

Memorandum of Understanding Furloughs Due to a Government Shutdown

This Memorandum of Understanding ("MOU") is entered into by and between the American Federation of Government Employees General Committee ("AFGE" or "Union") and the Social Security Administration ("SSA"; "Agency"; or "Management"), collectively ("Parties"), sets forth procedures for the Parties in the event of a government shutdown ("Shutdown").

The parties acknowledge the role of Office of Management and Budget (OMB) in agency decisions regarding government shutdowns which may have implications under the Anti-Deficiency Act. Due to the unique circumstances presented in conducting excepted Agency operations during a Shutdown, the Parties will each take into consideration Office of Personnel Management's ("OPM") published Guidance for Shutdown Furloughs.

Provisions of this MOU do not reflect an agreement by AFGE to furloughs. This agreement does not waive or limit any statutory, regulatory, or contractual rights of individual employees. The Parties acknowledge that some contractual provisions involving expenditure of funds may be temporarily impacted by the Anti-Deficiency Act pursuant to Article 1, Section 1 of the National Agreement between AFGE and SSA. Otherwise, the parties will presume that contractual provisions not impacted by the Anti-Deficiency Act remain in full force and effect during a lapse in appropriations. To the extent permitted by the Anti-Deficiency Act, as part of the dialogue between OLMER and the AFGE General Committee, either party may bring up issues that arise because of the shutdown that are in conflict with the National Agreement, law, or this MOU. OLMER will engage with AFGE to discuss/resolve the issues.

1. The Agency will establish and maintain a toll-free number and internet website with 24-hour availability that employees can access to receive information on the shutdown furlough. The Agency will inform employees regarding the existence of the website and the toll-free

number. The website will contain information for employees regarding the impact of the furlough on employee pay, leave, and benefits. This will also include a link to contact information for the unemployment compensation office in each state as well as links to the Anti-Deficiency Act and the Agency's contingency plan.

2. During a government shutdown, management will provide furloughed employees with all information to which they are entitled by law in any furlough decision notice and will make reasonable efforts to do so in advance. The notice will direct employees to the Agency website address for information on the impact of the furlough upon employee leave and benefits. A sample of the decision notice will be posted on the agency website.

3. (A) Employees are expected to monitor the Mass Emergency Notification System (MENS) notifications, Agency's toll-free number, and website to learn when the Shutdown ends and when to return to duty. Management will be liberal when considering requests for leave on the day the employees are expected to return to duty.

(B) Additionally, during a Shutdown, furloughed employees may be contacted by their supervisor if required to convert to an excepted duty status as specified in their decision notices. Supervisors will make reasonable efforts to contact employees during regular business hours using the emergency contact information provided by the employee, including through MENS. It is the employee's responsibility to update their emergency contact information, and prior to a shutdown management will verify this information. Employees converting from furlough to excepted status will report to duty the following business day. Management will be liberal when considering requests for intermittent furlough on the day the employees are expected to report to duty.

Management will make reasonable efforts to ensure that a minimum of

two hours of excepted work is available before requiring employees to report for duty.

4. If insufficient pay is available to make all deductions from an employee's gross pay, the agency will comply with the sequence of deductions specified in the July 30, 2008, Office of Personnel Management Memorandum titled "Order of Precedence When Gross Pay is Not Sufficient to Permit All Deductions."
5. To ensure the Agency's contingency plan is current for OMB, AFGE will submit input regarding the Agency's contingency plan by the end of July each year. The Agency will consider any input offered by AFGE regarding the contingency plan. Once the Agency Shutdown contingency plan and any revisions are approved by OMB, the Agency will provide a copy to the Union.
6. The Agency will meet as soon as possible with representatives of the AFGE General Committee after the end of a government Shutdown to provide a briefing on the Agency's plan to pay any authorized retroactive salary and benefits to bargaining unit employees who have not received their full compensation.
7. Unless authorized by law, employees are prohibited from providing voluntary services to the Agency during a furlough.
8. The Agency will continue to provide the full Agency contribution to health benefits under the Federal Employees Health Benefit Program for employees affected by a furlough consistent with Statute and Government-wide regulations.
9. The Parties acknowledge that the amount of income taxes withheld from employees' biweekly earnings will be adjusted to reflect the reduction in earnings that results from the furlough. Where employees request changes

to withholdings/deductions, the employer will make reasonable efforts to process such changes in an expeditious manner.

10. Subject to the limitations of the Anti-Deficiency Act, certain limited categories of official time may be permissible during a government Shutdown. The Agency has determined that official time may be permitted when triggered by certain approved agency actions identified as excepted under the Agency's Shutdown Contingency Plan. Situations that may trigger representational duties, and the use of official time, during a Shutdown include but are not limited to the following:

- Formal Discussions with Employees;
- Weingarten Interviews;
- Disciplinary or performance-based actions taken during the Shutdown period, associated with excepted activities; and
- Bargaining obligations triggered by notice of management-initiated changes during the Shutdown to the extent required by 5 USC 71.

To the extent permitted under the Anti-Deficiency Act, the Agency will continue to maintain the OUTTS official time electronic recording system throughout any lapse in appropriations. Union representatives may submit requests to work official time in connection with any of the above listed activities through OUTTS. If OUTTS is not available, union representatives may use alternative methods for requesting official time until OUTTS is restored.

11. The Agency is committed to make and communicate all official time decisions in an expeditious manner.

12. Union representatives who were authorized to use hours of official time per

Article 30, Section 5.C. as of the last workday prior to a Shutdown and who occupy an excepted Agency position may request to be furloughed intermittently during the shutdown to engage in voluntary Union activities. The amount of time requested for both official time (under provision number 10 of this agreement) and intermittent furlough should be consistent with the previously established schedule of official time used to accommodate both Union representational activities and Agency assigned duties per Article 30, Section 5. Such requests will be referred to the appropriate management official and will normally be approved. This does not preclude Union representatives from requesting intermittent furlough time pursuant to provision number 10 of this agreement.

13. The Parties acknowledge that during a period of government Shutdown, excepted employees who are required to work shall be entitled to use leave, for which compensation for used leave shall be paid at the earliest date possible after the shutdown ends. Leave requests will be handled in accordance with Article 31, including leave requests approved in advance of a shutdown. **Management will consider excepted employees' furlough requests similarly to leave requests made under Article 31 of the National Agreement. Preapproved leave will normally be honored when a lapse occurs. Employees on preapproved leave may request to substitute furlough time for their leave.**
14. Employees required to be absent from excepted duties subject to the provisions of A31, Section 9 (Court Leave) will be placed in intermittent furlough status.
15. The Decision to Effect Furlough form shall be used to record periods of intermittent furlough.
16. In accordance with Article 41, employees at the time of the shutdown who are currently working under an approved Telework agreement and who are excepted from the furlough will be allowed to continue to Telework based on availability of portable excepted work.
17. A personalized creditor letter will be issued to each employee. This letter will be signed by the Commissioner of Social Security or designee and will

provide contact information should a creditor wish to contact the supervisor for further information. The designee will not be the first-line supervisor.

18. Subject to the request and approval procedures in Article 10 of the National Agreement, excepted employees may earn credit hours when working on excepted activities. The Parties recognize that employees may not use credit hours until after the Shutdown is over. The Agency website will contain information regarding the impact of a government Shutdown on the employees' inability to carry over more than twenty-four (24) credit hours.
19. If an employee has exceeded the twenty-four (24) hours credit hour accrual limit and is unable to use the excess hours due to a government Shutdown, the Parties will engage in discussions (at the conclusion of the Shutdown) to explore alternatives, so that employees are not adversely affected, prior to the Union exercising its rights under Article 24.
20. If management determines that a limited number of employees are required to perform a specific excepted activity in the employees' duty station, management will determine the excepted employees by the earliest SCD of those qualified to perform the excepted activities.
21. The Agency will make reasonable efforts to approve or deny, in writing, employees' requests for outside employment within three (3) workdays.
22. During a furlough, Union officials will have normal access to the space provided to the Union pursuant to Article 11 of the National Agreement.
23. Provided the requirements for retirement are met, a furlough will not impact the effective date of any employee's voluntary or early out retirement.
24. It is understood that a furlough is a factor beyond the employee's control for purposes of applying Article 21, Section 6.I.1 of the National Agreement.

25. All filing and processing deadlines contained in collective bargaining agreements will be extended by the number of days that the Agency is shut down. These extensions apply to all deadlines for bargaining unit employees, Unions, and Agency management officials. Additionally, the parties agree that any arbitration dates that fall during the period of the Shutdown may be postponed consistent with Article 25.

26. As soon as possible, the Agency will provide AFGE with a list of the excepted positions.

27. In the event of furlough, the Agency will make reasonable efforts to provide employees with access to their duty station during duty hours to secure their personal belongings.

28. If management conducts formal discussions with employees regarding Shutdown furloughs, the appropriate Union representative for each facility will be afforded notice and opportunity to attend such formal discussions.

29. Employees on LWOP will be issued a notice by management of the effect of Shutdown periods.

| For the Union: | For the Agency: |
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| <p>RICHARD F. COUTURE Richard Couture AFGE C215</p> <p> Digitally signed by RICHARD F. COUTURE Date: 2021.11.18 17:14:19 -05'00'</p> | <p>Jacqueline Donato Jacqueline Donato OLMER</p> <p> Digitally signed by Jacqueline Donato Date: 2021.11.30 08:40:15 -05'00'</p> |

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| <p>SHELLEY WASHINGTON Digitally signed by SHELLEY WASHINGTON Date: 2021.11.19 09:39:18 -05'00'</p> <p>Shelley Washington AFGE L1923</p> | <p>Patricia Flynn Digitally signed by Patricia Flynn Date: 2021.11.30 06:08:12 -05'00'</p> <p>Patricia Flynn OPE</p> |
| <p>Beverly Parks Digitally signed by Beverly Parks Date: 2021.11.19 08:29:53 -05'00'</p> <p>Beverly A. Parks AFGE C109</p> | <p>VIKASH CHHAGAN Digitally signed by VIKASH CHHAGAN Date: 2021.11.24 12:48:21 -08'00'</p> <p>Vikash Chhagan DCO</p> |
| <p>DEBBIE GLENN Digitally signed by DEBBIE GLENN Date: 2021.11.19 10:24:02 -06'00'</p> <p>Debbie Glenn AFGE C224</p> | <p>LORI VANDEVENTER Digitally signed by LORI VANDEVENTER Date: 2021.11.29 08:33:58 -05'00'</p> <p>Lori Vandeventer BFM</p> |
| <p>BARRI BRYANT Digitally signed by BARRI BRYANT Date: 2021.11.19 10:47:58 -05'00'</p> <p>Barri Sue Bryant AFGE L2809</p> | <p>Heather Turnour Digitally signed by Heather Turnour Date: 2021.11.24 10:19:00 -05'00'</p> <p>Heather Turnour BFM</p> |
| <p>IRIS RAKOWSKI Digitally signed by IRIS RAKOWSKI Date: 2021.11.18 17:48:11 -05'00'</p> <p>Iris Rakowski AFGE L2809</p> | <p>ALLISON BAUGHER Digitally signed by ALLISON BAUGHER Date: 2021.11.24 08:30:51 -05'00'</p> <p>Allison Baugher OHO</p> |
| <p>ANGELA DIGERONIMO Digitally signed by ANGELA DIGERONIMO Date: 2021.11.18 17:36:12 -05'00'</p> <p>Angela Digeronimo AFGE C220</p> | <p>Sharaye Alexander Digitally signed by Sharaye Alexander Date: 2021.11.29 13:29:05 -05'00'</p> <p>Sharaye Crowder OLMER</p> |