decisions, and settlements** of ~~more serious~~ disciplinary/adverse actions.

Article 20

Child Care and Elder Care

Section 1. Policy and Purpose

This article addresses the child and elder care needs of SSA employees. 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. SSA, hereafter referred to as 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 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.

It is the Agency's intention to utilize available funds derived from recycling to foster local solutions to child care needs.

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~~ will include topics such as children's wellness, family resources, parenting challenges and solutions, and resources regarding the agency's childcare centers nationwide.

Consistent with 5 C.F.R. Part 792, Subpart B, "Agency Use of Appropriated Funds for Child Care Costs for Lower Income Employees," the Agency will establish a child care subsidy program for AFGE bargaining unit employees at SSA. Negotiations to establish the program will begin within 60 days from the effective date of this paragraph, and will be conducted consistent with Article 4 and 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, 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, **telework**, 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 topic for partnership under Article 29.**

Section 8. Lactation

The parties agree to provide support for lactating mothers. ~~To the extent required by law, a~~
A lactating mother must be granted reasonable time to express breast milk for her nursing child
each time she 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. **To better facilitate this process for**
employees in telework-eligible positions, the Agency will liberally approve episodic
telework for up to one (1) year from the date of the child's birth to allow for nursing
mothers to express milk in the privacy of their own homes with minimal disruption to the
performance of their agency duties.

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 mothers to express breast milk. As an exception to the provisions
of Article 10, Appendices A and B, nursing mothers 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 and
free from intrusion from co-workers ~~and~~ the public, **and video/recording devices** which may
be used by an employee to express breast milk. This onsite, private location, ~~should~~ **will** afford a
comfortable environment for the nursing mother and contain a **lockable door**, small table, a
comfortable chair, and one electrical outlet. **Space cannot contain sensitive equipment like**
servers, copiers, printers, etc. There should be a sink nearby if one is not located in the room.
The Agency will provide a mini-fridge for dedicated storage of expressed milk. The mini-

fridge may be used for other storage when not in use for this purpose. Ideally, the mini-fridge will be in the dedicated lactation space. The space will be cleaned frequently, at least daily. Cleaning supplies and disinfectants will be provided for use by mothers to clean their equipment, etc. after use. Space can be made available for other use if there are no lactating mothers in their lactation period. In circumstances where the agency facility, due to its size and configuration, cannot fulfill the above criteria to accommodate nursing mothers, requests for episodic telework in accordance with Article 41, Section 5.B.2 will be approved for the duration of the lactation period.

Employees will not be required to sign an SSA Lactation Program Agreement to use agency space for lactation purposes. However, employees may be requested to sign an acknowledgement statement regarding use of an agency health unit facility for lactation purposes.

Employees who wish to express breast milk at the workplace will be informed of these provisions.

Section 9. Elder Care

The agency will provide information on elder care issues such as nursing homes, home health care agencies, assisted living facilities, elder law, financial counseling and medical advice on an Agency website.

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 the **satisfactory** performance of their assigned duties. **The Agency is also responsible for ensuring that employees receive reasonable time necessary to properly complete training, including but not limited to formal training classes, reading/development time, transmittal and policy updates, etc.**

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.

On at least an annual basis, the Agency will advise employees with disabilities of their right to request reasonable accommodations with respect to any training, mentoring, or career development programs covered by this Article, and encourage employees to submit such requests as soon as possible prior to participating in any such programs in order to best accommodate them. Employees will not be retaliated against for requesting a reasonable accommodation for training, mentoring, and career development programs.

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 six (6) months after the conclusion of the formal**

training class. Results will be provided to the appropriate Union official within 30 days after the administration of each survey.

E. The parties agree that the most effective method for technical job-related training is a live interactive training class. Recognizing that in-person training may not be possible due to budgetary or other bona fide business reasons, the Agency will utilize two-way meeting technology (e.g., Microsoft Teams) to approximate the live in-person interactive training experience to the maximum extent possible. The parties agree that training via meeting technology is a portable function that would not preclude teleworking during training. The parties agree that some training topics may require employees to report to their official duty station or other training location for onsite training due to the nonportable nature of the particular training topic (e.g., face-to-face interviewing). Thus, training classes can be a combination of technology and onsite learning. Class sizes should be no larger than fifteen (15) employees. The parties agree that non-interactive media (e.g., Video On Demand [VOD]) are not appropriate for extended training classes (e.g., initial training classes) or for training involving highly technical, complex subjects.

F. The parties hereby establish a new process for openly soliciting, training, and certifying qualified employees to serve as trainers/instructors for technical job-related training.

- 1.** At least once per fiscal year, each component will solicit employees to express interest in training to become a certified trainer/instructor for technical job-related training for positions in their component. Employees must at least be in a journey-

level position for the position they wish to instruct, or in a similar technical expert or lead position above the position they wish to instruct, and have at least a Level 3 performance appraisal. Interested qualified employees will be placed on a “train the trainer” roster for their respective components/positions.

2. At least once per year, each component will hold at least one (1) round of “train the trainer” sessions using meeting technology (e.g. Teams). Each session should include no more than ten (10) participants. “Train the trainer” instructors should be highly experienced, knowledgeable employees with significant training class instruction experience. Curriculum should include subjects such as classroom instruction techniques, understanding different methods/ways of learning, teaching to trainees with disabilities, mock training classes and presentations on position-specific subject matter, use of technology in instruction, etc. Employees who successfully complete this process will be certified as trainers/instructors for the position(s) in question, and will be eligible to teach technical job-related training courses.

3. Employees who do not successfully complete a “train the trainer” course may resubmit their interest at the next solicitation.

4. The content of component- and position-specific “train the trainer” courses is a subject for Article 29 processes.

G. Employees assigned to training as a duty, as an instructor or as a trainee, shall not be assigned any other duties during the training course period, so as to allow employees to focus on the training process without distraction. When possible, a temporary

**promotion will be offered to allow a lower-graded employee to temporarily cover a
trainer/instructor's position during the training period.**

Section 4. ~~Career Development~~ Individual Development Plans (IDP)

Among other programs, career development for individual employees shall be encouraged
through establishment of an Individual Development Plan (IDP).

A. The administration 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. 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.

Employees will receive reasonable duty time to engage in IDP activities.

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

Section 5. Training Programs

A. The Administration 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, and the nomination procedures. The Administration 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 any, 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 Committee

A. The Agency and the Union have agreed to continue the National Training Committee (NTC). The purpose of the NTC 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 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 be~~ **will be** an appropriate subject for discussion ~~at the Union Management Meeting~~ **under Article 29, particularly for component- and position-specific issues.**

~~Section 7. IVT~~

~~IVT consists of a one-way, point-to-multi point satellite video network and interactive distance learning response system that creates a virtual classroom which allows instructors at one site to simultaneously train hundreds of trainees elsewhere. The agency is committed to ongoing evaluation and improvement so that all participants receive effective training. Neither party waives its statutory rights regarding IVT.~~

~~Management will ensure that employee questions arising from an IVT broadcast will be answered in a timely manner.~~

Section 8 7. Technical Mentoring

A. Technical Skills Mentoring is defined as providing appropriate on the job assistance to employees new to particular jobs **to ensure that they are fully prepared to successfully perform the essential functions of their positions, consistent with their developmental position descriptions.**

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

C. Management will make every reasonable effort to:

1. **Openly solicit and** allow interested employees who are qualified to volunteer in the mentoring process. Where management believes 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.

- 203 4. **Provide appropriate training to new mentors to prepare them to serve in that**
204 **capacity, and provide an orientation period for the mentor and mentee to get to**
205 **know each other in that capacity.**

- 206
207 D. Management recognizes that mentoring ~~may~~ **will** consume a portion of the mentor's time and
208 ~~consideration will be given to adjusting workloads as deemed necessary~~ **workloads and**
209 **work goals/expectations will be adjusted as necessary.**

- 210
211 E. The mentoring phase of training is a learning period that enables employees to become
212 familiar with their new assignments. Management realizes that there is a learning curve in
213 the mentoring process **for the mentor and the employee.** The mentoring process should
214 ideally involve three-way ongoing communication among the technical mentor, the employee
215 and management. **Management will not place an arbitrary time limit on the mentoring**
216 **phase.**

- 217
218 F. Management recognizes the importance of continuity and will make every reasonable effort
219 to ensure that the mentoring process is completed without interruption, **including but not**
220 **limited to scheduling sufficient blocks of time to allow for a mentor and an employee to**
221 **meet to discuss casework and other work items, sufficient time for a mentor to review**
222 **an employee's work, etc.**

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

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228 **Section 9 8. Training Expenses**

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230 When training is approved, the Administration will pay costs of tuition, required textbooks and
231 other expenses as appropriate, and may pay travel costs, subject to travel regulations and fiscal
232 considerations. If travel funds are not authorized and the training would otherwise be approved,
233 the employee will be notified and given the option of attending the training without travel
234 reimbursement. When management approves the scheduling of training during the employee's
235 basic workweek, duty time may be approved for training, unless the training is deferred or
236 cancelled.

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239 **Section 10 9. ~~Administrative Leave for Certification~~**

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241 Employees, (i.e., attorneys who are members of the bar (state, territory or District of Columbia),
242 nurses, and physicians) who are required to earn continuing education credits to maintain
243 certification and/or licensure related to the employee's job series will be granted administrative
244 leave, not to exceed 10 hours in any one calendar year to maintain such certification or licensure.
245 ~~The agency will not incur any costs for such training.~~ **The Agency will reimburse employees**
246 **up to \$300 annually for continuing education courses.** Administrative leave for continuing
247 education training must be requested by the employee and approved in advance by Management,

248 subject to workload considerations and applicable government-wide laws and regulations
249 regarding administrative leave.

250 **The Agency will reimburse employees for up to \$200 annually to cover costs (e.g. bar**
251 **license dues) associated with maintaining licenses and certifications covered by this section.**

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253 **Section 10 Career Development Programs**

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255 **In addition to the IDP, the parties shall develop additional career development programs to**
256 **improve career mobility for interested employees through Article 29 processes, including**
257 **but not limited to programs between components, programs between subcomponents, etc.**

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Article 3

Employee Rights and Benefits

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. The agency will provide information on “Bullying in the Workplace” including examples on the OHR website. **The definition of bullying is severe or pervasive conduct that negatively impacts an employee’s working conditions, regardless of protected class status. The Agency will provide anti-bullying training to all employees annually.**

Management shall not subject a bargaining unit member to abusive supervision as defined by this Agreement. Abusive supervision is conduct by a supervisor that a reasonable bargaining unit member would find hostile and unrelated to an employer’s legitimate business interests. In considering whether abusive supervision is present, the severity, nature, and frequency of the supervisory conduct must be weighed. Abusive supervision may include, but is not limited to: repeated infliction of verbal abuse such

as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; severe harassment, including that based upon sex, race, ethnicity, age, disability, or sexual orientation; unreasonable work demands; defamation; public embarrassment; or the sabotage or undermining of a person's work performance and/or reputation with coworkers. A single act normally will not constitute abusive supervision, but an especially severe and egregious act may meet this standard.

Management shall make every possible effort to address the impact of bullying and/or abusive supervision at the earliest possible opportunity, including but not limited to the investigation phase. Examples of such efforts include but are not limited to administrative leave or reassigning the alleged perpetrator(s) to another office pending the outcome of any investigation/subject to any findings of bullying/harassment/abuse; placing the harmed employee(s) on full telework or other favorable detail/assignment so as to mitigate the harm of continued exposure to bullying/harassment/abuse; reassignment of a supervisor to a non-supervisory position; etc.

The parties agree to establish a joint union-management taskforce to triage allegations of bullying, to conduct joint investigations of meritorious allegations, to provide resources and support to the alleging victim, and to make recommendations for positive, restorative resolutions to these situations. The parties will establish this procedure through the agencywide Article 29 process within 30 days of implementation of this paragraph.

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70 B. The Employer agrees to annually inform employees of their rights under 5 U.S.C.

71 7114(a)(2)(B) (Weingarten Rights) through an electronic transmission which contains a link

72 to the OPE Web site.

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74 C. SSA will make every reasonable effort to provide lockable secure storage for appropriate

75 personal belongings. Any search of this storage or a desk/workstation, excluding searches

76 conducted by the Office of Inspector General or other law enforcement officials, must be

77 done in compliance with applicable Agency-wide procedures/policies. If the Agency decides

78 to modify existing Agency-wide procedures/policies, it will provide appropriate notice to the

79 union and the opportunity to bargain to the extent required by 5 USC Chapter 71. When new

80 furniture is installed, employees will be provided lockable, secure space for personal

81 belongings.

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83 D. Management will make reasonable efforts to provide in-office security to protect employees'

84 personal belongings. Employees will exercise reasonable care to protect their personal

85 belongings and will minimize the number of personal items brought to the office. Upon

86 request, management will instruct employees on filing a claim for reimbursement under 31

87 U.S.C. 3721 and will make forms available in case of loss.

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89 E.

90 1. SSA will make every reasonable effort to conduct discussions between supervisors and

91 employees, other than routine work related conversations, in private.

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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, given an opportunity to contact and discuss the matter with his/her Union representative, and permitted the right of representation in such discussion.**
- F. All employees who are new to a facility will be introduced to the staff **within the first week from their report-for-duty date. Introductions shall be conducted via technology, in-person, or 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 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. 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 Administration 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. **Management will not actively solicit complaints about an employee from any source.**

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 will provide sufficient reading time for employees to read any personnel policy document such as the APR that the Agency expects employees to understand and follow.

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 or her 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 in the presence of a management official. 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.

4. SSA will be prohibited from using records that have been, or should have been, timely purged from 7B files in any personnel actions.

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- 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.

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Section 5. SSA-7B Extension File

- A. Except as specifically authorized by this agreement the SSA-7B Extension File, or electronic equivalent, 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 in any case 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, location and purpose of their SSA-7B Extension File or electronic equivalent. Employees shall be notified and given a copy of any material placed in the SSA-7B Extension File or electronic equivalent within three (3) working days. Employees should acknowledge receipt by signature. 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-7B file or electronic equivalent, 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.

E. Any record that has not been disclosed to an employee on a timely basis and placed in any file authorized by law, government wide regulation and this contract, cannot be used in either a disciplinary or adverse action or performance based action.

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 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 by the end of the work day that the request was made. If management cannot accommodate the employee's request, the employee will be allowed to meet with

his/her union representative the next work day. 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 purpose of the meeting. If an employee reasonably believes that the event may result in a disciplinary action against him/her, he/she may request union representation.~~ **When the Agency conducts an interview of an employee and the employee is the potential recipient of any form of discipline or adverse action, the Agency shall advise the employee of his/her right to union representation in writing prior to commencement of questioning. This notice shall be on a form that the employee signs at the beginning of the interview and is witnessed by the investigating agent. Once an employee chooses to exercise this right by requesting representation, no further questioning or action will take place until a union representative is present (including via technology), provided no unreasonable delay occurs. The union representative cannot answer for the employee. This does not apply to routine work related conversations, unless the conversation becomes investigatory in nature, in which case management must cease the conversation until such time as they follow the procedures in this article.**

1. If the employee exercises his or her option to have union representation present, the employee will have a reasonable period of time to secure Union representation, of no less than three (3) workdays.

2. The arrangements made to accommodate Union representation in subsection 1 may not cause an unnecessary delay prompting an obstruction of the Agency's investigation.

3. Where a representative of the Agency denies an employee the opportunity to be represented by the Union during an interview, the employee will, upon request, be provided with the reason for the denial in writing.

4. Interviews that continue beyond the employee's regular duty hours shall constitute hours of work and be compensated for by the Agency.

5. Management will provide the notes from any such meetings to the employee and union representative within five (5) working days from the date of the meeting.

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.

D.

1. The Administration 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. The Administration will also provide the Union with an advance written copy of the survey results as soon as possible after completion. If the 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., IVT, 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 **of at least 10 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. Investigation Procedures and Notice Rights

- 1. An employee being interviewed by a representative of the Agency, in connection with either criminal or non-criminal matters, has certain entitlements/rights regardless of who is conducting the interview.**
- 2. When the Agency knows in advance that it is going to conduct an interview of an employee, the Union will be informed where and when the interview will take place and general subject matter of the interview.**
- 3. Absent extenuating circumstances, interviews will be conducted at the employee's worksite.**
- 4. Employees and union representatives acknowledge their responsibilities when participating in investigative and administrative interviews under this section.**
- 5. Agency representatives will also act in a professional manner when conducting investigative and administrative interviews under this section.**

- 366 **6. When an employee is interviewed by the Agency, and the employee is the**
367 **subject of an investigation, the employee will be informed of the general**
368 **nature of the matter (i.e. criminal or administrative misconduct) being**
369 **investigated and be informed whether or not the interview is related to**
370 **possible criminal misconduct by him or her. This notice shall be on a form**
371 **which the employee will sign and date at the outset of the interview.**
- 372 **7. Prior to beginning interviews with employees who are being interviewed as**
373 **complainants or as third-party witnesses, the Agency will notify employees of**
374 **their right to union representation, and will provide them with a form which**
375 **shall be signed and dated by the employee and management at the outset of**
376 **the interview.**
- 377 **8. When an employee is being interviewed by an SSA investigative official and**
378 **criminal charges against the employee are being considered, the employee**
379 **will be informed that criminal misconduct is involved and will be advised of**
380 **his/her right to be represented by an attorney and/or the Union at the**
381 **interview and the right to remain silent. When an employee is subject of a**
382 **criminal investigation, the employee shall be given a statement of his or her**
383 **constitutional rights in writing on a form prior to commencement of**
384 **questioning. The employee shall sign the statement of rights and indicate if**
385 **(s)he is waiving these rights.**
- 386 **9. Beckwith Rights: In a non-custodial interview involving possible criminal**
387 **matters, an employee will be advised in writing of his/her rights and the**
388 **consequences of refusing to answer the questions posed to him/her on the**

grounds that the answers may tend to incriminate him/her. This notice shall be on form that the employee signs and dates prior to the commencement of questioning.

10. Kalkines Rights: In an interview involving a possible criminal matter, where prosecution has been declined by appropriate authority, an employee will be required to answer questions only after the Agency representative has provided the employee with appropriate assurances. Prior to requiring an employee to answer under such circumstances, the Agency representative shall inform the employee that his/her statements concerning the allegations during the interview cannot and will not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for any false answers given during the interview. This notice shall be on a form which shall be signed and dated by the employee at the outset of the interview.

11. In any interview where the employee is not the subject of a criminal investigation, or when an employee has been advised of his or her rights under subsection 10 above, the Agency representative has the authority to inform the employee that:

(a) The employee must disclose any information known to him concerning the matter investigated;

(b) The employee must answer any questions posed regarding any matter which has a reasonable relationship to matters of official interest and may

properly refuse to answer questions regarding matters
in which the Agency has no official interest;

(c) The employee's failure and refusal to answer such
questions may result in disciplinary or adverse action;
and

(d) A false answer to any such questions may result in
criminal prosecution.

(e) The employee may discuss the matters raised in the
interview with the Union but not with other employees
until the investigation is complete.

12. When an employee refused to answer a question in accordance with this
section, the Agency representative shall inform the employee of his or her
obligation to answer.

13. A. When the person being interviewed is accompanied by a representative
furnished by the Union, in both criminal and non-criminal cases, the role of
the representative includes, but is not limited to the following rights:

1. To clarify the questions;
2. To clarify the answers;
3. To assist the employee in providing favorable or extenuating facts;
4. To suggest other employees who have knowledge of relevant facts;
5. To object to irrelevant, loaded, or leading questions, and
6. To advise the employee, and to take caucuses as necessary.

B. However, a union representative may not disrupt an investigation by transforming the interview into an adversarial contest.

C. A copy of the statement made by the employee will be routinely given to the employee and the representative.

14. At the conclusion of an investigation governed by this section which does not result in the proposal of any criminal or administrative action, finding of harassment, or other dismissals or dispositions, the Agency will notify the affected employee of that fact.

15. At the conclusion of an investigation, copies of all documents created by management in the course of the investigation shall be provided to the employee, and if represented, the representative, subject to applicable laws and regulations.

H. 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 terminations 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.

I. 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.

J. 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.

K. 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.

479

480 **Section 7. Voluntary Activities**

481

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

487

488

489 **Section 8. Outside Activities**

490

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

494

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

499

500

501 **Section 9. Timely and Proper Compensation**

502

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

507

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

511

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

515

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

519

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

523

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

- 525
- 526 a. Employee not paid by the scheduled Tuesday payday due to an administrative
- 527 error or to delay in processing;
- 528
- 529 b. Non-receipt of wire transfer by a Financial Institution.
- 530
- 531 4. An emergency employee payment will not be issued in the following situations:
- 532
- 533 a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel
- 534 advance, salary overpayment, etc.);
- 535
- 536 b. Employee has resigned or transferred out of SSA.
- 537
- 538 5. At the time the emergency payment is issued, the Agency will obtain a promissory
- 539 repayment agreement from the employee who is missing his/her full compensation and
- 540 to whom the emergency payment is made. The repayment agreement will state:
- 541
- 542 a. that the employee has not received the payment;
- 543
- 544 b. that the employee is liable to repay the emergency payment to the Government
- 545 within 3 days of receipt of a salary payment, i.e., the original payment or any
- 546 replacement salary payment, whichever is received first;
- 547

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 Orientation

A. Goal of Employee Orientation

The Orientation Program will provide employees with information regarding their rights, benefits, roles and responsibilities as employees of the Agency, **as well as their right to union representation and membership, plus contact information for their AFGE local president. Management will provide timely notice to the appropriate AFGE local president or their designee of the names, positions, duty stations, and start dates for new employees. To assist management with that goal, the Union agrees to provide updated contact information to the Agency as soon as possible.**

B. Notification and Information

1. The Agency will determine the length, contents, agenda ~~(including length of presentations)~~ and delivery method of the orientation **consistent with this section.** ~~If management in the PSC chooses to use a formal agenda, Management will normally~~ include the Union on the agenda for purposes of addressing new bargaining unit employees **during the orientation. Email or other non-interactive media will not be used for orientation purposes or to bypass holding orientation sessions.**

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

3. The Union will be notified in advance of the scheduled dates for required formal employee orientation programs, normally not less than ten (10) days prior to the orientation session.

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

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

Section 12 Student Loan Repayment Benefits

The Agency shall participate in the Federal Government's student loan repayment program, as provided by 5 U.S.C. 5379 and 5 C.F.R. Part 537, for the purpose of retaining and recruiting AFGE bargaining unit employees with eligible federal student loans. Within 60 days from the effective date of this paragraph, the Agency will provide the Union with its proposed implementation plan and an opportunity to bargain over the impact and implementation of that proposed plan. Bargaining will be handled consistent with Article 4 and 5 U.S.C. 71.

Section 13 Competitive Grades

For employees assigned to perform major workloads in each component, entry-level grades shall be no less than GS-7 and shall rise to at least a GS-10 on any career ladder.

Employees assigned to perform major workloads in each component in journey-level positions graded higher than GS-10 as of the effective date of this paragraph shall be assigned at least one grade higher (e.g., GS-10 to GS-11, GS-11 to GS-12, GS-12 to GS-13, etc.). The Agency shall take all necessary steps to implement this paragraph within 90 days of its effective date.

Section 14 Remote Work

Within 30 days from the effective date of this paragraph, the Agency will provide the Union with notice and opportunity to bargain over all negotiable matters relating to the implementation of a remote work program at SSA. Bargaining will be handled consistent with Article 4 and 5 U.S.C. 71.

Section 15

Any benefits available to employees in other SSA bargaining units, or non-bargaining unit employees, shall be made available to AFGE bargaining unit employees, unless the benefit is a matter expressly covered by the SSA-AFGE National Agreement. However, nothing shall preclude the parties from making supplemental agreements over such matters that vary from the terms of the National Agreement, where both parties agree to do so.

Section 16

A. Subject to available funds, the Agency will backfill positions lost by an office, division, or other similar work unit to separations, retirement, promotions, and long-term details.

B. The parties agree that manageable, reasonable workloads are necessary for promoting and maintaining employee morale and retention. When determining work assignments and goals for an office, division, or other similar work unit, management will take into account factors including but not limited to available proficient staffing, available hours of work per employee, number of workloads to be assigned, and ongoing training/mentoring needs. Management will assign work and establish work goals in a fair and equitable manner that will allow an employee to complete such assignments and meet goals in reasonable, attainable timeframes.

C. The parties agrees that portability of workloads is critical to maximizing flexibility in providing public service and promoting employee morale and work-life balance opportunities. To that end, each component (e.g., DCO, OHO, etc.) will work with their respective AFGE council counterpart to identify workloads that can be made portable, discuss possible methods for making those workloads portable, setting goals for exploring and implementing such methods, and establishing measures to ensure accountability in implementation. The parties will meet at least quarterly, via technology, in a four on four format.

Section 17. Artificial Intelligence

The parties agree that the use of artificial intelligence (AI) and automation in accomplishing the Agency's mission must be done responsibly with the interests of employees and the public in mind. Accordingly, the parties agree that AI and automation may be used to streamline "behind the screen" processes, augment service capabilities of human employee users, and create other efficiencies to improve human employee

664 **productivity. The parties further agree that AI and automation shall not be used to replace**
665 **human employees in the performance of critical agency functions. The Agency will provide**
666 **the Union with timely advance notice of any initiatives to develop AI/automation, offer the**
667 **Union a briefing to explain the purpose and intent of such initiatives, and explain how such**
668 **initiatives are consistent with requirements of this section. If the Agency decides to**
669 **implement the product of any initiatives, then it will provide the Union with notice and an**
670 **opportunity to bargain, consistent with Article 4 and 5 U.S.C. 71.**

671

672

673

Article 29**Union-Management Meetings**

Each fiscal year, the Deputy Commissioners for Human Resources or designees for Operations, Hearings Operations, Analytics, Review, and Oversight, and appropriate necessary staff members, shall collectively meet with representatives of the American Federation of Government Employees six times a year on a quarterly basis. Two of these National meetings will be conducted face to face at SSA headquarters. The other four will be conducted via technology and may be attended by one Union representative from each of the up to six (6) AFGE representatives component councils.

These 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.

These meetings will be held on the first Tuesday of the month each quarter from 1 PM Eastern Time to 4 PM Eastern Time. The parties will mutually agree on the months for the two face to face meetings that will occur each fiscal year. For the two face to face meetings, the Agency will pay travel and per diem for 3 Union representatives. All six Union representatives, who would otherwise be in duty status, will be granted official time in accordance with the provisions in Article 30.

24

25 Matters proposed for discussion by either party will be forwarded to the other party at least
26 fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe
27 will not be considered for discussion unless by mutual consent of the parties. Failure to provide
28 appropriate topics within the prescribed timeframe will result in cancellation of the meeting.

29

30 ~~The same AFGE representatives on travel status (three total) for the two face-to-face National~~
31 ~~Union Management Meetings are also authorized an additional day of travel and per diem in~~
32 ~~order to attend a General Committee meeting which is held the day after the National Union~~
33 ~~Management Meeting. Time for these General Committee meetings will be handled in~~
34 ~~accordance with Article 30. Travel days for those attending the face-to-face meetings will be~~
35 ~~Monday and Thursday.~~

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 ~~Administration~~ **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. If **the**

~~employee he or she~~ 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 Administration~~ **local management** 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 Administration~~ **Management** 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 ~~can~~ **will be done completed** electronically ~~or by bulletin board posting, whichever is available in the area of solicitation.~~

04/06/23

~~C. The employer will not set artificial qualifications or artificial areas of solicitation to avoid the provisions of F below.~~

~~CD.~~ 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.~~

DF. The Agency will ~~give serious consideration to selecting the most qualified senior~~ employee(s) who volunteered for the detail **as determined by management.**

EG. 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

91 Employees may request an assignment to another SSA facility in a different geographic location
92 for up to 60 days based on a temporary personal situation (e.g., illness of parent, etc.). The
93 employee must submit a written request stating the nature of the personal situation, a prioritized
94 list of office(s) for the assignment, and the anticipated length of the assignment. Assignment
95 approval is at the discretion of management. The Agency will incur no costs from temporary
96 compassionate assignments. An employee may request additional time under these same
97 conditions. **Management may require updated documentation for additional requests.**
98 **Employees with multiple requests for extensions may be encouraged to review the hardship**
99 **reassignment process as appropriate.**

100
101 The Agency agrees to incorporate the Hardship Reassignment Process MOU dated May 21, 2015
102 and the General Availability MOU dated May 21, 2015 into the National Agreement.

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 ~~may should~~ be preceded by **oral or written** 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 ~~electronic equivalent~~ **subsequent successor technology** for up to one year. Bargaining unit employees will be subject to disciplinary or adverse action **only for such cause that will promote the efficiency of the service.** ~~only for just cause.~~

For the purposes of this article all references to written documents include management's 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 offense was committed or made known to the Agency.~~

Section 2 3. Definition of "Day"

For the purpose of this Article, the word "day" means calendar day unless otherwise specified.

Section 3 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.

Section 4 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-

04/06/23

e7B Extension File or ~~electronic equivalent~~ **subsequent successor technology** and the Official Personnel Folder (**eOPF**) for up to ~~4~~ **2** years 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 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 ~~his/her~~ **the employee's** designated representative will be provided, in a timely manner, copy(s) of the material relied upon to support the reprimand.

Section 5 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)~~ **ten (10)** 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;

04/06/23

69 3. ~~Ten (10)~~ **Five (5)** calendar days to respond orally and in writing and to furnish
70 affidavits and other documentary evidence in support of the response; and
71

72 4. Be represented. **If the employee elects to have a representative, they must inform**
73 **the deciding official or their designee, in writing, of the representative's name**
74 **and contact information and authorize the Agency to release Privacy Act**
75 **protected information to the designated representative. The proposal package**
76 **may include a blank appointment of representative form.**
77

78 B. The employee will be given a reasonable amount of duty time to prepare and present a
79 response to the proposal. Oral presentations ~~will normally~~ **may** be conducted, **upon request**
80 **by the employee or the employees designated representative, face-to-face, in-person if**
81 **the employee and the deciding official are co-located.** ~~with the deciding official if the~~
82 ~~employee and the deciding official are co-located.~~ If the employee and deciding official are
83 not co-located, management will determine the method by which the oral presentation will be
84 conducted with consideration given to the employee's preference.
85

86 C. After considering the employee's response, the ~~Administration~~ **deciding official** will issue a
87 written decision. Normally the deciding official will be at a higher level of management than
88 the proposing official.
89

90 D. If the decision is unfavorable to the employee, the decision may be grieved, beginning with
91 the last (pre-arbitration) step of the grievance procedure.

Section 6 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)~~ **Fifteen (15)** 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. **If the employee elects to have a representative, they must inform the deciding official or their designee, in writing, of the representative's name and contact information and authorize the Agency to release Privacy Act protected information to the designated representative. The proposal package may include a blank appointment of representative form.**

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~~ **may** be conducted, **upon request**

115 **from the employee or the employee's designated representative, face-to-face, in-person**
116 **if the employee and the deciding official are co-located.** ~~with the deciding official if the~~
117 ~~employee and the deciding official are co-located.~~ If the employee and deciding official are
118 not co-located, management will determine the method by which the oral presentation will be
119 conducted with consideration given to the employee's preference.

120
121 C. After receiving the employee's response, the ~~Administration~~ **deciding official** will issue a
122 written decision. Normally the deciding official will be at a higher level of management than
123 the proposing official. If the decision is to effectuate an action specified in this section, it
124 will specify the reason therefore, the effective date, the action to be taken, and the decision
125 appeal rights.

126
127 The employee may appeal the decision to the Merit Systems Protection Board or, the
128 employee may file a written grievance under the terms of this agreement. Any such
129 grievance will be initiated at the last (pre-arbitration) step.

130
131 The choice of the appeal forum is irrevocable. An employee shall be deemed to have
132 exercised ~~his/her~~ **the employee's** option at such time as the employee **or the employee's**
133 **designated representative** timely initiates an action under the statutory procedures, or
134 timely files a written grievance at the last (pre-arbitration) step, whichever occurs first. Any
135 grievance must be initiated no later than 20 days after the effective date of the action.

136
137 D. Employees shall be entitled to representation in all phases of these procedures.

138

139 E. Indefinite suspensions will be taken in accordance with 5 U.S.C. Chapter 75 and

140 5 C.F.R. Part 752.

141

142 **Section 7 8. Request for Information Materials Relied Upon**

143

144 If requested by the employee or ~~his/her~~ **the employee's designated** representative, the Agency,
145 in a timely manner, will provide copies of all material, including written statements by witnesses,
146 relied upon to support the proposal notice. ~~In addition, a~~ Nothing precludes the Union from
147 requesting additional information in accordance with 5 USC 7114(b)(4).

148

149 **Section 8 9. Requests for Time Extensions on Proposals**

150

151 The ~~Administration~~ **Agency** will not unreasonably deny a request for extension of the time to
152 respond to proposals.

153

154 **Section 9 10. Notice to Union Summary Reports**

155

156 The Agency will provide the Union, quarterly, a **sanitized summary broken down by**
157 **component and region** ~~sanitized copy~~ of all reprimands and proposals of more serious
158 disciplinary/adverse actions.

Article 20

Child Care and Elder Care

Section 1. Policy and Purpose

~~This article addresses the child and elder care needs of SSA employees.~~ 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. ~~SSA, hereafter referred to as~~ ~~the~~ 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.

~~It is the Agency's intention to utilize available funds derived from recycling to foster local solutions to child care needs.~~

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 will include topics such as children's wellness, family resources, parenting challenges and solutions, and resources regarding the Agency's **child care** centers nationwide.

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 ~~one 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 **communicated** ~~forwarded~~ to the Committee within a reasonable timeframe, ~~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~~ **four** 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. Unanticipated Employee Needs

04/06/23

The Agency ~~agrees to~~ **may** grant ~~emergency~~ **unanticipated** annual leave requests and ~~to~~ **will** consider ~~emergency~~ **unanticipated** requests for leave without pay brought about by unexpected changes in child care and elder care arrangements **in accordance with Article 31.** ~~contingent upon operational needs 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 ~~may will~~ provide space, equipment, furnishings and other services that the Agency determines necessary to support the operation of each SSA child care facility-, **if the Agency chooses to operate such a 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.~~

Section 87. Lactation

04/06/23

93 To the extent required by law, a lactating **employee mother** must be granted reasonable time to
94 express breast milk for **the employee's her** nursing child each time **the employee she** has a need
95 to do so. This may include rest/break periods, meal periods, changes in work schedules/shifts,
96 the ability to flex out, the use of annual leave, LWOP, credit hours, compensatory time, or other
97 arrangements as appropriate.

98
99 If requested, Management may grant extensions of rest/break times or the meal period for up to a
100 total of 15 minutes per day for **employees mothers** to express breast milk. As an exception to the
101 provisions of Article 10, Appendices A and B, nursing **employees mothers** in field offices and
102 teleservice centers may request to flex out at times during the workday in addition to the meal
103 period in order to express breast milk.

104
105 Management will provide a private place, other than a restroom, that is shielded from view and
106 free from intrusion from co-workers and the public, which may be used by an employee to
107 express breast milk. This onsite, private location, should afford a comfortable environment for
108 the nursing **employee mother** and contain a small table, a comfortable chair, and one electrical
109 outlet. There should be a sink nearby if one is not located in the room.

110
111 ~~Employees will not be required to sign an SSA Lactation Program Agreement to use agency~~
112 ~~space for lactation purposes. However, Employees may be requested to sign an~~
113 acknowledgement statement regarding use of an ~~A~~agency health unit facility for lactation
114 purposes.

116 Employees who ~~request wish~~ to express breast milk at the workplace will be informed of these
117 provisions.

118

119 **Section 98. Elder Care**

120

121 The ~~A~~agency will provide information on elder care ~~resources issues such as~~ (e.g., nursing
122 homes, home health care agencies, assisted living facilities, ~~elder-law~~, financial counseling, and
123 medical advice) on an Agency website.

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 the performance of their assigned duties.

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 ~~a~~**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.

Section 4. Career Development

~~Career development for individual e~~Employees shall be encouraged **to plan their career development** through ~~the~~ establishment of an Individual Development Plan (IDP).

A. ~~The Management administration agrees, upon request on an annual basis, normally the first quarter of the calendar year, to provide information and assistance, and, if necessary, assistance, to employees for the purpose and means of establishing IDPs. 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.

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

Section 5. Training Programs

A. The ~~Administration~~ **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, and the nomination procedures. The ~~Administration~~ **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 ~~any~~ **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~~ Component Training Committees

- A. The Agency and the Union ~~have~~ agreed to ~~continue the National~~ **three (3) separate Deputy Commissioner-level Component Training Committees (N-CTC): Deputy Commissioner for Operations (DCO), Deputy Commissioner for Hearings Operations (DCHO), and Deputy Commissioner for Appeals, Review, and Oversight (DCARO). A fourth (4th) Training Committee will represent the remaining Headquarters components.** The purpose of these ~~NCTCs~~ is to review agency **programmatic** training and career development programs and make necessary recommendations **specific to that component(s) needs**. 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~~ **component-specific** training and career development.

B. The ~~NCTCs is a~~ **are** recommending bodies that will meet ~~two (2) times per~~ **once** yearly and submit joint recommendations to the **respective** Deputy Commissioner(s) for ~~Human Resources~~, with a copy provided **to** the General Committee Spokesperson and **the Deputy Commissioner for Human Resources**.

C. The ~~NCTCs~~ will **each** be composed of ~~up to twelve (12)~~ **four (4)** members. ~~Up to six (6)~~ **Two (2)** will be appointed by the Union and ~~up to six (6)~~ **two (2)** 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 ~~NCTC~~ meetings will be handled in accordance with Article 30.

D. ~~These~~ committees ~~is~~ **are** 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 **national** discussion at the Union-Management Meetings.

Section 7. ~~IVT~~ Virtual Training

~~IVT consists of a one-way, point-to-multi point satellite video network and interactive distance learning response system that creates a virtual classroom which allows instructors at one site to simultaneously train hundreds of trainees elsewhere.~~ The ~~a~~**Agency** is committed to ongoing evaluation and improvement so that all participants receive effective **virtual** training. Neither party waives its statutory rights regarding ~~IVT~~ **virtual training**.

Management will ensure that employee questions arising from ~~an IVT broadcast~~ **virtual training** will be answered in a timely manner.

Management may direct the video and audio recording of bargaining unit employees' attendance and participation in trainings.

Section 8. 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.

Where management ~~believes~~ **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 an ~~written~~ explanation.

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~~ **determined by management.**

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. The mentoring process should ideally involve **ongoing** three-way ~~ongoing~~ 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.

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 9. Training Expenses

When ~~employee requested non-programmatic~~ training is approved, the ~~Administration~~ **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. ~~If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement.~~ 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.

Section 10. Administrative Leave for Certification

Employees, (i.e., attorneys who are members of the ~~b~~**B**ar (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 ~~a~~**A**gency will not incur any costs for such training. Administrative leave for continuing education training must be requested by the employee and

- 180 approved in advance by Management, subject to workload considerations and applicable
- 181 government-wide laws and regulations regarding administrative leave.

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. The ~~a~~Agency will provide information on “Bullying in the Workplace” including examples on ~~an the OHR~~ **Agency** website.

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 ~~which contains a link to the OPE Web site.~~

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. When new furniture is installed,
employees will be provided lockable, secure space for personal belongings.~~

D. Management will make reasonable efforts ~~to provide in-office security~~ 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.

F. **Normally,** ~~All~~ employees who are new to a **work unit or office facility** will be introduced to the staff. **Such introductions may be conducted remotely through MS Teams or similar subsequent technology.**

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 ~~Administration~~ **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.

92

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

97

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

100

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

104

105 N. Regardless of jurisdictional laws, ~~absent written consent from all Parties (with the exception~~
106 ~~of court reporting transcripts in the conduct of official business, or any Agency internal~~
107 ~~security measures), employees; and their Union representatives, and managers are prohibited~~
108 ~~from audio or video recording during any interaction between any of these parties.~~
109 ~~Employees will be put on notice of this provision. for union or other non-official (i.e.,~~
110 **without prior agency management approval) purposes.**

111

112 **O. All Agency employees are expected to use, and timely respond to, Agency provided**
113 **communications modalities, (e.g., email, Skype, MS Teams or successor technology,**
114 **soft-phones, landlines, etc.) and have such systems accurately reflect their work status.**

Managers may require employees be to be “on-camera” for video meetings and trainings.

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 or her 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 ~~in the presence of a management official.~~ 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 ~~electronic equivalent~~ **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 ~~in any case~~ 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, ~~location~~ and purpose of their SSA-e7B Extension File or ~~electronic equivalent~~ **subsequent successor technology**. Employees shall be notified ~~and given a copy~~ of any material placed in the SSA-e7B Extension File or ~~electronic equivalent~~ **subsequent successor technology** within three (3) working days. Employees should acknowledge receipt by **electronic or digital** signature. 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 ~~electronic equivalent~~ **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** ~~by the end of the work day that the request was made. If management cannot accommodate the employee's request, the employee will be allowed to meet with his/her union representative the next work day.~~

~~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 purpose of the meeting. **This does not apply to routine work-related conversations.** If an employee reasonably believes that ~~the event 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 ~~or action~~ will take place until a union representative is present (including via technology); ~~provided no unreasonable delay occurs.~~ **If the employee requests representation, the union will provide a representative by the end of the same workday, or management may conduct the meeting without union representation. 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.** ~~The union representative cannot answer for the employee. This does not apply to routine work related conversations.~~

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. **In accordance with Article 29,** ~~The Administration Agency will brief~~ **provide the Union on the results** ~~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; ~~or the national component level; the regional level; or by OHO Headquarters or a DOC or PSC. The Administration will also provide the Union with an advance written copy of the survey results as soon as possible after completion. If the 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., ~~IVT~~, **MS Teams or subsequent equivalent 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

273 required by law, or any personnel policy or practices or other general condition of
274 employment. The agency will give the designated Union representative ~~sufficient~~
275 ~~advance~~ notice to exercise its rights under this section.

- 276
- 277 2. The attendance of the designated Union representative will be acknowledged by the
278 Agency at the start of such formal discussions. In accordance with the Statute, the
279 Union's representative will be given the opportunity to ask questions relative to the
280 matter being discussed on behalf of the employees, and may make a brief statement as
281 to the Union's position on the matter under discussion as long as the representative does
282 not usurp, disrupt, or take charge of the meeting. The parties agree to maintain
283 professional decorum throughout the discussion. Management is under no obligation to
284 delay the start of the meeting if the Union Representative is not present.

- 285
- 286 F. In conducting investigations regarding a non-criminal matter that may result in an adverse
287 determination about an employee's rights, benefits, and privileges, the parties are reminded
288 that the Privacy Act requires that, to the extent practicable, information should be initially
289 collected directly from the subject employee.

290

291 G. Last Chance Agreement

- 292
- 293 1. Last Chance Agreements will only be considered after a disciplinary or adverse action
294 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~~ **between two one and five** years for ~~terminations-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

342

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

347

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

351

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

355

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

359

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

363

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

- 365
- 366 a. Employee not paid by the scheduled Tuesday payday due to an administrative
- 367 error or to delay in processing;
- 368
- 369 b. Non-receipt of wire transfer by a Financial Institution.
- 370
- 371 4. An emergency employee payment will not be issued in the following situations:
- 372
- 373 a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel
- 374 advance, salary overpayment, etc.);
- 375
- 376 b. Employee has resigned or transferred out of SSA-;
- 377
- 378 **c. Employee-caused error created non-receipt (e.g., closed their bank account).**
- 379
- 380 5. At the time the emergency payment is issued, the Agency will obtain a promissory
- 381 repayment agreement from the employee who is missing his/her/**their** full
- 382 compensation and to whom the emergency payment is made. The repayment
- 383 agreement will state:
- 384
- 385 a. that the employee has not received the payment;
- 386

- 387 b. that the employee is liable to repay the emergency payment to the Government
388 within 3 days of receipt of a salary payment, i.e., the original payment or any
389 replacement salary payment, whichever is received first;
390
391 c. that in the event both an original payment and a replacement payment are
392 received, the employee will be responsible for returning to the Payroll Liaison
393 Staff whichever payment is received later;
394
395 d. that the employee has an affirmative responsibility to notify the Payroll Liaison
396 Staff as soon as possible, i.e., normally within 2 working days, of receipt of the
397 original payment and/or any replacement payment;
398
399 e. that the employee will be charged interest, administrative fees and late penalty
400 charges as provided under 45 CFR Part 30 if it is necessary for the agency to
401 recover the outstanding emergency payment;
402
403 6. An emergency employee payment will be issued not later than 24 hours following the
404 standard payday (Tuesday) on which the salary payment was not received by the
405 employee.
406

407 **Section 10. Statutory Requirements**
408

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 ~~Orientation~~ Onboarding

A. Goal of Employee ~~Orientation~~ Onboarding

The ~~Orientation~~ **Onboarding** Program will provide employees with information regarding their rights, benefits, roles, and responsibilities as employees of the Agency. **Management will notify the union when a new employee is starting and allow the employee 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.**

~~B. Notification and Information~~

1. ~~The Agency will determine the length, contents, agenda (including length of presentations) and delivery method of the orientation. If management in the PSC chooses to use a formal agenda, management will normally include the Union on the agenda for purposes of addressing new bargaining unit employees.~~

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

432

433 3. ~~The Union will be notified in advance of the scheduled dates for formal employee~~
434 ~~orientation programs, normally not less than ten (10) days prior to the orientation session.~~

435

436 4. **New Employees** will be provided a link to the SSA-AFGE National Agreement.

437

438 5. The Agency will make information available regarding ~~the~~ retirement **benefits** and Thrift
439 Savings Plan.

440

SSA GENERAL COMMITTEE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

Representing over 40,000 SSA employees across the nation, Puerto Rico and Pacific Islands

TO: John Kuhn, SSA Chief Negotiator, John.D.Kuhn@ssa.gov
FROM: Richard F. Couture, AFGE Chief Negotiator, Richard.Couture@ssa.gov
DATE: March 24, 2023
RE: AFGE Reopener Initial Proposals

Dear Mr. Kuhn:

Pursuant to the Ground Rules MOU, this memorandum and email serves to transmit the Union's initial proposals for the limited reopening of Articles 3, 16, 20, 23, 27, and 29 of the 2019 SSA-AFGE National Agreement. The Union believes that the Agency will have ample time to study and digest the contents of our proposals.

The Union's proposals seek to build a better SSA, consistent with the commitment the parties made in their joint statement following the approval of the ground rules agreement. How the Union seeks to accomplish that goal is by using its proposals to address the fundamental causes of the current unprecedented public service crisis now facing the Agency, driven by historic levels of attrition. Simply put, we do not have enough experienced, productive employees to meet critical public service needs, with staffing levels the lowest since at least 2010. We continue to lose journey-level workers at an alarming rate, because employees know their worth in this economy and are finding better deals with other federal agencies and other employers outside of government. SSA's pay and benefits are uncompetitive, and its working conditions are among the worst in the federal government. All of this must change immediately.

Surveys show how vulnerable SSA truly is to further brain drain and service degradation. In a recent AFGE survey, 74 percent of employees stated that they would likely leave SSA if they found a job with better pay and benefits; 79 percent stated that their pay level did not reflect the importance, complexity, and volume of their work; and 63 percent stated that they would not recommend SSA as a good employer to someone looking for a job. These results are consistent with successive Federal Employee Viewpoint Surveys (FEVS) and Administration pulse surveys conducted in early 2022. SSA has been consistently at the bottom of the "Best Places to Work" in the Federal Government among large agencies per the FEVS. In pulse surveys, SSA scored worst or second worst among federal agencies in questions such as "I feel exhausted in the morning at the thought of another day at work", "my workload is reasonable," and "If I found a job elsewhere with more pay and benefits, I would take it."¹ Taken together, these surveys show an agency on the brink of collapse unless action is taken to shore up its demoralized workforce.

¹ <https://d2d.gsa.gov/report/government-wide-pulse-survey-pilot>

Indeed, SSA leadership has admitted several times to having a public service crisis driven by attrition, low morale, overwhelming workloads, and uncompetitive compensation. SSA admitted to its Office of Inspector General (OIG) in a November 2021 report that the agency faced exposure to significant losses of experienced employees for these reasons, especially in anticipation of re-entry to the offices after the COVID-19 evacuation.² In May 2022, Deputy Commissioner for Operations Grace Kim testified that SSA faced a staffing crisis for many of these reasons, and that it would impact public service.³ In November 2022, Deputy Commissioner for Communications Jim Nesbit stated, “We are also experiencing historically high levels of employees leaving the agency, because employees are carrying unreasonable workloads given the staffing shortage. As we lose employees, our service further deteriorates. You feel the effects of our staffing shortage. You are waiting an unacceptable average of over six months for a decision on an initial disability claim and over 30 minutes to speak to a representative on our National 800 Number.”⁴ In her message accompanying the FY 2024 President’s Budget, Acting Commissioner Kilolo Kijakazi acknowledged the impact that attrition has had on service and on employee morale, and stated “[t]o engage and retain employees, we need to offer manageable workloads, modern tools, and training and development to build a successful career. To retain staff and remain a competitive employer, we are also exploring other longer-term reforms to build and sustain a diverse and skilled workforce to deliver the services Americans depend on for years to come.”⁵ Hiring alone will not address SSA’s service crisis because new employees will need to undergo training and years of mentoring and on-the-job experience to become fully productive, given the highly technical and specialized nature of the work we do. In the meantime, more pressure will be placed on fewer experienced employees to handle growing workloads, which will further depress morale and working conditions, and push more employees out the door. All of this will exacerbate the public service crisis. Indeed, SSA has had significant difficulty attracting new hires. The Union’s proposals address these issues head-on, now.

AFGE seeks to solve our public service crisis by improving competitiveness, morale, and productivity through commitments to competitive grades⁶, remote work, student loan repayment, child care subsidies, manageable workloads, and other new benefits. Many of these benefits are already available at other agencies and employers. We seek to address abusive supervision and improve representation rights for employees in investigations. We seek to add more flexibility for employees facing temporary challenges, and give both managers and employees alike more opportunities by leveraging technology. We seek to overhaul our broken training and mentoring programs to better guarantee employee success. We seek to implement a long-overdue labor-management partnership program to empower employees by giving them a powerful voice at all levels of the Agency, consistent with the President’s Management Agenda (co-signed by the Acting Commissioner), executive orders, and Administration recommendations.⁷

² <https://oig.ssa.gov/assets/uploads/a-02-20-50976.pdf>, p. 20.

³ https://www.ssa.gov/legislation/testimony_051722.html

⁴ <https://blog.ssa.gov/we-want-to-provide-you-with-timely-high-quality-and-accurate-service/>, November 22, 2022.

⁵ <https://www.ssa.gov/budget/assets/materials/2024/2024BO.pdf>, p. 2.

⁶ Proposals concerning the grades of employees assigned to do the work in an organizational subdivision are negotiable under 5 U.S.C. 7106(b)(1). *American Federation of Government Employees, Local 3529 and U. S. Department of Defense, Defense Contract Audit Agency, Central Region, Irving, Texas*, 55 FLRA 830, 832-833 (1999).

⁷ See, e.g., <https://www.performance.gov/pma/workforce/#strategy>; <https://www.whitehouse.gov/wp-content/uploads/2022/02/White-House-Task-Force-on-Worker-Organizing-and-Empowerment-Report.pdf>, p. 19.

The Agency may balk at the potential financial cost of some of the Union's proposals, but an ounce of prevention is worth a pound of cure. SSA lost 4,476 experienced AFGE bargaining unit employees in FY 2022, per agency data. Conservative estimates for replacing employees is about 50 to 150 percent of their annual salary.⁸ Even assuming all the lost employees made \$50,000 annually (which is lower than most salaries at SSA), the Agency will pay an estimated \$112 million to \$335 million in avoidable replacement costs. The actual cost per employee is likely much higher. It would be fiscally prudent to invest that money in your experienced employees to retain them and maintain productivity and service, rather than waste that money on replacing them with new hires who will take years to become proficient and fully productive.

The Agency should take great care in formulating its initial proposals and how they will be received by a bargaining unit that largely has one foot out the door. Proposals to maintain the status quo will show employees that SSA is not serious about improving working conditions, morale, and competitiveness. Proposals to make regressive cutbacks would show employees that the Agency does not value its employees. Proposals for only modest improvements will demonstrate that the Agency is only interested in doing the bare minimum. Similarly, the Agency should take great care in responding to the Union's proposals. If the Agency rejects and strikes through proposals without offering good faith, substantive, forward-looking counters, then employees will receive the message that they are not truly valued by management, and that the Agency has no real interest in improving their situation. The Agency could very well push more employees out the door.

SSA employees have more than proven their worth through the pandemic and re-entry by keeping this Agency running and serving the public effectively through exigent circumstances. They deserve respect, dignity, and a far better deal. We hope that the Agency rises to the urgency of this moment and works with AFGE to solve SSA's public service crisis by investing in its overworked, underpaid employees and improving their workplace.

We look forward to meeting with you in April.

Sincerely,

/s/

Richard F. Couture
AFGE Chief Negotiator
President, AFGE Council 215

⁸ <https://www.gallup.com/workplace/247391/fixable-problem-costs-businesses-trillion.aspx>

SSA GENERAL COMMITTEE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

Representing over 40,000 SSA employees across the nation, Puerto Rico and Pacific Islands

TO: John Kuhn, SSA Chief Negotiator, John.D.Kuhn@ssa.gov

FROM: Richard F. Couture, AFGE Chief Negotiator, Richard.Couture@ssa.gov

DATE: April 14, 2023

RE: Union-Management Grievance: Discrimination and Retaliation against AFGE through SSA's Initial Reopener Proposals

Dear Mr. Kuhn:

This document constitutes a union-management grievance filed pursuant to Article 24, Sections 10 and 14 of the 2019 SSA-AFGE National Agreement. At issue is the Agency's discrimination and retaliation against AFGE and the AFGE bargaining unit through the Agency's initial reopener proposals.

APPLICABLE PROVISIONS

Article 1, Section 1: 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.

Article 2, Section 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.

Article 2, Section 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.

5 U.S.C. 7102: Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any 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 this chapter, such right includes the right--

(1) 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

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

5 U.S.C. 7116(a)(1), (2), and (5): For the purpose of this chapter, it shall be an unfair labor practice for an agency--

- (1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
- (2) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- (5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;

DISCUSSION

On April 6, 2023, the Agency's chief negotiator transmitted SSA's initial proposals for the reopening of Articles 3, 16, 20, 23, 27, and 29 of the 2019 SSA-AFGE National Agreement. The Agency's initial proposals seek anti-union, anti-employee changes in each of the six reopened articles, including but not limited to barriers to employee access to union representatives, increased electronic surveillance at the official duty stations, elimination of the "just cause" standard and timeliness requirement in disciplinary actions, and reductions in the number of union-management meetings.

The Agency engaged in a limited reopener of the NTEU National Agreement in 2022. However, unlike with AFGE, the Agency proposed to roll the existing contract articles with no changes. A similar situation occurred in October and November 2021, when the Agency would not freely agree to a one-year extension of the AFGE official time sidebar, as it had with NTEU, but instead only agreed to a six-month extension in exchange for additional terms, including putting arbitration cases into abeyance.

AFGE has consistently asserted its rights through protected activity on behalf of the AFGE bargaining unit, often in opposition to agency policies, initiatives, decisions, and labor relations activities. AFGE has done so by filing many more grievances, unfair labor practice charges, bargaining demands, etc. than NTEU in recent years. AFGE has been very active in engaging the press, Congress, and the Administration regarding SSA's actions with respect to AFGE and the AFGE bargaining unit, often resulting in attention that is negative for the Agency. SSA officials have often complained about AFGE's alleged unreasonableness and vitriol, especially since 2021. Thus, as with the Fall 2021 official time sidebar debacle, the Agency is punishing AFGE and its bargaining unit for the Union's history of exercising its protected rights in a manner the Agency loathes, especially as compared to NTEU's history. The Agency seeks to chill AFGE's protected activity and cause AFGE bargaining unit employees to second-guess their participation in AFGE representation.

Accordingly, the Agency has committed contractual violations and unfair labor practices through its initial reopener proposals, in violation of the above-stated contract articles and statutory provisions.

As relief, the Union demands that the Agency (1) rescind its initial reopener proposals immediately; (2) issue new proposals that are at least consistent with the treatment the Agency afforded to NTEU in their reopener negotiations; (3) and issue a posting signed by the Acting Commissioner, with wording provided by AFGE, to be transmitted electronically to all AFGE bargaining unit employees. The Union also seeks any other relief as mutually agreed upon or as ordered by an arbitrator.

The Union requests a grievance meeting. Please contact me to make the necessary arrangements. Thank you.

Respectfully submitted,

/S/

Richard F. Couture
Chief Negotiator
AFGE SSA General Committee

STATEMENT OF SERVICE

I hereby certify that a true copy of this grievance was transmitted to the above-stated individual via electronic mail on this date.

/S/

Richard F. Couture

April 14, 2023

SSA WANTS TO TAKE BACK YOUR RIGHTS

AFGE is back at the bargaining table, renegotiating six key Articles of our Contract with SSA.

Meanwhile, SSA continues to lose staff and ranks dead LAST in Best Places to Work based on the latest Federal Employee Viewpoint survey!



SSA's Initial Proposals

- Make it more difficult for you to meet with a Union representative during duty time
- Reduce the timeframes to respond to disciplinary actions
- Eliminate the rule that discipline should occur timely and only be imposed for "just cause" instead of "just because"
- Increase surveillance of employees, with the potential to record them through virtual technology
- Exacerbate managerial favoritism in detail selection
- Deny employees access to union representation indefinitely for reasons of operational needs
- Meet less with the union to solve problems

AFGE's Initial Proposals

- Increase the quality of training for new employees and their mentors
- Create opportunities for remote work
- Increase the approval of telework for caregivers
- Create Child Care subsidies and Student Loan repayment reimbursement
- Prevent abusive supervisors from bullying or micromanaging employees
- Raise the General Schedule (GS) pay grades for **all** employees
- Allow employees to participate in cross-component details and virtual assignments
- Reestablish an equal Union partnership with SSA management
- Give employees and the union more rights in investigations

SSA wants to turn a blind eye to the critical problems plaguing our Agency and normalize our current state of disrepair.

The Agency's proposals would only serve to make an already bad situation worse!

AFGE sees a brighter future, one where each of us is valued, listened to, and rightly compensated for our hard work on behalf of the American people. We will fight for you and your rights as employees in these coming months to make SSA not just a

job to go to,

but a career to take pride in.

AFGE General Committee

Not a member
of AFGE?
Join here



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