

## **Preamble**

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

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

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

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

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

### **Recognition and Coverage of this Agreement**

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

This Agreement covers all employees pursuant to said recognition.

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

## Management Rights

### Section 1. Statutory Rights

- A. Subject to subsection (B) of this section, nothing in this Agreement shall affect the authority of any management official of any agency--
1. to determine the mission, budget, organization, number of employees and internal security practices of the agency; and
  2. in accordance with applicable laws--
    - a. to hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - c. with respect to filling positions, to make selections for appointments from--
      - (1) among properly ranked and certified candidates for promotion; or
      - (2) any other appropriate source; and
    - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this section shall preclude any agency and any labor organization from negotiating--
1. at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
  2. procedures which management officials of the agency will observe in exercising any authority under this section; or
  3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **Article 1**

### **Governing Laws, Regulations and Existing Conditions of Employment**

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

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

#### **Section 2. Existing Conditions of Employment**

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

#### **Section 3. Other Agreements**

In order to change any Memoranda of Understanding, Supplemental Agreements or any other written agreements between the Parties that were in effect on the effective date of this Agreement and that are not covered by this Agreement, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law and in accordance with Article 4 of this Agreement.

## **Article 2**

### **Union Rights and Responsibilities**

- A. In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. 71 and this agreement.
- B. The Administration shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this agreement.
- C. The Union has the right to refuse to represent any bargaining unit employee in matters not covered by the negotiated agreement, e.g., statutory appeals of adverse actions, EEO complaints.

## **Article 3**

### **Employee Rights**

#### **Section 1. Right to Unionism**

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

- to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- to engage in collective bargaining with respect to conditions of employment through representatives.

#### **Section 2. Personal Rights**

- A. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, marital status, age, parental status or disabling condition, 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 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.

- B. The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B) through an electronic transmission which contains a link to the OPE Web site. During his/her initial orientation, each employee will be provided with a copy of Weingarten rights in the orientation package.
- C. SSA will make every reasonable effort to continue existing arrangements / accommodations for the secure storage of appropriate personal belongings. Any search of these accommodations 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, the furniture will contain lockable, secure space for the storage of personal belongings.

D.

1. SSA will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work related conversations, in private.
2. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.
3. In all discussions with any management official related to a fitness for duty exam, the employee shall be entitled to Union representation; prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with his/her Union representative, and permitted the right of representation in such discussion.

E. All employees who are new to a facility will be introduced to the staff during the first week, or shortly thereafter, they report for duty.

F. 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.

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 continue to provide retirement planning information to bargaining unit employees who are within twelve (12) months of retirement eligibility. 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, etc. When in-person seminars are not available (e.g., certain field components not located within a metropolitan area), the Agency will continue to

make retirement information available to employees within 12 months of retirement eligibility through videotapes, other available technology, live broadcasts and/or live interactive telecasts on the SSA National Satellite Network.

- I. Complaints to management about an employee from members of the public or co-workers shall be brought to the attention of the employee as soon as possible.
- J. 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.
- K. Management may not discipline an employee who refuses to obey an order that is found to be unlawful or illegal.
- L. 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.

### **Section 3. Whistle-Blower Protection**

Management recognizes the right of every bargaining unit employee to be free from 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 which 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 and must be retained in a secure location, at the employee's permanent duty station. Official personnel folders may be located at certain administrative centers.



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 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 have the right and be granted a reasonable amount of duty time (employee) or official time (authorized Union representative) to examine any of their personnel records in the presence of a management official. The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in such records.
2. Employees will be allowed to enter into their SF-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. If the Agency decides to implement an electronic equivalent to the SF-7B file, it will provide appropriate notice to the Union and the opportunity to bargain to the extent required by 5 USC Chapter 71.

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. Personal notes pertaining to an employee not qualifying as a system of records under the Privacy Act may only be kept and maintained by and for the personal use of the management official who wrote them. Such notes will not be disclosed to anyone. These notes must be maintained in a secure location. Personal notes shown or circulated to anyone must be maintained in accordance with this Section. 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 such as the SF-7B file. 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 become records subject to the Privacy Act.

If a memory jogger is maintained in electronic form, such a record will only be kept on a portable electronic medium which is solely under the control of the management official who created it. The portable electronic medium will be locked in a secure storage area with access limited to the management official who created the record.

### **Section 5. SF-7B Extension File**

- A. Except as specifically authorized by this agreement, the SF-7B Extension File or electronic equivalent, is the only authorized file for personnel records, which may be maintained by a supervisor, other than the official personnel folder.
- 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 only as long as such administrative need exists, but normally no longer than 1 year.
- D. Employees shall be advised of the nature and purpose of their official personnel folder, SF-7B Extension File or electronic equivalent, and their locations. Employees shall be notified and given a copy of any material placed in the SF-7B Extension File or electronic equivalent within three (3) working days. Employees may review their Official Personnel File and request a copy of any material therein. 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.

### **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 an employee wishes to discuss a representational matter with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. Normally, the employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right. The release may be delayed for up to one workday when release at the requested time would conflict with the need to provide immediate service balanced with the employee's need to meet with a Union representative, and no harm to the

- employee would result. 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 the employee reasonably believes that the event may result in a disciplinary action against him/her, he/she may request union representation. Once an employee chooses to exercise this right by requesting representation, no further questioning or action will take place until the employee's representative is present, provided no unreasonable delay occurs. However, 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.
  - D. The Administration will provide the Union with reasonable advance written notice of written 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 OHA Headquarters or a DOC or PSC. The Administration will also provide the Union with an advance written copy of 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 terminate 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.

- 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 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 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. 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. When an employee is being interviewed by an SSA investigative official and criminal charges against the employee are being considered, the employee will be informed that criminal misconduct is involved and will be advised of his/her right to be represented by an attorney and/or the Union at the interview and the right to remain silent.
- G. 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.
- H. Confidentiality in OIG Investigations
1. The parties recognize the need for confidentiality during investigations of sensitive issues.
  2. A copy of the statement of the employee will be routinely given to the employee.
  3. When an employee becomes the subject of an investigation, the employee will be notified when such investigation is closed.
- I. 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.
  3. All Last Chance Agreements must have a specific duration period.
- J. 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.

- K. The Agency will encourage law enforcement officials to prosecute any alleged violation of 18 U.S.C. 1114 relative to workplace violence by members of the public.

### **Section 7. Voluntary Activities**

The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns 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 Employment**

- A. Employees are advised that regulations require that some outside employment requests must be submitted in writing to management for approval in advance. The Agency agrees to continue its policy of fair and equitable application of appropriate regulations in this area.
- B. Normally the Agency will approve or disapprove any request 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 employment request, the employee cannot work in the outside job.

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

- A. The Employer will make every effort to ensure that employees receive their paycheck/full compensation due (amount that was due based on payroll transmission) on the established payday. The Employer will make every effort to ensure that employees receive their paycheck/full compensation due, bonds and W- 2 forms at the address or electronic site designated by the employees, in accordance with Treasury Department rules and regulations. Employees are responsible for reviewing their electronic earnings and leave statements and notifying their supervisors of any unexplained changes.
- B. When a bargaining unit employee's full compensation due is not received on the established payday, the agency will, at the employee's request, authorize an emergency payment pursuant to the procedures in Section 9 of this article.
- C. Employees are responsible for arranging for the timely repayment of overpayments. Where employees have been overpaid, the Employer will advise employees of the

- procedures available and provide the necessary forms for filing a request for waiver of overpayments in accordance with the provisions of the Debt Collection Act MOU.
- D. The parties agree to the following conditions and procedures for replacement of full compensation due payment (amount that was due based on payroll transmission) when such payment is not received or when such payment is lost, stolen or mutilated.
1. The Agency may, at the employee's request, authorize an emergency payment to an employee when his/her full compensation due is not received on the established payday, subject to Sections 3 and 4 of this section.
  2. Emergency employee payments cannot be an advance of salary, but can only be for the amount earned for a pay period which was not paid to the employee on the established payday.
  3. Emergency employee payment can be issued in the following situations:
    - a. Employee not paid on scheduled payday due to an administrative error or to delay in processing;
    - b. Non-receipt of wire transfer by a Financial Institution;
    - c. Missing or undelivered salary check;
    - d. Lost or stolen salary check.
  4. An emergency employee payment will not be issued in the following situations:
    - a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel advance, salary overpayment, etc.);
    - b. Employee has resigned or transferred out of SSA.
  5. At the time the emergency payment is issued, the Agency will obtain a promissory repayment agreement from the employee who is missing his/her full compensation and to whom the emergency payment is made. The repayment agreement will state:
    - a. that the employee has not received or deposited the payment;
    - b. that the employee is liable to repay the emergency payment to the Government within 3 days of receipt of a salary payment, i.e., the original payment or any replacement salary payment, whichever is received first;

- c. that in the event both an original payment and a replacement payment are received, the employee will be responsible for returning to the Payroll Liaison Staff whichever payment is received later;
  - d. that the employee has an affirmative responsibility to notify the Payroll Liaison Staff as soon as possible, i.e., normally within 2 working days, of receipt of the original payment and/or any replacement payment;
  - e. that the employee will be charged interest, administrative fees and late penalty charges as provided under 45 CFR Part 30 if it is necessary for Central Payroll 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.

## **Article 4**

### **Negotiations During the Term of the Agreement on Management Initiated Changes**

#### **Section 1. General**

- A. The Administration will provide the Union reasonable advance notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71. The notice will include the nature and scope of the proposed change, the proposed implementation date, the date and time of the briefing if requested, components affected, any applicable Agency guides and manuals related to the change, and the name of the Agency contact person. Upon notice from the Administration, the designated Union representative will notify the designated Management representative of its desire to consult and/or negotiate on the change within the timeframe set for the level of negotiations involved.
- B. If the Union fails to request to bargain within the timeframe set for the level of bargaining involved the Agency may implement the changes.
- C. Bargaining will begin as soon as possible, and not later than the timeframe set for the parties involved. Additionally, bargaining will not exceed the number of workdays designated for each component level. All issues not resolved at that time may be referred to the Federal Service Impasses Panel for resolution under its rules.
- D. The parties recognize that the timeframes set in this Agreement to initiate bargaining are based upon normal circumstances and may occasionally need to be shortened to meet compelling operational needs. The Administration agrees not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.
- E. The parties agree to conduct their negotiations at four (4) levels, which are addressed in detail in this article.
- F. The parties agree to utilize telephone consultations/briefings for all levels, when the parties are not co-located. Consultations/briefings, as referred to in this article, will only be required when there is a duty to bargain, in accordance with 5 U.S.C. 71. These briefings should include an explanation of the following:
  - 1. A description of the change.
  - 2. An explanation of how this change will be implemented.

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3. An explanation of the purpose of the proposed change.
4. The proposed implementation date.

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

## **Section 2. National SSA Level (Level 1)**

- A. The parties agree that notice of proposed Agency wide or 2 or more national components (national components are defined in Section 3, A) changes, will be dealt with by the parties at the National level. For notification at the National level, the designated Management representative will provide timely electronic notice of management initiated change(s) to each member of the AFGE General Committee. The notice will be considered received on the first workday after the day of transmission of the e-mail.
- B. The Union will request consultations and/or bargaining within seven (7) workdays after the date of receipt of the notice of change by submitting its request to a Management designated electronic mailbox.
- C. When bargaining is requested, official time will be authorized for five (5) Union representatives, or a larger number if needed to achieve parity with the number of individuals designated as representing the Agency for such purposes. Official time will be handled in accordance with Article 30 of the National Agreement.
- D. Bargaining will begin no later than the first Tuesday following the thirty (30) calendar day period after the date of receipt of the notice of change.
- E. Bargaining at this level will not exceed three (3) work days. The three (3) workday period includes preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.
- F. The Administration will pay travel expenses and per diem for three (3) of the five (5) Union negotiators for the bargaining period identified in Section 2.E above. If for any reason, the negotiations are extended beyond the time frames outlined in this section, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for one (1) union negotiator.

Should the Administration use more than five (5) negotiators, the Union shall be entitled to travel expenses and per diem for one (1) additional employee

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negotiator for each individual over five (5) used by management as a negotiator. Union negotiators for bargaining at this national SSA level may be drawn from any component. Payment of travel expenses and per diem will be governed by applicable law, rule and regulation.

### **Section 3. National Component Level (Level 2)**

- A. The parties agree that notice of proposed changes which affect only one national component nationwide (Field, Program Service Centers, Headquarters, Hearings and Appeals, Office of Quality Assurance, Wilkes Barre Data Operations Center) or multiple regions within a national component will be matters dealt with by the parties at the component level. The designated Management representative will provide the designated Union representative timely electronic notice of Management initiated change(s) to a Union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.
- B. When bargaining is requested, official time will be authorized for two (2) union representatives or a larger number if needed to achieve parity. Official time will be handled in accordance with Article 30 of the National Agreement.
- C. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a Management-designated electronic mailbox.
- D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.
- E. Bargaining at this level will not exceed three (3) work days. The three (3) workday period includes preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.
- F. The Administration will pay travel expenses and per diem for two (2) employee Union negotiators for the bargaining period identified in Section 3.E above, or for a larger number to provide parity with the number of negotiators used by management. Travel expenses and per diem are not authorized for negotiations conducted at the Wilkes Barre Data Operations Center. If for any reason, the negotiations are extended beyond the time frames outlined in this section (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for one (1) union negotiator. Payment of travel expenses and per diem will conform to applicable law, rule, and regulation.

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**Section 4. Regional/Program Service Centers/Data Operations  
Center/Office of Hearings and Appeals (Headquarters/Region) Changes  
(Level 3)**

- A. The parties agree that notice of proposed changes which affect only one Field Operations Region, Regional Office of Quality Assurance, Hearings and Appeals Region, Program Service Center, Hearings and Appeals (Headquarters), or multiple components in one region will be dealt with at that level. The designated Management representative will provide the designated Union representative with timely electronic notice of the Management initiated change(s) to a union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.
- B. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a management designated electronic mailbox.
- C. When bargaining is requested, official time will be authorized for two (2) union representatives or a larger number if needed to achieve parity. If bargaining involves multiple components within a region, official time will be authorized for one union representative from each of the components affected by the change. Official time will be handled in accordance with Article 30 of the National Agreement.
- D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.
- E. Bargaining at this level will not exceed three (3) working days. These timeframes include preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.
- F. The Administration will pay travel expenses and per diem for two (2) employee Union negotiators for the bargaining period identified in Section 4.E above or a larger number if needed to achieve parity for bargaining at the OHA, ROQA and FO Regional level if the negotiators are drawn from within the region. If for any reason, the negotiations are extended beyond the time frames outlined in this article, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for one (1) union negotiator.

Travel expenses and per diem are not authorized for negotiations at OHA (Headquarters), or an individual PSC. Payment of travel expenses and per diem will be governed by applicable law, rule, and regulation.

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## **Section 5. Installation Level: Field Offices, Teleservice Centers, Office of Hearings and Appeals Hearing Offices/Satellite, and OQA Satellite Offices (Level 4)**

- A. The designated Management representative will provide the Union designated representative with timely notice of the Management initiated change(s), normally to a Union-designated electronic mailbox. If e-mailed, the notice will be considered received on the first workday after the day of transmission of the e-mail.
- B. In these installations, the Union will request consultations and/or bargaining within three (3) workdays after notice of change by submitting its request to a Management designated electronic mailbox. If consultation is requested, the consultation phase will begin within 3 workdays. As part of consultation, the Union may request a briefing. Either party may declare an end to consultation. If consultation is not requested, bargaining will begin no later than the first Tuesday following the seven (7) calendar days after the union's receipt of the notice. If consultation is requested, the bargaining will begin no later than the first Tuesday following the week that consultation ends. Bargaining at this level will not exceed two (2) work days. This bargaining period includes preparation, actual bargaining and mediation. Normally travel will occur on Monday and on Thursday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.
- C. The Union will be entitled to up to two (2) negotiators (but not less than the number of management negotiators) designated by the appropriate Union official. Official time will be handled in accordance with Article 30 of the National Agreement.
- D. The Administration agrees to pay travel expenses and per diem for up to two (2) Union negotiators for the bargaining period identified in Section 5.B above if the Union negotiators are drawn from within the region and component involved, or for a larger number to provide parity with the number of management negotiators in travel status. If for any reason, the negotiations are extended beyond the time frames outlined in this article, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for one (1) union negotiator. Payment of travel expenses and per diem will be governed by applicable law, rule, and regulation. Each party will bear its own costs for all consultation activities.

## **Section 6**

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

### Article 4

Negotiations During the Term of the Agreement on Management Initiated Changes

## **Article 4. Appendix A**

### Ground Rules--Management Initiated Changes

#### I. Purpose

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

#### II. Arrangements

- A. Negotiations will be held in a suitable meeting room provided by the Employer at a site determined by the Employer.
- B. For National SSA and national component (other than Local 1923) bargaining held at Headquarters, Baltimore, Maryland, the Employer will furnish the Union negotiating team a caucus room which is in close proximity to the negotiation room and which will provide privacy. At other levels, adequate space (a private office, where available) which will ensure privacy will be provided.

The Employer will also provide the Union negotiating team with customary and routine services, i.e., office supplies, computer, telephone, tables and chairs, and access to photocopy equipment. As needed, access to the FTS system will be provided (in local installations if available).

- C. Unless otherwise agreed to, bargaining will begin at 9:00 a.m. and will end no later than 4:30 p.m.
- D. Absent mutual consent, flextime for negotiators will be suspended for the duration of the negotiations to maximize meeting time available for bargaining.
- E. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

#### III. Routine

- A. Bargaining will be done using traditional methods.

- B. During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed-upon section. The chief negotiator for each party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.
- C. It is agreed that either committee requesting a caucus will leave the negotiation room to caucus at a suitable site provided by the Employer. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.
- D. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impasse items, will be processed in a manner consistent with 5 U.S.C. 71 and implementing regulations. This will not serve as a bar to the parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

#### IV. Maintenance of Records

- A. Once an MOU is approved under Agency Head Review, a copy of the MOU will be posted on the OLMER website and on the AFGE website, if requested.
- B. It is agreed that no official transcript will be made of the negotiation proceedings. However, each party may make and keep its own notes and records.
- C. The negotiation proceedings will not be recorded by means of any tape/electric/electronic recording device.

#### V. Authority

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

#### VI. Reopening

##### A. Questions of Negotiability

1. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request

must be made within 60 calendar days. Nothing in this section will preclude the right of judicial appeal.

2. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability during the period of negotiations.
- B. Any provisions disapproved by the Agency head review may be referred to the FLRA by the Union. Any provision held negotiable will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination of non-negotiability.
- VII. All timeframes in these ground rules may be modified by mutual consent.

## **Article 5**

### **Union Initiated Mid-Term Bargaining**

#### **Section 1. General**

- A. Union initiated mid-term bargaining will address negotiable subjects of bargaining as defined by 5 U.S.C. 71 and applicable case law. The parties agree that Management may elect or not elect to bargain over subjects relating to 5 U.S.C. 7106(b)(1) regarding Union initiated mid-term bargaining matters.
- B. The parties agree that the Union may only initiate mid-term bargaining on matters not contained in or covered by the National Agreement and not waived. The terms “contained in and covered by” and “waived” have the meanings as defined by FLRA case law.
- C. The Union will provide Management with reasonable advance notice of its desire to engage in Union initiated bargaining with an explanation of the matter in question. Also, the notice will include an initial proposal and suggested dates for bargaining. A particular demand will only cover one proposed change and will identify the affected employees.
- D. Union initiated mid-term negotiations will be conducted only at the General Committee or Component Level.
- E. Union initiated mid-term bargaining can be invoked one time per year by each Council president and one time per year by a spokesperson of the General Committee (Maximum of 7 bargaining sessions can be invoked each year). If any of the Council Presidents or the Spokesperson do not invoke Union initiated mid-term bargaining in any given year of the National Agreement, there will be no carryover from year to year. For purposes of this Article, a year is defined as the effective date of the National Agreement to the year anniversary of the Agreement.

#### **Section 2. Process**

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



- B. Management will respond to the request electronically to a Union designated electronic mail box within ten workdays after receipt from the Union. If bargaining is required, the designated representatives will make appropriate arrangements.
- C. Bargaining will be scheduled as soon as possible after the date of an appropriate request, but no later than 30 calendar days.
- D. Bargaining, including preparation and mediation, will not exceed 3 working days. Normally, travel will occur on Monday and on Friday.
- E. Both sides will be entitled to 2 negotiators. Negotiators for bargaining may be drawn from any component. The Agency will pay travel and per diem for one union negotiator, if both negotiators are in travel status. Official time used by the designated Union negotiators will be in accordance with Article 30.

### **Section 3. Ground Rules – Union Initiated Bargaining**

#### **A. Purpose**

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

#### **B. Briefing Sessions**

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

#### **C. Arrangements**

1. Negotiations will be held in a suitable meeting room at a site determined by the parties. Where possible, government space will be used.
2. The date negotiations will begin and the daily schedule will be established through consultation. If no agreement is reached on a beginning date, bargaining will start in sufficient time to complete negotiations within the overall timeframe set above.
3. Absent mutual consent, flextime for negotiators will be suspended for the duration of the negotiations to maximize meeting time available for bargaining.

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

#### D. Routine

1. In regard to each negotiation, the parties will mutually agree on the method of bargaining (traditional or interest based) to be utilized. If the parties cannot agree, the traditional method will be used.
2. During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed upon section. The chief negotiator for each party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed upon section by mutual consent.
3. It is agreed that either party requesting a caucus will leave the bargaining room to caucus in a room provided by management. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.
4. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impasse items, will be processed in a manner consistent with 5 U.S.C. 71 and implementing regulations. This will not serve as a bar to the parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

#### E. Maintenance of Records

1. It is agreed that no official transcript will be made of the bargaining proceedings. However, each party may make and keep its own notes and records.
2. The bargaining proceedings will not be recorded by means of any tape/electric/electronic recording device.

#### F. Authority

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

## G. Reopening

1. Questions of Negotiability
  - a. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such requests for bargaining must be made within 60 calendar days. Nothing in this section will preclude the right of judicial appeal.
  - b. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability during the period of negotiations.
2. Any provisions disapproved by the Agency head review may be referred to the FLRA by the Union. Any provision held negotiable will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination of non-negotiability.
3. All timeframes in these ground rules may be modified by mutual consent.

## **Article 6**

### **Dues Withholding**

#### **Section 1. Payroll Deductions**

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

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

The union dues will be paid electronically.

#### **Section 2. Union Responsibilities**

- A. The Union will inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. The Union will forward any SF-1187, or its equivalent, timely and any SF-1188 or equivalent memorandum, within 5 calendar days to the appropriate servicing personnel office when such forms or equivalent memoranda are submitted to the Union.
- C. The Union will inform the employee's servicing personnel office of the name of any participating employee on dues check off who has been expelled or ceases to be a member in good standing of the Union as soon as possible.
- D. The Union agrees to inform the servicing personnel office of changes in the following:
  1. The title and address of the individual local Union official responsible for certifying on each employee's authorization form the amount of dues to be withheld.
  2. The title and address and/or payee of the individual local Union's electronic account.
  3. Changes in dues amounts in either single or multi-level dues structures. Changes in the amount of allotments over which the Union has control may not be made more than once during a calendar year. Changes in the amount of allotments over which the Union does not have control may be made when required by an outside party.

4. The name of any employee on dues withholding who transfers from one local to another within the bargaining unit, any change in the local to receive dues deducted and any changes in the amount to be deducted based on the transfer to a new local.
- E. The Union will purchase and distribute SF-1187s or their equivalent which includes the following language:
- Dues withholding may be revoked by submitting a SF-1188 or its equivalent within 30 calendar day period prior to the anniversary date of signing indicated on the SF-1187 or its equivalent. If a request for revocation is not submitted within the timeframe cited above, the authorization will recycle for additional 1-year periods on each anniversary of the date a SF-1187 or its equivalent was signed.

### **Section 3. Management Responsibilities**

It is the responsibility of management to:

- A. Ensure that employees who are transferred, reassigned or otherwise relocated to a different local within the bargaining unit remain on dues withholding. Within five working days, Management at an employee's new work location will inform the appropriate Union Local President that a bargaining unit employee has changed duty stations and the location of the employee's prior duty station.
- B. Process voluntary allotments of dues in accordance with this article. Dues changes and SF-1187s or equivalent forms will be processed on a timely basis. Input exceptions will be corrected and re-input at the earliest practicable time.
- C. Withhold employee dues on a biweekly basis.
- D. Transmit electronic remittance(s) to the local allottee Union designated account(s) identified by the Union in accordance with this article, together with the following information that may be provided either on paper or electronically:
  1. The name of each unit employee for whom a deduction is made during that pay period and the amount withheld.
  2. Identification of employee(s) for whom allotments have been temporarily or permanently stopped and the reason(s) therefore.
- E. Upon request from an employee, furnish and process SF-1188s or equivalent in accordance with the terms and conditions specified on SF-1187s or equivalent and this agreement. Management will return SF-1188s or equivalent not timely filed.
- F. Management will forward to the designated Union representative(s) copies of processed SF-1188s or equivalent forms received directly from members.

- G. Management will furnish the designated Union official(s) with a copy of all forms HHS-610 or equivalent.
- H. SSA will provide each applicable Union Local with a list of office SAC codes so that the Union can identify the work location(s) of its members.

**Section 4. Effective Dates**

Effective dates for dues withholding actions will be as follows:

**Action**

**Effective Dates**

A. Starting dues withholding                      Beginning of the first pay period after computer acceptance of HHS-610(s) or equivalent based on properly executed form SF-1187(s) or equivalent

B. Revocation by employee                      Revocations by bargaining unit employees will be effective on the first full pay period following the employee's anniversary date after computer acceptance of HHS-610(s) based on properly executed forms SF-1188 or equivalent. To be effective, forms SF-1188 must be submitted no earlier than 30 days prior to an employee's anniversary date. The date management receives the SF-1188 is the controlling date for revocation requests. If management does not have the employee's original form SF-1187 to establish the anniversary date, the union will provide a copy from their files within 14 calendar days.

If the Union does not have a copy, the employee's anniversary date shall be the first pay period that dues were actually withheld as determined by the Agency's records. Any form SF-1188 or equivalent received outside the 30-day timeframe will be returned. Forms SF-1187 must clearly indicate to the employee that the authorization will recycle on each anniversary date unless timely revocation is received.

Beginning of the first pay period after computer acceptance of notification.

C. Termination due to loss of membership in good standing                      Beginning of the first pay period after computer acceptance of notification.

- D. Termination due to permanent separation or movement to a position outside unit of recognition
- Employees in this situation will be notified in writing that dues withholding will stop two pay periods after the effective date of the action and that employees paying union dues should contact AFGE regarding continuing dues payment through the discretionary allotment process.
- E. Suspension due to temporary movement (as documented on an SF-50) to a position outside the unit of recognition
1. Employees in this situation will be notified in writing that dues withholding will stop two pay periods after the effective date of the action and that dues withholding will automatically resume the first pay period that the employee returns to a bargaining unit position.
  2. However, an employee may request in writing (on a form provided by the Agency) that dues withholding continue during the temporary movement outside the unit of recognition. The employee may later choose to suspend dues withholding at any time during the temporary movement to a position outside the unit of recognition.
  3. If an employee's dues withholding anniversary date occurs during the period of temporary movement outside the unit of recognition, the employee can elect to terminate dues withholding in accordance with Section 4.B of this Article.
- F. Termination of dues withholding for non-bargaining unit employees on dues withholding as of the effective date of this agreement
- All non-bargaining unit employees on dues withholding as of the effective date of this agreement will receive a written notice from management that their dues withholding will terminate 60 days from the date of the notice. Termination will take effect the first full pay period after the 60 days. The notice will also inform the employee that they should contact AFGE regarding continuing membership through the discretionary allotment process.

The Agency will provide AFGE with a list of non-BU employees (including Local and duty location) paying union dues as of the effective date of this contract.

First full pay period after computer acceptance of the change unless a later date is specified by the Union.

G. Changes in dues amounts                      Normally, ten (10) working days from payday

H. Transmittal of electronic  
remittance to Union.

### **Section 5. Disputed Eligibility**

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



## **Article 7**

### **Duration of Agreement**

#### **Section 1. Effective Date**

Per the parties' March 23, 2004 negotiated ground rules, this Agreement (2005) will be implemented and become effective when it has been approved and signed by the parties including union ratification and agency head review pursuant to Section 7114(c) of the CSRA of 1978.

#### **Section 2. Duration of the Agreement**

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

#### **Section 3. Reopener**

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

## **Article 8**

### **Official Travel**

#### **Section 1. Compensation and Travel**

- A. The Parties recognize that employees may be required to perform essential travel away from their official duty station. The Parties further agree that such travel should be arranged and scheduled so as to minimize the effect of such travel on employees. Travel reimbursement will be paid in accordance with applicable Federal Travel Regulations and this agreement.
- B. When the employee is required to travel during non-duty hours, the employee will be paid overtime when such travel constitutes hours of work under 5 U.S.C. or the Fair Labor Standards Act, if applicable.

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

- C. To the maximum extent practicable, time spent in travel status away from an employee's official duty station will be scheduled by the Agency within normal working hours of the traveling employee(s). To this end, the Agency agrees to the maximum extent practicable:
  - 1. whenever possible, schedule events to allow employees to travel during their normal duty hours.
  - 2. allow an employee to travel on the day preceding and/or after an event when travel on the day of an event would be outside the traveling employee's regular duty hours.
- D. Employees retain the right to travel on their own time if they so choose, but are responsible for any additional cost incurred to do so.
- E. If an employee is unable to return home during normal duty hours, the employee may request to do so during non-duty hours, and if approved by an authorized management official, will receive appropriate compensation in accordance with the law and this agreement.

**Section 2. Compensatory Time Off for Travel**

- A. Employees will receive travel compensatory time in accordance with law and regulation.
- B. Employees are required to document their time spent in travel on an Agency designated form. Management will provide this form to the employee prior to travel.
- C. Requests for compensatory time off for travel will normally be submitted within 5 work days of completion of travel.
- D. Disapproved requests will be returned to the employee with a verbal explanation or written if requested.
- E. Employees requesting travel compensatory time off will use the SSA-71 or equivalent by marking "Other" and indicating "Travel Comp. Time".
- F. Information on Compensatory Time for Travel will be contained on the Agency website.

**Section 3. Change from Per Diem Allowance to Actual Expenses**

- A. Advance Authorization. An employee scheduled to travel in an area, for which a per diem allowance is prescribed, may request advance authorization for travel on the basis of actual expenses. Any such request will normally be approved when the supporting justification showing warranted circumstances for the request meet Agency-wide guidelines.
- B. Post Approval. Reimbursement for actual expenses allowable under law and/or government wide rules and regulations will normally be authorized on a post approval basis if the employee can justify that prudent expenses required by the ordered travel exceeds (as defined by Agency-wide guidelines) the prescribed per diem rate. This provision applies only to travel involving assignments of 30 calendar days or less.
- C. While employees are assigned to training or duty away from their regular duty station, they may elect to return home during non-workdays or non-work hours. In such cases, they will be reimbursed for travel expenses not to exceed the amount reimbursable had employees remained at the temporary duty station. However, if there is a personal or family emergency, such as the death or serious illness of a member of the traveling employee's family or individual related by affinity; or, a catastrophic occurrence or impending natural disaster, such as fire or flood which directly affects the traveling employee's home, requiring the employee to return to their principal residence, the Agency will pay the reasonable costs (including transportation and per diem) of the traveling employee returning to their principal residence.

- D. A copy of official SSA travel regulations will be made available for employees to review upon request. The Agency will inform employees of the appropriate website for travel regulations and tax implications for long term details.
- E. When an employee in travel status is injured or becomes ill and is expected to remain so for at least four days, the Agency will reimburse the employee for expenses incurred in returning to the employee's normal duty station. In accordance with the provisions of Article 31, a Medical Certificate may be required. Allowances for expenses will be paid in accordance with applicable Federal Travel Regulations.

#### **Section 4. Continuation of Approved Travel Expenses**

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

#### **Section 5. Advancement of Expenses**

Employees required to travel shall have the option of requesting a travel advance. Such requests shall be filed by the employee as soon as possible and processed by the Administration as expeditiously as possible. Normally the Administration will not require an employee to travel overnight prior to receiving a travel advance. The Administration shall process all claims for travel expenses as expeditiously as possible. If an employee should not have adequate funds, the Administration will make every effort to make alternative arrangements.

#### **Section 6. Reimbursements**

- A. Management will provide appropriate assistance to employees with travel orders, travel advances, travel authorizations, travel vouchers, and travel arrangements (e.g., Travel Manager).
- B. Management is responsible for insuring that employees are reimbursed timely. In an effort to pay employees timely, the Agency will endeavor to work closely with employees when errors are encountered. It is the employee's responsibility for notifying the travel card contractor when a payment issue occurs. If payment to the employee is not made within 30 days from the submission of the travel voucher to the appropriate agency official or agency employee, interest/penalties shall accrue pursuant to the Prompt Payment Act.

- C. Electronic notification of travel payments will be issued to employees when this feature is available.
- D. In the event that a claim for travel expenses is denied, the Agency will notify the employee timely and identify the basis for denial. Upon request, management will provide a written explanation. In such cases, the Agency will pay non-disputed expenses.

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

Bargaining unit employees will not be required to use privately owned vehicles, nor will they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for Government business, unless such use is made a condition of employment. If the Administration decides to make use of privately owned vehicles a condition of employment, the Employer will notify the Union and meet its obligation to bargain under 5 U.S.C. 71.

- A. Reasonable periods of time spent by a traveling employee during regular duty hours to make emergency repairs to or refueling of vehicles used to conduct government business will be considered duty time.
- B. In situations where a traveling employee is required to pick up or return a government-furnished vehicle from a motor pool, without first checking in and/or out of the permanent duty station, the Administration will schedule the travel assignments so that the traveler may leave home at the same hour he/she would leave to report to the office, and, upon return, so that he/she may arrive home at the same time he/she would ordinarily arrive had he/she worked at the office.
- C. When an employee uses a privately owned vehicle instead of an available government-furnished vehicle (GFV), mileage will be paid at the maximum reduced rate consistent with GSA regulations.
- D. In all other cases, mileage for use of privately owned vehicles (POVs) will be compensated at the maximum rate permitted by GSA.
- E. Requests for the use of POV/Rental Cars will be acted on using current SSA policies in a fair and equitable manner.
- F. Common carrier will be used whenever it is reasonably available, unless:

1. the use of common carrier would seriously interfere with the performance of official business;
2. or such use imposes an undue hardship on the employee; or
3. the Federal Travel regulations provide for some other mode; or
4. the employee requests and receives approval to use a POV or rental car; or
5. there is a leased GSA automobile made available to the employee.

### **Section 8. Document and Property Loss/Theft**

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

### **Section 9. Protective Assistance and Communications While in Travel Status**

- A. The Administration recognizes that some travel job assignments present a threat to the personal safety of employees. When such circumstances are brought to the attention of the supervisor by employees or the Union, appropriate measures will be taken to assure the safety of the employee. The parties agree to jointly review existing protective procedures from time to time to assure that employees receive the maximum feasible protection from such dangers.
- B. Employees in travel status will be reimbursed \$3.00 per day to make personal calls. Exceptions for additional reimbursement may be granted by the travel authorizing official in cases of emergency.
- C. If an employee is in travel status for at least one week at a single SSA facility, management will provide the employee with email access at that facility when possible. Management will consider requests for email access from employees in travel status for durations of less than one week.

### **Section 10. Long-Term Assignments and Training Arrangements**

An employee on a long-term assignment will be authorized occasional return trip(s) to his/her permanent duty station approximately at the mid-way point of the detail between 120 and 180 days and for details of 180 days or more approximately every 90 days at government expense on non-workdays or during periods of leave. Reimbursement for long term assignments and training arrangements will be in accordance with Federal Travel Regulations.

### **Section 11. Travel Attendants**

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

## Article 9

### Health and Safety

#### Section 1. General

- A. The Administration shall provide a safe and healthy work environment in accordance with Executive Order 12196 and the Department of Labor implementing regulations.
- B. The Administration and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the Employer's control.

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

The Administration will annually provide all incident and accident figures required by SSA and OSHA to the appropriate Union component Health and Safety committee. These figures will be provided at the component level and will identify components and facilities. The Administration will also provide Agency-level workers compensation figures required by SSA and OSHA to the General Committee. The Administration will make available, upon request, raw data (incident reports, workers' compensation claims, etc.) at the regional office and headquarters component level.

- C. OSHA fire standards, National Fire Codes, and the National Building Code will be used throughout SSA and shall be considered minimum requirements. Special SSA Standards will be recognized as recommended standards for SSA facilities.

If it is necessary to alter AIMS Chapter 13, management will fulfill any obligation to bargain to the extent required under 5 U.S.C. 71 and Article 4 of the Master Agreement.

- D. Management agrees to inform the appropriate union representative of all construction activities occurring during normal work hours. When the activity occurs in space immediately occupied by employees, management will take appropriate safety measures. When management determines that exposure to unsafe or unhealthy working conditions which cannot be immediately corrected may result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthy area in the same office or deployed to



another installation. The Agency will provide notice and, upon request, bargain with the Union to the extent required by 5 USC 71.

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

## **Section 2. Committees**

- A. The parties agree to continue as presently constituted, the health and safety committee in headquarters, each PSC, OHA headquarters, in the DOC and the Auburn TSC.
- B. The parties agree to continue the three national component level committees for the FO, ROQA and OHA field components. These committees will be composed of Union representatives and management officials. The Union may appoint up to three members.

SSA will pay for all authorized travel and per diem expenses incurred by Union members of National health and safety committees when attending the national health and safety committee meeting. All National Health and Safety Committees will meet three (3) times a year for two work days, extensions will be by mutual agreement.

- C. The parties agree to establish a health and safety committee in the Albuquerque TSC. The committee will meet three times per year for one work day. The Union may appoint up to three committee members. The Agency will not incur any travel/per diem costs related to this committee.
- D. When SSA houses multiple components in a facility with a health and safety committee, each component in the facility will participate in the functioning of the committee. All Union components in the facility will be afforded the opportunity to appoint at least one representative to the facility committee.
- E. The committee functions will include those activities set forth in Section 3A of this article, unless mutually agreed to by the parties.
- F. In accordance with applicable laws and regulations, the Agency will provide available information which is necessary to the duties of the committee upon request.

### **Section 3. Installation Health and Safety Structure**

A. In each installation, other than those identified in Section 2, the Administration shall designate a health and safety official and the Union shall designate an onsite health and safety representative to carry out the following functions:

1. Accompany management on SSA-controlled safety inspections.
2. Receive a copy of Form SSA-5510-BK (Report of Safety Hazard) prepared by management.
3. Accompany management, as appropriate, on health and safety inspections conducted by other governmental authorities.
4. Receive employee reports of unsafe or unhealthy conditions. Employees may submit such reports to either the Union or management representative. The official in charge of the installation will decide what, if any, action to take.

Should the Union representative be dissatisfied with the installation manager's disposition of the matter, he/she may raise the matter with a Union designee of the applicable council for further review. Such council designee may further review the matter at appropriate management levels.

5. Inform management of any alleged unsafe or unhealthy condition, for appropriate action if necessary.
  6. Referral of matters to OSHA and/or NIOSH as appropriate.
  7. Receive copies of any written notice referred by an agency official in response to an employee report of an unsafe or unhealthful condition.
  8. Receive all reports of security incidents involving threats to employees, their offices and property in accordance with AIMS GAM 12.07.03. Such reports may be sanitized as appropriate.
- B. If no onsite health and safety representative is available, the Union will designate a health and safety representative from a nearby facility.
- C. The Agency will not pay for travel and per diem for any health and safety activities described under this Section.

#### **Section 4. Abatement of Unsafe and Unhealthy Working Conditions**

- A. The Employer shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions.
- B. If there is an emergency situation in an office, the first concern is for the employees and the public. Should it become necessary to evacuate a building, management will take precautions to protect the safety of employees and visitors to the facility. Individuals will not be readmitted until management determines that there is no longer danger to the evacuated personnel. When the potential for danger escalates to a level that requires emergency response team, e.g., police/fire department, they will determine when the facility is safe to reoccupy. The designated Union health and safety representative will be notified as soon possible regarding an emergency situation.
- C. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within 30 calendar days. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps, being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions.
- D. When a hazard cannot be abated without assistance of the General Service Administration or other Federal lessor agency, the Employer shall act with the lessor agency in its attempts to secure abatement.

#### **Section 5. Training**

- A. Union committee members will be offered equivalent training given to management's committee members, but not less than 16 hours during the life of the contract. Each designated on site health and safety representative will receive 4 hours per year of health and safety training with no carryover.
- B. If determined appropriate by Management, the Agency may offer additional health and safety training.
- C. The Employer will continue to provide employees with the appropriate orientation and/or training that the Employer deems necessary to perform their jobs safely. Such training shall include instructions in the proper work methods to be used and proper use of required equipment.

## **Section 6. Identification of Local Health Service Needs**

- A. Administration and the Union recognize the need and agree to cooperate in identification of local health service needs, such as emergency treatment of illness or injury on the job, periodic testing for early detection of chronic diseases or disorders, immunization programs, periodic medical examination programs and health education.

The Administration will, at a minimum, continue to provide emergency treatment and physical exams where presently provided.

The Administration will attempt to locate low cost/no cost local medical providers for services such as cholesterol, blood pressure and dental screenings, mammograms and will make such information available to employees. The Administration will also provide/pay for flu shots, when reasonably available.

A reasonable amount of administrative leave will be granted to employees who avail themselves of these services.

- B. The Employer will make appropriate arrangements for employees interviewing individuals with known serious communicable diseases.
1. Management will take appropriate precautions when there is contact with a person who may have tuberculosis (TB). If an employee is exposed to someone at the worksite with active TB, the employee will be offered a TB screening test during work hours at no cost to the employee.
  2. The Employer will keep records of employees' exposure to active TB at the worksite.
  3. The Employer will provide the employee with information, forms, and assistance in filing a claim for Workers Compensation.
- C. Management will take appropriate precautions against the spread of infectious disease. Such precautions will include, but are not limited to tissues on interviewing desks as well as liquid soap dispensers and paper towels in bathroom and kitchen areas.
- D. Management will provide timely testing for those who reasonably believe that they were exposed in the conduct of their official duties to a person who may have a serious infectious disease. There will be no cost to the employees for leave or the exam.

## **Section 7. Inspections and Notification**

- A. Management will assure that the designated Union representative is notified and invited to accompany management on all SSA-controlled inspections of agency work places, except when that would pose a hazard to the representative.
- B. Management will assure response to employee reports of hazardous conditions and require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other conditions; assure the anonymity of those making reports. However, an investigation may not be necessary if through normal management action and with prompt notification to employees, the hazardous condition identified can be abated immediately.
- C. The parties agree that each worksite facility will be inspected at least twice each calendar year using form SSA-5510. In large facilities, such as headquarters, PSCs, and the DOC the second inspection will be a follow up inspection conducted within 90 days after completion of the original inspection.
- D. When the Employer receives a report that a dangerous, unhealthful or potentially dangerous or unhealthful condition is present at a particular worksite, the Employer shall notify the Health and Safety Committee or the local Union Health and Safety representative, as appropriate, of the alleged dangerous unsafe or unhealthful condition.
- E. Health and safety committees will be empowered to review or recommend procedures which will be considered for application in appropriate facilities to cover issues such as bomb threats, possible shootings, temperature conditions, conditions of evacuation and similar office health and safety problems.

## **Section 8. Temperature Conditions**

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' health. The parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to established health and safety committees or to the local health and safety representatives, as appropriate.

## **Section 9. Reporting Unsafe and Unhealthy Conditions**

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

## **Section 10-Asbestos**

- A. The Agency shall conduct an inspection in each facility built prior to 1990, that has not previously been inspected, to determine the existence of asbestos.
- B. If asbestos is found to exist in any inspected building, subsequent inspections and testing will be conducted in conformance with applicable Government-wide law and regulations.
- C. The Agency will review all construction and/or space modification contracts and/or work orders to determine if asbestos is present and if so, how to proceed with the construction and/or space modification work, in compliance with applicable Government-wide law and regulations.
- D. If air sampling indicates that airborne concentrations of asbestos fibers exceed the Permissible Exposure Level (PEL), exposed employees will be notified in writing of the exposure within five (5) days after discovery of the excessive asbestos concentration.
- E. If the airborne asbestos concentration exceeds the PEL, the Agency will insure abatement of the asbestos hazard pursuant to applicable Government-wide law and regulations.
- F. Where friable asbestos is present, the Agency will conduct sampling at intervals of no greater than six (6) months to monitor employee exposure levels.
- G. Designated Union health and safety representatives will be notified of all asbestos monitoring.
- H. Union health and safety representatives will be given a copy of all tests monitoring asbestos levels.
- I. Asbestos abatement plans may include the discontinuance of work or the shifting of employee work location. Notice of such abatement action will be provided to the Union in advance, except in an emergency situation.

- J. The Agency shall record all measurements taken to monitor employee exposure to asbestos. Such records shall be maintained for at least thirty (30) years. The records will include information such as the date of measurement, the operation which caused exposure, the sampling method employed by SSA, the number, duration and results of the samples, type of protective devices worn, and name of the employee exposed.
- K. SSA will initiate a maintenance program in all facilities that contain asbestos. Such a maintenance program will include:
  - 1. Inventory of all asbestos containing materials in a facility;
  - 2. Periodic examinations of asbestos containing materials to detect deterioration. This may be in conjunction with the biannual health and safety inspections;
  - 3. Written procedures for handling asbestos materials;
  - 4. Written procedures for asbestos disposal;
  - 5. Written procedures for dealing with asbestos related emergencies;
  - 6. Training of those required to handle asbestos containing material in safe handling procedures;
  - 7. Training of all personnel in prohibited activities which would enhance dangerous exposure;
  - 8. The Employer must inform all employees regarding the standards contained within this section regarding asbestos.

Such information must be provided to each employee on a yearly basis. Such information must include instructions regarding safe asbestos handling.

- L. AFGE designated Health and Safety representatives will receive copies of all asbestos inspection reports when finalized.

### **Section 11. Indoor Air Quality**

- A. The Agency will provide safe, healthful indoor air quality in compliance with applicable laws and industry standards.
- B. To the extent the employer has control, there will be no applications of insecticides during work hours in leased space. In SSA-controlled buildings, there will be no application of insecticides during work hours. Whenever

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

## **Section 12. Onsite Security**

- A. The Employer will make reasonable efforts to protect employees from abusive and threatening clients and will take reasonable precautions to ensure such protections.
- B. The Employer will arrange for emergency protective assistance at each installation to enable employees to receive assistance if the situation requires it.
- C. Whenever an employee is faced with a physically threatening situation, the Employer will provide appropriate assistance.
- D. Employees will not be required to divulge personally identifiable information to the public in individual circumstances where the employee reasonably believes harassment or physical abuse may result. In such cases, the employee should timely inform the supervisor.
- E. Consistent with its right to determine internal security practices:
1. Where conditions warrant, the Employer will provide equipped security guards at SSA facilities.
  2. SSA will equip office areas with appropriate security devices, to ensure, to the maximum extent possible, employee safety.
- F. All telephones in offices will be labeled with appropriate emergency numbers.



### **Section 13. Leases**

- A. SSA-maintained leases of spaces will be provided to the Union upon request.
- B. The parties recognize the potential impact of solicitations of offers from GSA. The Union will be notified timely of these situations. This provision is not a waiver of the Union's right to request additional information, consultation and bargaining.

### **Section 14. Emergency Preparedness**

- A. Each facility shall have an emergency preparedness plan. This plan will publish the chain of command, which will identify a member of SSA management or designee who will be physically present for employee direction during all scheduled work hours in each permanent installation. The plan will also cover employee procedures in the event of fire, earthquake, bomb threat, tornado, flood, or similar emergency. Evacuation drills will be conducted semiannually.
- B. The Employer agrees that the first concern when an employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.
- C. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will assist the employee in arranging for such transportation.
- D. The Employer agrees to maintain adequate first aid supplies at each permanent installation. All employees will have reasonable access to these supplies.

### **Section 15. Stress**

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

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

## **Section 16. Smoke Free Environment**

- A. In keeping with the parties' concern for the health, safety and well-being of all SSA employees, there shall be "no smoking" in any SSA facility. In addition, SSA may institute a "no smoking" policy on any SSA facility premises. In this event, the union will be notified in accordance with 5 USC 71.
- B. The parties agree that they will intensify efforts to assist those employees who are interested in breaking the smoking habit. We are committed to making cessation programs available to each and every employee who wishes to participate in them. The cost of SSA-sponsored or approved programs will be paid by SSA, not by the employees. SSA-sponsored programs will be offered on the clock unless not available during duty hours. Programs approved by or sponsored by SSA will include or be similar to programs conducted by the American Lung Association or the American Heart Association. The parties recognize that these programs will be more easily developed in the large installations, e.g., PSCs, Headquarters and the DOC.

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

## **Section 17. Job Safety Analysis**

- A. In situations where information indicates that employees in a particular occupation are suffering from a pattern of accidents, disabling injuries and/or illnesses, management will conduct a Job Safety Analysis (JSA).
- B. JSA may consist of but not be limited to the following:
1. General conditions under which the job is performed.
  2. An explanation of the job steps.
  3. An explanation to determine the hazards that exist or might occur.
  4. Recommendations to eliminate any of the hazards identified.
- C. Who shall receive a copy:

1. Copies of all available studies and all completed JSA's will be provided to the Union within 30 days.
2. Each employee covered by a particular JSA will receive a copy within 30 days after completion of the JSA which covers his/her position.
3. When a new employee reports to duty or is reassigned to a new position and a JSA has been completed, he/she will receive a copy within 30 days after reporting to duty in that new job.

## **Section 18. Vision Program**

This section concerns video display terminals (VDT), eye examinations and eyeglasses/contacts (including disposable lenses) and is entered into by and between SSA and the AFGE General Committee. This Agreement covers all employees in the AFGE bargaining unit that use a VDT as part of their normal work.

- A. Employees shall only be eligible for VDT-related eye exams and eyeglasses/contacts (including disposable lenses) based upon supervisory certification that the employee does use a VDT in the course of their official duties.
- B. If an eligible employee obtains a prescription from a licensed optical practitioner (e.g., optometrist or ophthalmologist) indicating that the employee needs special eyeglasses/contacts (including disposable lenses) in order to operate a VDT without eyestrain or because of other optical-related problems, the Agency shall reimburse the employee for 100% of the eye examination in an amount not to exceed \$50. In this process the employee must present the practitioner with a form, obtained from management, which will indicate that any prescription should only be for VDT use. The practitioner must certify on the form that the eyeglasses/contacts (including disposable lenses) are for VDT use. This form must be returned to management.
- C. An employee who has met the conditions listed in A and B above will be entitled to a pair of eyeglasses/contacts (including disposable lenses) for VDT operation at Agency expense. The Agency will bear the cost up to \$175. The Agency will either procure the eyeglasses/contacts (including disposable lenses) of the employee's choice, or will reimburse the employee upon the presentation of proper documentation. The option will be left to the Agency.
- D. Employees shall be entitled to a reasonable amount of excused absence to obtain eyeglasses/contacts (including disposable lenses), and VDT eyeglass/contact examination and fitting, provided that the employee in fact has an authorized VDT eyeglass/contact (including disposable lenses) prescription. Normally this will not exceed 2 hours total time for all matters.

- E. In accordance with the VDT Panel Recommendation (item B 6 and 7) all, or selected groups of intensive VDT users may be requested to participate in an eye screening examination to determine a need for special eyeglasses/contacts (including disposable lenses) in order to operate a VDT. This process will be done at the option of the Agency, and if instituted, would be thoroughly explained to all participants. This screening would be provided by the Agency at no cost to the employee. The results will not be used to prohibit or preclude an employee in any way from participating fully in A to D above. The Union will be provided with advance notice of any efforts in this area, and any results will be shared with the Union.
- F. If an eligible employee who has already received an Agency provided pair of VDT glasses/contacts (including disposable lenses) believes that he/she needs a new VDT-related prescription, he/she shall be eligible to re-participate in the program, consistent with each of the steps identified above.
- G. Eyeglasses/contacts (including disposable lenses) provided for under the terms of this Agreement remain Government property, and as such, the employee may be requested to surrender them when the employee separates from the Agency.
- H. Employees are ineligible for participation in the Agency's vision program while on OWCP, LWOP or extended sick leave, and not at least working part time.

### **Section 19. Work space**

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

### **Section 20. Moves, Expansions, Relocations and Renovations**

The Agency will provide the Union with advance information related to any moves, expansions, relocations or renovations. Such actions will be accomplished in accordance with applicable Agency regulations and bargained to the extent required by 5 USC 71.

Employees will select their seats within designated units based on service computation dates (SCD).

Should the Agency choose to detail employees to other offices during the relocation, management will first determine the numbers, types and grades of employees to be detailed to each available office and the qualifications. Employees will then select from among available offices. Management will select based on SCD.

Should the Agency choose to retain a skeleton staff at the office during relocation, management will first determine the numbers, types and grades of employees and qualifications. Employees will be given an opportunity to volunteer. Management will select based on SCD. Should there be insufficient volunteers, management will use inverse seniority to assign qualified employees to the skeleton staff.

## **Section 21. Workplace Violence**

The prevention of violence in the workplace by non-employees is a mutual concern to both the Agency and the Union. As determined by management the Agency will take appropriate action to abate unacceptable forms of conduct by non-employees to ensure a safe work environment.

## **Section 22. Wellness**

SSA will provide wellness-related information such as stress, smoking cessation, health, nutrition and fitness, on an Agency-wide website, which can be accessed using the following link ***[only from an Agency computer connected to the Agency intranet]:*** <http://co.ba.ssa.gov/ope/ces/ces.htm>. The information on this website may be supplemented, as applicable, on regional wellness websites, which can be accessed using the following link ***[only from an Agency computer connected to the Agency intranet]:*** [http://co.ba.ssa.gov/ope/ces/CLRC/clrc\\_regionalwl.htm](http://co.ba.ssa.gov/ope/ces/CLRC/clrc_regionalwl.htm).

## **Article 10**

### **Hours of Work, Flextime, Alternate Work Arrangements and Credit Hours**

#### **Section 1. Hours of Work**

- A. Hours of work for employees shall be in accordance with applicable law and regulations.
- B. A rest period of fifteen (15) minutes duration will be allowed each employee twice a day provided the employee works seven hours and once a day provided the employee works four hours. A rest period of ten (10) minutes duration will be allowed each employee during each period of extended shift overtime of at least 2 hours duration. On days when all work is overtime and/or credit hours, a rest period of fifteen (15) minutes will be allowed for each period of 4 hours worked. Rest periods will not be appended to periods of leave or the beginning or end of the employee's work shift. Management will not restrict employee mobility during rest breaks.
- C. The occurrence of holidays shall not affect the designation of the basic workweek.

#### **Section 2. General Definitions**

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

- A. "Employee" means an AFGE bargaining unit employee of SSA.
- B. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.
- C. "Fixed shift" means a workday that establishes the employee's arrival and departure times. These times are normally standardized and not variable.
- D. "Overtime" means work that is performed by an employee in excess of eight hours in a day or in excess of 40 hours in an administrative workweek and that is officially ordered or approved by the Agency. "Overtime" does not include "credit hours."
- E. "Core Hours" means that period of time when all employees on a particular shift are expected to be at work.

- F. "Flexible work arrangement" (FWA) means a workday in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and two flexible bands. "Flexible time and flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times.
1. "Flextime" is a system of working hours which allows employees to choose their starting time for their 8 hour workday, subject to certain limitations, on a day-to-day basis.
  2. "Flexible 5/4/9 work arrangement" for full-time employees is an 80 hour biweekly basic work schedule that is worked in less than 10 days and includes five (5) workdays in one week and four (4) workdays in the other week of the pay period. Participants will work eight 9 hour days each pay period and one 8 hour day each pay period. Participants will have one designated non-workday each pay period. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.
- G. "Compressed work schedule" (CWS) is always a fixed shift.
- H. "4/40" is a 40 hour weekly basic work schedule that includes four (4) workdays in one week. Participants will work four 10 hour days each week and have one designated non-workday each week.
- I. "Credit hours" means those hours worked in excess of an employee's basic work requirement in which an employee on a flexible work schedule elects to work so as to vary the length of a succeeding workday or workweek. The use of credit hours cannot be used in a pattern that represents a 4/40 schedule. Employees who occupy positions designated for fixed work schedules and employees working 9 and 10 hour FWA schedules are not eligible to earn credit hours.

### **Section 3. General Overtime Provisions**

- A. Overtime shall not be distributed or withheld as a reward or penalty.
- B. When an employee, whether covered by the Fair Labor Standards Act or exempt, works regular overtime, such overtime will be scheduled and paid in increments of 15 minutes. When an employee, whether covered by the Fair Labor Standards Act or exempt, works irregular overtime, such overtime will be paid in increments of 15 minutes. Daily increments of less than 15 minutes, if such occur, will be accumulated during the workweek. At the end of the workweek, any increments of 7 minutes or

- fewer will be rounded down and any increments of 8 minutes or more will be rounded up to the next 15 minute interval.
- C. Employees covered by both the Fair Labor Standards Act and Title 5 U.S.C. shall receive overtime compensation in accordance with whichever benefit is greater.
  - D. When approved by Management, employees can accrue and use compensatory time in accordance with applicable law and Government-wide rule and regulation. When feasible, the Employer shall grant such an employee's request for compensatory time rather than payment for overtime. An employee may request compensatory time off for hours of work spent in travel status that otherwise would qualify for overtime compensation, in accordance with law, government-wide regulation and Agency policy.
  - E. When employees in a voluntary situation indicate in advance that they will work overtime, the Employer should have a reasonable expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have his or her name placed at the end of any overtime roster. Such employees may be considered for overtime after all eligible employees have been given proper consideration or will be excluded from overtime work for two (2) weeks, whichever comes first.
  - F. Employees who are called back to work at the office for a period of overtime unconnected to their regularly scheduled tour, or who work overtime on Saturday and/or Sunday but are unable to complete the minimum overtime scheduled due to work related reasons outside control of the employee, are entitled to a minimum of two hours of overtime pay. Employees who work on a Federal holiday but are unable to complete the minimum scheduled time due to work related reasons outside control of the employee, are entitled to a minimum of two hours of holiday pay.
  - G. When scheduled overtime is to be mandated for all employees in the occupation/operating entity, employees will be notified at least 3 days in advance, whenever possible. Notice of 2 days will be given for all other overtime work, whenever possible.
  - H. When the Administration decides to use overtime, qualified volunteers will be used before using non-volunteers

#### **Section 4. Holidays**

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



- the “in lieu of” holiday is Friday. If a holiday falls on Sunday the next workday is the “in lieu of” holiday; e.g., if a holiday falls on Sunday and if Monday is a non-workday for the employee under their flexible 5/4/9 or 4/40 work arrangement, the “in lieu of” is Tuesday.
- B. Holidays that fall on an employee’s 9 hour day require the employee to use one hour of leave or an earned credit hour to account for the holiday period. To avoid charge to leave or an earned credit hour the employee will be permitted to either move their 8 hour day to the holiday or charge their day off to the holiday.
  - C. Holidays that fall on an employee’s 10 hour day require the employee to use two hours of leave or two hours of earned credit hours to account for the holiday period.

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

- A. Employees will be given an opportunity to request a flexible 5/4/9 or 4/40 work arrangement designating their preferred day(s) off and 8 hour work day if on a flexible 5/4/9 schedule. The employee will submit the request to his/her first line supervisor. The employee’s choice will be subject to approval of the first line supervisor.
- B. Employees will have a one (1) month request period beginning two (2) months before the start of the next flexible 5/4/9 or 4/40 work arrangement period (i.e., February is the employee’s request period for the April through September flexible 5/4/9 or 4/40 work arrangement; August for the period October through March). The Employer will make a timely decision within ten work days following the request period (i.e., March or September). If a flexible 5/4/9 or 4/40 work arrangement is denied, the employee may adjust their leave requests in accordance with Article 31 of the National Agreement.
- C. An employee may request a change in their flexible 5/4/9 or 4/40 work arrangement day off because of a family emergency. The request must be in writing. The supervisor will consider staffing needs and workload conditions prior to acting on the request.
- D. Employees have the option of going from a flexible 5/4/9 or 4/40 work arrangement to the regular flextime plan at the beginning of any pay period. Employees who wish to change from the regular flextime plan to a 5/4/9 or 4/40 work arrangement may only do so at the start of the six month leave request period. However, employees with bona fide emergency needs, as determined by management, may request participation in a 5/4/9 or 4/40 work arrangement outside the normal request times. If approved by management, affected employees may change to a 5/4/9 or 4/40 work arrangement at the start of the next appropriate pay period.

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

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

Occasions may arise when flexible work arrangements must be temporarily suspended as a result of unusual workload needs or an operational emergency. The Administration shall make every reasonable effort to avoid suspension of an employee's participation in these work arrangements. If any of these work arrangements are suspended, affected employees will be allowed to earn and use credit hours in accordance with credit hour rules during the suspension period.

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

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

## **Section 7. Saturday Credit Hours**

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

## **Section 8. Miscellaneous**

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

- B. For bona-fide family emergencies, management may permit temporary exceptions to an employee's established starting time.
- C. Management may temporarily change lunch/break schedules to accommodate operational needs.

## **Appendix A**

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

#### **Section 1. Purpose**

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

#### **Section 2. Employee Options**

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

#### **Section 3. Scope**

All full-time bargaining unit employees (including temporary employees) working in Field offices are covered by this appendix. Part-time employees may work flextime on those days that they work an 8 hour tour.

#### **Section 4. Determining Office Plan**

The flextime plan for each office is determined by the number of full-time permanent (FTP) bargaining unit (BU) employees assigned to work in that office. Offices with 15 or more FTP BU employees will use the large office plan. Offices with 14 or fewer FTP BU employees will use the small office plan. Those offices with 13 or 14 FTP BU employees that are under the large office plan as of the effective date of this agreement will continue under that plan. Thereafter, management will review the office staffing for all offices annually as of October 1 to determine which plan to use. Once an office meets the criteria to use the large office plan, it will not revert to a small office plan until the number of FTP BU employees drops below 13 as of the annual review of the staffing in October.

#### **Section 5. Flextime in Large Offices**

##### **A. Flextime Shifts**

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

## B. Core Time

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

## C. Flexible Band

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

## Section 6. Flextime in Small Offices

### A. Flextime Shifts

Shift 1 begins 45 minutes before the normal start time and ends 1 hour after the normal start time. Shift 2 begins at the normal start time and ends one hour after the normal start time.

### B. Core Time

Where normal office hours are 8 a.m. to 4:30 p.m. with 30 minutes for lunch, core time for Shift 1 employees shall be 9:00 a.m. to 3:45 p.m. Core time for Shift 2 employees shall be 9 a.m. to 4:30 p.m.

### C. Flexible Band

The flexible band for small offices is a 1 hour and 45 minute period starting 45 minutes before the normal start time and ending one hour after the normal start time. It will also be 45 minutes prior to the normal end of the workday to one hour after the end of the normal workday.

## **Section 7. Common Flexitime Provisions for Large and Small Offices**

The following provisions apply to both large and small offices:

### **A. The Flexitime Workday**

The usual eight (8) hour workday plus lunch will be replaced by a working day that is composed of two (2) different types of time: core time and a flexible band. On days where the tour for a part-time employee is less than 8 hours, employees may flex 30 minutes before or after their normal start time. Employees with prior supervisor approval may flex out for lunch. The employee must append this time to his/her already established lunch period.

### **B. In Office Training and Meetings**

Consistent with operational needs, training and meetings will be scheduled to minimize interference with the use of the morning flexible band. On days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings.

### **C. Shift Assignments**

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

### **D. Adjustments to Shift Assignments**

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

### **E. Shift Rotations**

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

### **F. Timekeeping Procedure**

All bargaining unit employees will be expected to use time recording equipment or sign in and sign out each day using the SSA Serial Time and Attendance Roster (Form SSA-30), subject to final Automated Time and Attendance agreements. Employees will use the applicable system in order of their arrival and departure.

#### G. Start Times

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

#### H. Lunch and Breaks

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

#### I. Return to Fixed Shift

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

##### 1. Court Leave

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

##### 2. Out-of-Office Training

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

##### 3. Travel Status

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

##### 4. Delayed Office Openings

When the opening of an office is delayed, all employees will revert to normal office hours.

#### J. Adjustments to Flextime Bands

Should less than four employees for large offices and two employees for small offices utilize the 15 minute band at the beginning or end of the day for five consecutive workdays, that portion of flexband may be discontinued beginning the next pay period. That portion of the flexband will be resumed when more than three employees for large offices and more than one employee for small offices express an interest in working that portion of the band.

### **Section 8. Flexible 5/4/9-Work Arrangement Eligibility for Field offices**

Field offices with 12 or more bargaining unit employees will be allowed to participate in the flexible 5/4/9-work arrangement for field offices. Those offices with 10 or 11 bargaining unit employees which were eligible to participate in the flexible 5/4/9 work arrangements for field offices as of the effective date of this agreement will continue to be eligible to participate. Thereafter, management will review the office staffing for all offices annually as of October 1 to determine whether the office meets the criteria to participate. No office will lose eligibility to participate in this plan unless it drops below ten (10) bargaining unit employees at the time of the annual review.

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

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

- A. Employees electing to work the flexible 5/4/9 work arrangement can work a flexible schedule that is consistent with the office flexible band. Employees must schedule their arrival so as to complete their 9 ½ hour work schedule (to include lunch) by the end of their flexible band.
- B. Participants will work eight 9-hour days each pay period.
- C. Participants will work one regular 8-hour workday each pay period that corresponds to shift 2 (Start time cannot be earlier than 8 a.m.). However, start times will continue in those offices that allowed start times earlier than 8:00 a.m.
- D. Participants will have one non-workday each pay period.

### **Section 10. Determining the Flexible 5/4/9 Work Arrangement**

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



## **Section 11. Scheduling**

- A. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.
- B. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest service computation date (SCD). Management will timely communicate to the employee any denial of the preferred day off.
- C. After initial assignments, rotation between shifts will occur if employee conflicts continue to exist on a semi-annual basis, consistent with semi-annual leave requests, to ensure that all employees have an opportunity to have the most popular days off. The rotation may occur in the following or similar fashion: Employees with Mondays off would rotate to Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday, Friday to Tuesday, etc.

## **Section 12. Credit Hour Provisions**

### **A. General Provisions**

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

- B. Credit hours are worked at the conclusion of the employee's 8 hour day and can only be worked within the flexible band of the office. Employees assigned to shift two may adjust their arrival time to work pre-approved credit hours only after completing an eight hour tour. The employee's departure time cannot be prior to the end of core time for shift two (e.g. 4:30 p.m.). Failure to comply with this provision for reasons other than a personal emergency (in accordance with Article 31) will result in the employee assigned to shift 2 forfeiting the opportunity to start work prior to the beginning of the normal shift 2 flexible band for two weeks from the date of the incident.

Any shift two employee who wishes to take advantage of this provision, must request and be given approval by close of business the preceding work day.

- C. All full-time employees may participate in the credit hour program consistent with the provisions and requirements of this appendix. Part-time employees are covered on those days that they work an 8-hour tour. Part-time employees may also earn up to 2 ½ credit hours on their non-tour day(s).

#### D. Requesting Credit Hours

1. The Employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.
2. The procedure described in Section 12 D.1 above does not preclude submission of, and approval of a request to work credit hours for more than one workday in the future.
3. The procedure described in Section 12 D.1 above does not preclude requesting same-day credit hours.
4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

#### E. Signing for Credit Hours

All employees working credit hours will sign in and out for the credit hour period worked on a serial sign-in/sign-out sheet, subject to Automated Time and Attendance agreements, provided by management. Employees must be ready and available to work upon signing in.

#### F. Earning Credit Hours

An employee may earn up to two and one-half (2 1/2) credit hours per workday. Credit hours may be earned in one-quarter (1/4) hour increments. An employee may accrue up to 28 hours during a pay period, however, only a maximum of 24 credit hours may be carried over from the prior pay period. Part-time employees may not carry over from the prior pay period more than one-half of their weekly part-time tour. Credit hours must be earned in advance of their use.

#### G. Using Earned Credit Hours

The use of credit hours shall be approved in the same manner as annual leave in accordance with Article 31 of the national agreement. Credit hour use will be requested on form SSA-71 or equivalent. Supervisors will approve use of credit hours under the same criteria used for the approval of leave. In the event of a conflict between credit hour requests, it will be resolved in favor of the employees with the earliest SCD within the work unit by the supervisor.

## **Appendix B**

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

#### **Section 1. Purpose**

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

#### **Section 2. Scope**

##### **A. General**

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

##### **B. Credit Hour Plan**

All full-time employees (including temporary employees) may participate in the credit hour program consistent with the provisions and requirements of this appendix. Part-time employees are covered on those days that they work an 8 hour tour. Part-time employees may also earn up to 2 ½ credit hours on their non-tour day(s).

##### **C. Flexible 5/4/9-Work Arrangement**

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

#### **Section 3. Credit Hours Provisions**

##### **A. General Provisions**

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

## B. Requesting Credit Hours

1. Employees should normally request the opportunity to earn credit hours no later than 3:30 p.m. on the workday prior to the proposed date of working the credit hours, however this does not preclude requesting same day credit hours.
2. The employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designed by management.
3. The request will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials of written requests will be in writing and returned to the employee as soon as possible. Denials will specify the reason for disapproval.
4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

## C. Signing for Credit Hours

All employees working credit hours will sign in and sign out for the credit hour period worked on a serial sign-in/sign-out sheet, subject to final Automated Time and Attendance agreements, provided by management. Employees must be ready and available to work upon signing in.

## D. Earning Credit Hours

An employee may earn up to two and one-half (2 1/2) credit hours per workday. Credit hours may be earned in one-quarter (1/4) hour increments. An employee may accrue up to 28 credit hours during a pay period; however, only a maximum of 24 credit hours may be carried over from the prior pay period. Part-time employees may not carry over from the prior pay period more than one-half of their weekly part-time tour. Credit hours must be earned in advance of their use.

## E. Using Earned Credit Hours

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

1. Credit hour use will be requested on Form SSA-71 or equivalent.

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

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

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

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

##### **B. Flexible 5/4/9 Work Arrangement Rules For TSC's**

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

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

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

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

#### **Scheduling**

1. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.
2. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest SCD. Management will timely communicate to the employee any denial of the preferred day off.
3. After initial assignments, rotation between shifts will occur, if employee conflicts continue to exist, on a semi-annual basis, consistent with semi-annual leave requests, to ensure that all employees have an opportunity to have the most popular days off. The rotation may occur in the following or similar fashion: Employees with Mondays off would rotate to Wednesday, Tuesday to Thursday, Wednesday to Friday, Thursday to Monday, Friday to Tuesday, etc.

## **Section 5. Flextime in TSCs**

### **A. Flextime in TSCs**

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

### **B. Scheduling Flextime**

1. Employees will be given an opportunity to request the fixed tour of their choosing. Shift rotations will continue under local agreements.
2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.
3. Once operational needs are resolved, conflicts in scheduling will be resolved in favor of the employee with the earliest SCD.
4. All full-time bargaining unit employees (including temporary employees) working in any TSC are covered by this appendix. Part-time employees may work flextime on those days that they work an 8 hour tour. On days where the tour for a part-time employee is less than 8 hours, employees may flex 30 minutes before or after their normal start time.

### **C. TSC Flextime Procedures**

1. Core time is the period that begins at the end of a shift's morning flexible band and ends at the beginning of that shift's afternoon flexible band, excluding the lunch period. To the extent possible, existing lunch and break arrangements at the sites will be maintained.
2. The beginning of the shift core time will constitute the beginning point for any tardiness or absence that may arise pursuant to Article 31, Sections 3.A and 5 of the National Agreement.
3. All full time TSC employees will be able to report to work any time within the applicable morning flexband and leave during the applicable afternoon flexband after accounting for 8 hours of work, excluding lunchtime.

4. Part-time employees who work an 8 hour day may use flextime in the same manner as full-time employees. Those part-time employees who work less than an 8 hour day may start anytime between 30 minutes before the normal start time and up to 30 minutes after the normal start time. Their workday may also end from between 30 minutes prior to the normal end of workday up to 30 minutes after the end of the normal workday.
  5. Employees with prior supervisory approval may flex out for lunch. The employee may only append this time to his/her already established lunch period.
- D. FLEXIBLE BANDS will be as follows except in the first and last shifts in the Mega Centers.
1. Morning Flexible Band: Begins forty five (45) minutes before the normal start time and ends forty five (45) minutes after the normal start time.  
  
Afternoon Flexible Band: Begins forty five (45) minutes before the normal quitting time and ends forty five (45) minutes after the normal quitting time.
  2. In TSCs with 2 shifts the second shift has a normal start time fifteen (15) minutes after the currently existing starting time (Shift 1). The flexible band is one and one half (1 ½) hours as above. One third of the staff is assigned to shift one with the remaining employees assigned to shift two.
  3. Shift assignments and rotations will continue under existing local level arrangements.
  4. MEGA-TELESERVICE CENTERS (including Salinas TSC)
    - a. The first shift in the Mega Centers will start 30 minutes before the normal start time and end 60 minutes after the normal start time.  
  
Example: Normal start time is 7:00 - An employee may report as early as 6:30 and no later than 8:00.
    - b. The middle shifts in the Mega Centers will start forty-five (45) minutes before the normal start time and end forty-five (45) minutes after the normal start time.  
  
Example: Normal start time is 8:00 – An employee may report as early as 7:15 and no later than 8:45.
    - c. The last shift in the Mega Centers will start thirty (30) minutes before the normal start time and end fifteen (15) minutes after the normal start time.

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

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

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

d. Fixed end of shift invocation

1. When an insufficient number of employees are available for phone coverage, managers may assign employees to a fixed end of shift from 6 to 7:15 p.m.
2. The employees required to work this fixed period will be selected in the following manner:
  - a. Volunteers
  - b. When there is an insufficient number of volunteers, those with the lowest SCD will be chosen.
  - c. When there are an excess number of volunteers, those with the highest SCD will be chosen.
  - d. Ties in SCD will be broken by a locally agreeable method.
  - e. Shift assignments and rotations for Mega Centers will continue under local agreements.
3. Night differential pay is payable in this situation for the period from 6:00 to 7:15 p.m. that the employees have no flexibility about working in accordance with applicable payroll policies.

E. Return to fixed shift

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



- a. Court Leave: Employees eligible for court leave will automatically revert to their normal office working hours for purposes of returning to work when court closes early or their services are not needed by the court.
- b. Out-of-Office Training: Employees who are scheduled to attend all day or partial day out of office training may be required to revert to normal office working hours.
- c. Travel Status: Employees who will be in travel status will either revert to normal office hours or remain on flextime, depending upon operational needs.
- d. Delayed Office Openings: When the opening of an office is delayed all employees will revert to normal office hours.
- e. Full Day Training: Employees scheduled to attend all day in office training may be required to revert to a fixed shift.

## **Appendix C**

### **Flexible Work Arrangements (FWA) Compressed Work Schedules (CWS) and Credit Hour Plans for Headquarters Components (Excluding OHA, Except those OHA Units Established as Part of Local 1923)**

#### **Section 1. Purpose**

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

#### **Section 2. Exceptions**

##### **A. FWA and Fixed Shift Employees**

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

##### **B. Use of Credit Hours in 24-Hour Operations**

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

#### **Section 3. General Provisions**

##### **A. Employee and Management Options**

The parties understand and agree that credit hours or flexible 5/4/9 or 4/40 work arrangements will be initiated by the employee and will be subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and

compensatory time (with the exception of religious compensatory time) are initiated by the Employer.

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

For Headquarters components, the flexbands are 6 a.m. to 9:30 a.m. and 2:30 p.m. to 6 p.m. Consequently, employees working a flexible 5/4/9 or 4/40 work arrangement must arrange their arrival time so they can complete their nine and one-half (9 1/2) hour or ten and one-half (10 1/2) work schedule by 6 p.m.

#### C. Credit Hour Accrual and Usage

Headquarters employees may earn credit hours in conjunction with flextime.

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

- A. Employees will revert to their established fixed shifts when there is an administrative decision to authorize a late opening. Management will establish a fixed shift schedule for the nine and one-half (9 1/2) hour work day and ten and one-half (10 1/2) hour work day. In the event there is an early closing, management will excuse the remaining hours in the workday, if any.
- B. An employee will continue to participate in the flexible 5/4/9 or 4/40 work arrangement while in travel status unless there is a need to change the work schedule; e.g., the hours of operation at the travel site differ from those of the employee. Management reserves the right to adjust the work schedules of employees in travel status and if possible should do so in advance of the administrative workweek.

### **Section 5. Credit Hour Provisions**

#### A. Procedures

1. Employees eligible to work credit hours under the provisions of this appendix will be permitted to earn up to two and one-half (2 1/2) credit hours per day, if approved, provided that there is appropriate work available as determined by management for the employee and it can be performed at the requested time(s). Employees may accrue credit hours so that the total exceeds the 24-hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. All credit hours must be worked within the prescribed flexband. Part-time employees may work up to 2 1/2 credit hours on their non-tour day(s).
2. Credit Hours can be earned in one-quarter (1/4) hour increments.

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

#### B. Requests to Work Credit Hours

1. The employee will have the option to request the opportunity to earn credit hours orally, or by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Same day requests to work credit hours are also acceptable. Denials must be made in writing and returned to the employee as soon as possible.
2. The procedure described in Section 5(B)(1) above does not preclude submission of, and approval of a request to work credit hours for more than one workday in the future.
3. The procedure described in Section 5(B)(1) above does not preclude working same day credit hours.
4. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime.

#### C. Usage of Credit Hours

Use of earned credit hours is to be requested by submitting a form SSA-71 or equivalent. The employee will check the block to the left of "Other" and write out credit hours. Credit hours can be used in lieu of, or together with approved leave.

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

#### A. Procedures

In maintaining adequate staffing coverage within SSA headquarters components, it is agreed and understood that management will approve flexible 5/4/9 or 4/40 work arrangements in a fair and equitable manner. In order to maintain appropriate resources by positions, management will approve employee requests for specific schedules as long as the requests generally will not result in more than fifteen (15)

percent of the staff being off on any given day. However, this amount may be increased depending upon workload and differing demands of respective offices/components. This is over and above the normal leave usage. In computing the fifteen (15) percent staffing figure, management will round up to the next whole person.

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

1. Each employee desiring to work under a flexible 5/4/9 or 4/40 work arrangement should submit, on a form designated by management, a written request to their supervisor for a decision. The Employer will act upon these requests as soon as possible, but in no case later than thirty (30) days following the requesting period. Employees already established in a flexible 5/4/9 or 4/40 work arrangement will not be required to file a new request for each new requesting period.
2. All new employees or rehires will be given the opportunity of requesting to participate in the flexible 5/4/9 or 4/40 work arrangement.
3. Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee with the earliest SCD.
4. Employees requesting a change to their day(s) off under a flexible 5/4/9 or 4/40 work arrangement may only make such changes at the semiannual requesting period. Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the provision of subsection 3 above. Hardship situations will be handled on an exception basis by management.
5. A new six (6) month flexible 5/4/9 or 4/40 work arrangement will always begin the first day of the first full pay period of the first month of the new flexible 5/4/9 or 4/40 work arrangement schedule.

## **Appendix D**

### **Flexible Work Arrangements (FWA) and Credit Hour Plans for Office of Hearing and Appeals (OHA)**

#### **Section 1. Purpose**

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

#### **Section 2. Scope**

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

#### **Section 3. Basic Provisions**

##### **A. Timekeeping Procedures**

All bargaining unit employees will be expected to sign in and sign out each day using the SSA Serial Time and Attendance Roster (Form SSA-30), subject to final Automated Time and Attendance agreements. Employees will use the applicable system in order of their arrival and departure.

##### **B. Lunch and Breaks**

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

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

12:30 pm. Employees working the 4/40 FWA must take their lunch period between 11:30 am and 1:00 pm.

- Employees who report to work at 8:00 am or later must take their breaks between 10:30 am and 11:15 am and between 2:15 pm and 3:00 pm. These employees must take their lunch period between 12:30 pm and 2:00 pm.
- Management may approve an employee's request to change his/her break and/or lunch period for a day or for a longer period.
- Employees with medical conditions will be reasonably accommodated in scheduling breaks and lunch.

#### **Section 4. Flextime Procedures (OHA Headquarters and Field Offices)**

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

B. Flextime Procedures for OHA Headquarters

1. Core Time and Flexible Bands for OHA Headquarters

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

2. Periods of Absence

Employees who flex-in and flex-out during their work shift must use the serial sign-in/sign-out sheet, subject to final Automated Time and Attendance agreements. Employees are responsible for working their scheduled workday shift of eight (8), nine (9), or ten (10) hours.

3. Delayed Opening

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

C. Flextime Procedure for OHA Field Offices (including Processing Centers)

1. Core Time and Flexible band for OHA Field Offices

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

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

## 2. Shift assignments

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

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

- Volunteers.
- When there is an insufficient number of volunteers, the employee(s) with the latest SCD will be chosen.
- When there is an excess number of volunteers, the employee(s) with the earliest SCD will be chosen.
- Ties in SCD will be broken by a lottery drawing.
- There will be a shift rotation after each three (3) month interval by using the above procedures. Management will make every reasonable effort to avoid selecting employees for consecutive shift 2 assignments unless the employee volunteers.
- In the event of unusual workloads or staffing problems for shift two, Management will assign the least senior employee(s) within the position to shift 2 until the situation is resolved, but for no longer than three (3) months.

Credit hours are worked at the conclusion of the employee's 8 hour day and can only be worked within the flexible band of the office. Employees assigned to shift two may adjust their arrival time to work preapproved credit hours only after completing an eight hour tour. The employees' departure times cannot be prior to the end of core time for shift two (i.e. 4:30pm.). Failure to comply with this provision for reasons other than a personal emergency (in accordance with Article 31) will result in the employee assigned to shift 2 forfeiting the opportunity to start work prior to the beginning of the normal shift 2 flexible band for two weeks from the date of the incident.



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

4. Periods of Absence – Flex during Core Hours

Employees who flex-in and flex-out during their work shift must use the serial sign-in/sign-out sheet, subject to final Automated Time and Attendance agreements. Employees are responsible for working their scheduled workday shift of eight (8), nine (9), or ten (10) hours.

5. Delayed Opening

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

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

A. Employee Option

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

B. Eligibility at OHA Headquarters

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

C. Eligibility for OHA Field Offices

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

Field offices with 15 or more employees as of the effective date of this Agreement will be allowed to participate in the flexible 5/4/9 or 4/40 work arrangements for field offices. The number of employees will be reviewed on October 1 of each year to determine whether the office meets criteria to participate. No office will lose eligibility to participate in this plan unless it drops below thirteen (13) employees as of the date of the review.

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

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

1. Flexible 5/4/9 or 4/40 work arrangement will be designed so that approximately fifteen percent (15%) of the employees under each timekeeper number can be off work at one time. The employer may allow an excess of 15% of the employees to be off on any given day.
2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules.
3. Conflicts in initial scheduling will be resolved in favor of the employee with the earliest SCD.
4. If a conflict arises after initial assignments, the employees will attempt to resolve the scheduling problem themselves. To ensure that all employees have an opportunity to have the most popular days off, rotation between schedules will occur on a semi-annual basis if the employees cannot resolve the problem.

## **Section 7. Temporary Suspension of Flexible 5/4/9 or 4/40 Work Arrangement**

The flexible 5/4/9 or 4/40 work arrangement may be suspended when an employee is to attend a training class with fixed beginning and ending times which could conflict with the flexible 5/4/9 or 4/40 work arrangement.

## **Section 8. OHA Credit Hour Provisions**

### **A. Eligibility to Participate in the OHA Credit Hour Plan**

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

### **B. Credit Hour Procedures in OHA**

1. Participants in the OHA credit hour plan will be permitted to earn up to two and one-half (2 1/2) credit hours per work day, if approved, provided that there is appropriate work, as determined by management, at the requested time(s). Employees may accrue credit hours so that the total exceeds the 24 hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. Part-time employees may work up to 2 1/2 credit hours on their non-tour day(s).

2. Credit hours can be earned in one-quarter ( $\frac{1}{4}$ ) hour increments.
3. In accordance with law the maximum number of credit hours a full-time employee may carry over from one pay period to the next pay period is twenty-four (24). Part-time employees may accumulate and carry over not more than  $\frac{1}{4}$  of the hours in such employee's biweekly basic work week.
4. Request to work Credit Hours
  - a. The employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. Same day requests to work credit hours are also acceptable. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.
  - b. 4(a) above does not preclude submission and approval of a request to work credit hours for more than one workday in the future as long as the total hours accrued does not exceed twenty-four (24).
  - c. 4(a) above does not preclude working same day credit hours.
  - d. If credit hours are requested and approved and overtime is subsequently made available in advance of working the credit hours approved, the employee will be afforded the opportunity to elect to work the overtime.
5. Recording Credit Hours
  - a. Credit hours earned, used, and the balance remaining will be recorded in the manner provided by the payroll system.
  - b. Credit hours earned on a daily basis will be recorded by the employee on the appropriate time and attendance roster.
6. Use of Credit Hours

Use of credit hours may be requested by submitting a form SSA-71 or equivalent. The employee will check the block to the left of "other" and write out "credit hours." Credit hours can be used in lieu of, or together with, approved leave and/or compensatory time.

**Section 9. Miscellaneous**

- A. If Management proposes to make any change to the FWA or the Credit Hour Plan of bargaining unit employees, or to restrict the application of the FWA or the Credit Hour Plan to any new position, the Union will be notified in accordance with 5 USC 71.
  
- B. This Appendix does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

## **Appendix E**

### **Flexible Work Arrangements (FWA), and Credit Hour Plans for ROQA**

#### **Section 1. Purpose**

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

#### **Section 2. Scope**

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

#### **Section 3. Flextime Procedures**

##### **A. General**

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

##### **B. Flextime Provisions/Availability of Credit Hours**

1. The Parties understand and agree that FWA will be initiated by the employee. In contrast, the parties understand and agree that the Agency initiates overtime and compensatory time.
2. A flextime schedule with credit hours will be available for all full-time and part-time ROQA employees. Workdays of twelve (12) hours duration will be established for ROQA employees, the flexible bands start at 6 a.m. and end at 6 p.m.
3. Core hours will be from 9:30 a.m. to 2:30 p.m. Flexible bands will be from 6:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 6 p.m.
4. For employees working a flexible 5/4/9 work arrangement, the flexible band start time is 6 a.m. to 8:30 a.m. Employees who work a flexible 5/4/9 work

arrangement must arrange their schedule so that they can complete their nine and one-half (9 1/2) hour work schedule by the end of the workday as provided above.

5. Holidays and premium pay for flexible schedules will be consistent with law and this appendix.
6. Employees working a flexible 5/4/9 work arrangement will not be eligible to earn credit hours as described in this Appendix.

#### C. Special Circumstances

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

### **Section 4. Credit Hour Provisions**

- A. All employees covered by this Appendix will be permitted to earn up to two and one-half (2 1/2) credit hours per work day, with supervisory approval, provided that there is work available for the employee, as determined by management, and it can be performed at the requested time(s). Part-time employees may work up to 2 1/2 credit hours on their non-tour day(s).
- B. Credit hours may be earned in increments of one-quarter (1/4) hour. Credit hours may be used in increments of 1/4 hour.
- C. Full-time employees may accrue credit hours so that the total exceeds the 24 hour maximum limit in a pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. A part-time employee may accrue no more than one-fourth (1/4) of the hours in such employee's basic bi-weekly work requirements.
- D. Consistent with the assignment involved and with prior management approval, ROQA employees may earn credit hours while working in field locations if not on a flexible 5/4/9 work arrangement.
- E. Requesting and Using Credit Hours
  1. The employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible. In the case that there is not enough work available, it is understood

that the employee(s) receiving earlier approval will receive priority over those receiving later approval.

2. E(1) above does not preclude requesting and working, with supervisory approval, same day credit hours.
3. If credit hours are requested and approved and overtime is subsequently made available, the employee will be afforded the opportunity to elect to work the overtime in lieu of credit hours.
4. Use of earned credit hours will be requested by submitting a form SSA-71 or equivalent. Credit hours can be used in conjunction with any other type of leave and/or compensatory time.
5. Part-time employees may work credit hours on their day off, subject to all other provisions of FWA (Maximum of 2 1/2 hours per day).

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

### **A. General**

The flexible 5/4/9 work arrangement may be suspended when employees are to attend training classes with fixed beginning and ending times that would conflict with the flexible 5/4/9 work arrangement or in other situations returning to a standard (fixed) schedule.

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

1. Employees already established in a flexible 5/4/9 work arrangement will not be required to file a new request for each new requesting period.
2. Management will consider operational needs and employee preference in making assignments and reassignments to work schedules. Once operational needs are taken care of, any conflicts in initial scheduling that result will be resolved in favor of the employee with the earliest SCD. In such cases, as soon as possible within the ten (10) days Management has to act, the supervisor will communicate the reason(s) for denial of the initial request, in writing, to the employee.
3. A new six (6) month flexible 5/4/9 work arrangement will begin the first day of the first full pay period of the first month of the new flexible 5/4/9 work arrangement.
4. Premium pay for compressed schedules will be consistent with law.

- C. In the event of a late opening or early closing on a day that would otherwise be an employee's nine (9) hour day, the employee will be deemed as having completed the nine hour day.

### **Section 6. General Provisions**

- A. Employee time will be recorded on serial sign-in/out sheets subject to final Automated Time and Attendance agreements. Management will determine the appropriate locations of the sign-in/out sheets. Such locations will be convenient to all employees in a given work unit. Employees will sign in upon the start of work and sign out at the end of work. Employees will not be required to sign in and out at lunch except when the normal lunch period is exceeded or leave is taken.

- B. Staff Meetings, Training Sessions, etc.,

Employees whose non-work period or day causes them to miss a staff meeting(s), a training session(s), etc. shall not be disadvantaged by the use of credit hours, leave, or the flexible 5/4/9 work arrangement.

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



## **Appendix F**

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

#### **Section 1. Purpose**

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

#### **Section 2. Credit Hours**

##### **A. Eligibility**

The following are excluded from participating in credit hours:

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

##### **B. Credit Hour Procedures**

1. Credit hours can only be worked on days that the employee is scheduled to work. Credit hours must be worked within established flexible schedules. However, part-time employees may work up to 2 1/2 credit hours on their non-tour day(s).
2. Employees may earn credit hours in one-quarter hour (1/4) increments. Both full-time and part-time eligible employees may work a maximum of two and one-half credit hours per scheduled workday. Employees will not earn and use credit hours in a pattern that creates a 4/40 work schedule.
3. Employees eligible to work credit hours will be permitted to do so, provided there is appropriate work as determined by management and it can be performed at the requested time(s). Requests to work credit hours must be made orally or in writing no later than noon the day the credit hour is to be worked. A written explanation will be provided for any denial.

4. Current arrangements for recording credit hours will be used, subject to final Automated Time and Attendance agreements.
5. Employees may accrue credit hours so that the total exceeds the 24 hour maximum limit within the pay period. However, the hours in excess of 24 must be requested and used prior to the end of the pay period. A full-time employee may carry over from one pay period to the next a maximum of 24 credit hours, regardless of when they were earned, without risk of forfeiture.
6. A part-time employee can accumulate or carry over to a succeeding pay period not more than one-fourth of the hours in such employee's biweekly basic work requirement.
7. If credit hours are requested and approved and overtime is subsequently made available, the employee will be offered the opportunity to elect to work the overtime in lieu of credit hours.

#### C. Procedures for Using Credit Hours

1. Employees will request to use earned credit hours in advance, using Form SSA-71 or equivalent.
2. Employees may use credit hours in increments of one-quarter hour. They may be used alone, in lieu of or in combination with approved annual leave, sick leave, or leave without pay.
3. Supervisors will approve credit hours using the same criteria used for the approval of leave. Any conflict between credit hour requests will be resolved in favor of the employee(s) with the earliest SCD.

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

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

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

2. Employees who discontinue a flexible 5/4/9 or 4/40 work arrangement must wait until the next six month scheduling period cycle before applying to return to a flexible 5/4/9 or 4/40 work arrangement.
3. Employees already established in a flexible 5/4/9 or 4/40 work arrangement will not be required to file a new request for each new requesting period.

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

1. Part time employees are not eligible for flexible 5/4/9 or 4/40 work arrangement.
2. An employee may be involved in travel, training, or unusual activities that do not accommodate a flexible 5/4/9 or 4/40 work arrangement. Consequently, an employee may be precluded from participating in the flexible 5/4/9 or 4/40 work arrangement for one or more pay periods. During such periods, the employee may participate in a flexible schedule to the extent that she/he is not required to be on a fixed tour.
3. Operational emergencies may dictate that an employee participating in the flexible 5/4/9 or 4/40 work arrangement may be required by management to have his/her schedule modified for a particular pay period. The modifications may include altering the employee's off day and/or eight hour day.
4. An employee may request a change in his/her day off because of extenuating circumstances, subject to management approval.
5. Employees participating in a flexible 5/4/9 or 4/40 work arrangement who are involuntarily assigned to a new unit eligible for flexible 5/4/9 or 4/40 work arrangement will be allowed to continue their existing flexible 5/4/9 or 4/40 work arrangements.

#### **Section 4. Flextime Provisions**

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

#### **Section 5. General Provisions**

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

- B. In the event of an administrative decision to authorize late arrival or early dismissal, employees shall revert to their appropriate fixed tours; e.g., nine hour tours on a nine hour day, ten hour tours on a ten hour day for employees on a flexible 5/4/9 or 4/40 work arrangement.
- C. Employees participating in the flextime plan may be required to report to work at a set time because of a particular work activity, such as a training class. The assignment of a fixed reporting time does not necessarily preclude the employee from working credit hours within the remaining portion of the established flexible schedule for the PSC, and RO/ROGC.
- D. Employees at a temporary duty station (TDY) will be governed by any FWA plan in effect at the TDY.
- E. The agency agrees to make every reasonable effort to schedule meetings during core hours and to give employees as much advance notice of these meetings as possible. Employees who are scheduled to attend special meetings outside core hours must plan their schedules accordingly.
- F. If an employee's non-work period or day causes him/her to miss meeting(s) or training session(s) conveying information for which the employee will be held responsible, his/her supervisor will ensure that this information is timely given to the employee.
- G. The agency agrees that employees should be excluded from the provisions of this appendix only when such action is necessary to ensure that the duties and requirements of an employee's position are fulfilled.

## **Appendix G**

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

#### **Section 1. Purpose**

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

#### **Section 2. General**

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

The parties agree to continue to follow the provisions of the MOU dated 5/30/2000 regarding Boyers, the MOU dated 6/13/2000 regarding Wilkes Barre Data Operations Center flextime-AWS-Credit Hour expansion experiment, and the MOU dated 5/11/2001 regarding WBDOC CST expansion.

#### **Section 3. Provisions Related to Flextime**

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

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

#### **Section 4. Provisions Related to Credit Hours**

##### **A. Procedures for Working Credit Hours**

1. Credit hours can only be worked on days that the employee is scheduled to work. Credit hours must be worked within established flexible schedules. However, part-time employees may work up to 2 1/2 credit hours on their non-tour day(s).
2. Credit hours are worked in one-quarter hour increments each day. Both full-time and part-time eligible employees may work a maximum of two and one-half credit hours per scheduled workday provided that appropriate work as determined by management is available for the employee and it can be performed at the requested time(s). Credit hours will not be accrued and used in a manner that would be characteristic of a 4/40 work schedule.
3. The employee has the option to request the opportunity to earn credit hours orally, or in writing by completing a form designated by management. The request will ordinarily be made on the workday preceding the day the hours are to be worked, or the same workday and will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next available line manager. Denials must be in writing and returned to the employee as soon as possible.
4. Serial sign-in/sign-out sheets subject to final Automated Time and Attendance agreements will be used to record credit hours.
5. A full-time employee may accrue up to 28 credit hours during a pay period. However, a maximum of 24 hours only may be carried over from one pay period to the next, regardless of when they were earned without risk of forfeiture. All employees may carry over from one season to the next a maximum of 24 credit hours. Full-time employees will be permitted to earn up to two and one-half (2 1/2) credit hours per day. However, the hours in excess of 24 must be requested and used prior to the end of the pay period.
6. A part-time employee can accumulate or carry over to a succeeding pay period not more than one-fourth of the hours in such employee's bi-weekly basic work requirement.
7. If credit hours are requested and approved and overtime is subsequently made available before the work is performed, the employee will be notified and afforded the opportunity to work overtime instead. Once credit hours have been worked, they may not be changed to overtime subsequently made available.
8. Holidays and premium pay for flexible schedules will be consistent with law.

## B. Procedures for Using Credit Hours

1. Employees will request to use credit hours in advance using form SSA-71 or equivalent.
2. Employees may use credit hours in increments of one-quarter hour. They may be used alone, in lieu of or in combination with approved leave, in order to take a full day(s) off.
3. Supervisors will approve use of credit hours under the same criteria used for the approval of leave. In the event of a conflict between credit hour requests, it will be resolved in favor of the employee(s) with the earliest SCD within the work unit by position.

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

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

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

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

1. Part-time employees are not eligible to participate in flexible 5/4/9 or 4/40 schedule.
2. An employee may be involved in travel, training, or unusual activities that do not accommodate a flexible 5/4/9 or 4/40 schedule. Consequently, an employee may be precluded from participating in the flexible 5/4/9 or 4/40 schedule for one or more pay periods. During such pay periods, the employee may participate in a flexible schedule to the extent that she/he is not required to be on a fixed shift.
3. An operational emergency may dictate that an employee participating in a flexible 5/4/9 or 4/40 schedule may be required by the Agency to have his/her schedule modified for a particular pay period. The modification may involve altering which day the employee has as an off day or an eight hour day. The Agency agrees to minimize any such modifications.
4. Employees requesting a change to their day off and/or eight-hour day under a flexible 5/4/9 or days off under a 4/40 work schedule may make such changes

only at the semi-annual requesting period. Hardships will be handled on an exception basis by management.

5. To the extent possible, employees who are participating in a flexible 5/4/9 or 4/40 schedule and are assigned to a new unit will be allowed to continue their existing flexible 5/4/9 or 4/40 schedule.
6. Flexible 5/4/9 or 4/40 schedules will be determined by Management in a fair and equitable manner. Work schedules will be designed so that approximately 10 percent of the employees in the work unit by position can be off work at one time. However, this amount may be increased depending upon workload and differing demands. This is over and above normal leave usage. In computing the 10 percent staffing figure, Management will round up to the next whole person.

## **Section 6. General Provisions**

- A. Employees in travel status, scheduled for training, conferences, and other unusual activities necessitating set hours may be required to revert to fixed tours as set in the WBDOC and SRC.
- B. In the event of an administrative decision to authorize late arrival or early dismissal, employees shall revert to their established fixed shift schedules e. g., nine hour tours on a nine hour day for employees on a flexible 5/4/9 or ten hour days for a flexible 4/40 schedule.
- C. On days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings. Employees who are scheduled to attend all day or partial day out-of-office training may be required to revert to their established fixed shift schedule.
- D. All new hires, rehires or returning seasonals will be afforded the opportunity of electing flexible 5/4/9 or 4/40 schedules at the end of the required training period, provided training is scheduled for the entire workday.
- E. Employees at a temporary duty station (TDY) will be governed by any flexible 5/4/9 or 4/40 schedule in effect at the TDY.
- F. If an employee's non-work period or non-work day causes him/her to miss meeting(s) or training session(s) conveying information for which the employee will be held responsible, his/her supervisor will ensure that this information is timely given to the employee.
- G. Notwithstanding any other provision of this appendix, should the Employer-determine that it is unable to provide the level of service required to support the internal



operations as well as the American Public and carry out the daily work of the Agency, the appropriate Management official may suspend the flexible 5/4/9 or 4/40 schedule and/or credit hours.

## Article 11

### Union Use Of Official Facilities And Communications

#### Section 1. Use Of Agency Space

- A. All space provided for union use is Agency space.
- B. All space provided is solely for the use of Administration employees or employees of AFGE.
- C. Union representatives designated as authorized 100% or 50% official time users during the initial designation period of the National Agreement (per Section 2.A of Article 30) will retain their current additional Agency provided space and furnishings.

However, if an initially designated 100% or 50% official time user with additional Agency provided space vacates his/her position for any reason (e.g., loses election, leaves union, retires, etc.); or is designated as less than an authorized 50% official time user during any subsequent designation period (as detailed in Section 2.A of Article 30), such additional Agency provided space reverts back to the Agency within 60 days.

For purposes of this article, "additional agency provided space" means any space provided to a designated official time user that exceeds the space allocated to the official time user by virtue of his/her official agency position of record.

- D. If the agency elects to relocate an office in which an initially designated 100% or 50% official time user with additional Agency provided space is officially assigned (and that union representative's space has not reverted back to the agency per section C above), the initially designated 100% or 50% official time user will be provided similar additional agency provided space in the new office. In this situation the Union will be provided to the extent required by 5 USC 71 the opportunity to bargain the location of the similar space in the new office.

After the move, if the provisions of section C above become applicable, his/her additional Agency provided space reverts back to the agency within 60 days.

- E. If the successor of an initially designated 100% or 50% official time user does not currently have additional Agency provided space, the successor will be entitled to space for up to four (4) file cabinets at their officially assigned duty station.

In addition, if the successor does not have additional Agency provided space, Management will make a good faith effort to locate the successor's agency assigned work station in an area that provides privacy.

- F. If the successor to an initially designated 100% or 50% official time user with additional Agency provided space is located in the same facility, or within the commuting area, the successor will be allowed to use any additional agency provided space in that facility. If the successor fails to frequently utilize such space for representational activities, the space reverts back to the Agency. As long as the successor retains the use of such space, other Union representatives within the commute area may also have occasional use of the successor space. If the successor already has additional Agency provided space and chooses to use his/her predecessor's space, his/her current additional Agency provided space will revert back to the Agency within 60 days.

G. Non Duty Use Of Facilities

The Administration will provide the Union with the non-duty use of facilities to the extent and under the circumstances in effect on the effective date of this agreement.

Management agrees to permit reasonable access to SSA facilities by AFGE employees, union officers and representatives, including offsite union representatives. Such access is limited to the hours the facility is normally open.

Management agrees, within the life of this contract, to provide any new union representative who has not previously received one, with a file cabinet and/or bookcase to keep official union material stored. It is management's intent to locate file cabinets and bookcases in existence from available supplies.

**Section 2. Meeting Space**

- A. The Administration will make reasonable efforts to provide private space, as available, for confidential discussions between a bargaining unit member and a designated Union representative, when held in accordance with the terms of this agreement.
- B. The Administration agrees that where meeting space exists within a facility, it may be made available for local meetings during lunch periods or for as long as the office is normally opened, subject to management approval. The Union must give sufficient advance notice to ensure no disruption to the normal mode of business.

**Section 3. Miscellaneous Services**

- A. The Administration agrees to provide routine cleaning and maintenance service in Union occupied space where it is located in SSA facilities. The Union is responsible for ensuring accessibility to their space during normal cleaning and maintenance schedules.

- B. The Administration agrees to furnish, where available, customary and routine services which are consistent with the best interest of the Employer, employees and the Union. Such services include internal mail (for other than mass mailing), photocopy equipment, shuttle and the like. This will include SSA Union representatives if they are conducting representational duties away from their permanent duty station.
- C. The Union may use available agency video equipment (i.e., TV and VCR) for on site presentations, orientation sessions, training and meetings with employees, subject to normal approval and scheduling procedures.
- D. The Administration will continue to make the public address system available consistent with established practices in those facilities where Union use was in effect as of the effective date of this agreement.
- E. To the extent practicable, the Administration will continue to provide the existing space for Union supplied publication racks in those installations, which currently have been granted space for such racks.
- F. Each local and national Union council will be provided with access in hard copy or electronic form to personnel manuals and guidelines. All distributions of issuances under this Article will be at no cost to the Union.
- G. The Administration's telephone directories/listings will include the names and telephone numbers of union officials consistent with the level of the directory/listings. National listings will include AFGE Council Presidents and the AFGE National office number.
- H. Electronic Message Boards in Teleservice Centers

The Union will be permitted to periodically display messages on the Agency's electronic message boards in the TSCs where available. The Union agrees that information displayed on the electronic board will not contain items relating to partisan political matters, propaganda against or attacks upon individuals.

#### **Section 4. Mail Use**

Consistent with postal regulations, the Union shall have use of Agency metered mail limited to labor relations representational matters but not including matters relating to internal Union business. This, however, does not permit the Union representative to use other types of mailing such as express, overnight, registered, certified mail, etc., except where required or to meet time frames imposed by a third party (e.g., EEOC, arbitrator, FSIP, FLRA) or by the National Agreement.

### **Section 5. Copies of the Agreement**

- A. The Agency will post the ratification copy of this Agreement on the OLMER and AFGE web pages. The Agency will provide 1,500 copies of the ratification copy of the Agreement to the Union as soon as possible. The Agency will provide one ratification copy of the agreement to each FO, TSC, and OHA FO.
- B. The agency will print 3,000 copies of this Agreement within 90 days of the effective date of the Agreement.
- C. A copy of the signed Agreement will be posted on the OLMER Website.
- D. The Administration, in recognition of the special needs of the blind employees in the bargaining unit, will also provide copies of this Agreement in Braille (or electronic form) to appropriate employees.

### **Section 6. Distribution of Union Publications**

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

### **Section 7. Bulletin Boards**

- A. The size, number and location of Union bulletin boards will remain as they are as of the effective date of this agreement, provided office facilities remain unchanged.
- B. In new locations, the Administration will provide Union bulletin board space, not less than 24 inches X 36 inches. The Administration will provide one bulletin board per floor at new locations. Additional bulletin board space will be provided on the basis of one for each additional 300 bargaining unit employees per floor.
- C. Union bulletin board space will be prominently identified as such by management and will be located in areas accessible to bargaining unit employees. All postings will be marked prominently as "Union Notices," and only the designated Union bulletin boards will be used for such postings.
- D. The Union agrees that information posted on bulletin boards will not contain items relating to partisan political matters or propaganda against or attacks

upon individuals. Information posted on bulletin boards by the Union relating to the installation, SSA or the Federal Government will not contain language that will malign the character of any individual Federal employee.

### **Section 8. Telecommunications Systems**

- A. The Administration will continue to make telephones within SSA facilities available to the Union for the conduct of labor-management relations.
- B. The Union agrees that telephones will not be used for internal Union business.
- C. Where and when an agency facility has voice mail installed, all Union officials assigned to that facility will be provided with voice mail capability for labor management activities. Voice mail for Union officials, as for other employees, will be subject to systems capacity and availability.

### **Section 9. E-Mail**

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

- A. Therefore, the Administration agrees to provide the Union with access to and use of the Agency's electronic mail subject to the following restrictions:
  - 1. The Union agrees its access and use will comply with applicable government-wide and Agency policies and guidelines and the National Agreement.
  - 2. Access and use is limited to those situations where available hardware and software permit.
  - 3. Access and use for representational activities shall be on approved official time (or non-duty time).
  - 4. Employees must be on non-duty or break time when accessing electronic messages from the union.
  - 5. Electronic mail cannot be used for internal union business.
  - 6. Transmissions shall not contain language which maligns the character of any individual Federal employee, or the Agency.
  - 7. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by non union

representative employees either in support of or in opposition to any legislation or appropriation of Congress.

8. It is recognized that a transmission with large numbers of addressees could affect system performance. Therefore the union agrees that an e-mail message, with the exceptions noted below, will be transmitted to not more than 100 recipients at one time, including any CCs or BCCs. A Local president or a designee, however, is authorized to send one e-mail per week to each employee in his/her Local in excess of the 100 recipient limit. Likewise, a local steward in a field office is authorized to send one e-mail per week to each employee in his/her officially assigned duty station in excess of the 100 recipient limit. Larger transmissions are subject to approval by the Agency.
  9. Since viruses can be transmitted through executable files, messages cannot contain executable file attachments.
- B. Grievances shall not be filed with the use of electronic mail since they require original signature.
- C. Violation of any of the above policies, guidelines or restrictions may subject the abuser to disciplinary action, and may include suspension of access privileges.

### **Section 10. AFGE/SSA Intranet Web Site**

The parties understand that the establishment of a Web site on the Social Security Intranet shall not interfere with the mission or operation of SSA.

Therefore, the Administration agrees to provide the Union with a Web Site on the Social Security Intranet subject to the following restrictions:

1. The Union agrees its use will comply with all applicable government wide and Agency policies and guidelines and the National Agreement.
2. AFGE's use is subject to a capacity limitation as determined by the Agency's Web Master commensurate with other established SSA web sites.
3. A designated Component Data Webmaster (CDW) in OLMER shall approve/edit all material to be posted on the AFGE Web site.
4. The designated AFGE CDW shall maintain the official AFGE/SSA Web site. The AFGE CDW shall be the single point of contact with the OLMER CDW and must have access to a management designated IWS/LAN workstation to maintain the Web site. Any proposed changes, additions, or deletions to material posted on the official SSA/AFGE Web site shall be subjected to #3 above.

5. The Agency shall provide software it deems necessary to accommodate the AFGE Web site.
6. The AFGE Web site shall be accessed through the SSA Employee Information Server (EIS) Home Page by selecting the "Employee Services" option. "AFGE" shall be listed alphabetically.
7. The agency will provide appropriate training for the AFGE CDW(s).

### **Section 11. Employee Data**

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

### **Section 12. Health Insurance Plan Information**

- A. 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.
- B. The agency will continue to provide information on health care providers on the SSA Intranet.

### **Section 13. Addressing New Employees**

The Administration will provide the Union an opportunity to address new employees during orientation sessions and will introduce new employees to the Union representative. Management will notify the designated local representative or local steward in field offices of orientation sessions.

### **Section 14. Notification to Employees of Exclusive Representation**

The Union will provide a general notice to employees of the exclusive recognition granted to the Union, together with a list of Union-designated representatives and their work locations and telephone numbers to be posted on Union bulletin boards. Where the Union has had access to the boards in the past, the Union will post the notice. Where the Union does not have access or there is not onsite representative, the Administration will post it.



## **Article 12**

### **Recycling**

#### **Section 1. Purpose and Policy**

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

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

The issue of recycling will periodically be on the agenda of, and be dealt with at the National Level Union/Management Committee meetings.

## **Article 13**

### **Parking and Transportation**

#### **Section 1. Changes in Parking Arrangements**

When changes in current parking arrangements are proposed, Management will notify the Union and fulfill any obligation to bargain.

#### **Section 2. Parking Policy**

The Employer agrees to continue to provide secure, adequate, convenient parking in accordance with 41 CFR 101-20.104-2 (d).

#### **Section 3. Traffic Violations**

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

#### **Section 4. Shuttle Service**

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

#### **Section 5. Commute Options**

- A. The Agency will promote the use of alternative commuting options.
- B. The Agency will make arrangements for employees to advertise ridesharing opportunities.
- C. The Agency will work closely with public transportation agencies to ensure the availability of public transportation to the facility with special emphasis to accommodate mobility-impaired employees.

**Section 6. Transportation Subsidy**

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

## **Article 14**

### **Reduction-in-Force and Transfer of Function**

#### **Section 1. Negotiations**

The Administration and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function action. In the event of a reduction-in-force and/or transfer of function, the Administration will notify the Union and fulfill its obligation to bargain consistent with 5 U.S.C. 71.

#### **Section 2. Notification to Union**

A. Written notification shall be made at the earliest possible date but not less than 60 days prior to the advance notice to employees. The notification will include:

1. The reason for the action to be taken;
2. The approximate number of employees who may be affected initially;
3. The types of positions anticipated to be affected initially; and
4. The anticipated effective date that action will be taken.

B. The Administration shall provide the Union, upon request, with information in accordance with 5 U.S.C. 7114(b) (4).

#### **Section 3. Notice to Employees**

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

## **Article 15**

### **Contracting Out Bargaining Unit Work**

#### **Section 1. Prior Notification to Union**

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

#### **Section 2. Union Requested Discussions**

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

#### **Section 3. Notice to the Union**

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

#### **Section 4. Employee Privileges and Benefits**

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

#### **Section 5. Briefings**

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

## **Article 16**

### **Training and Career Development**

#### **Section 1. General Provisions**

The Agency and the Union agree that the training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the 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 and made without regard to sex, race, religion, age, marital status, ethnic group, handicap, sexual orientation, parental status and Union membership or activity, and shall be in accordance with equal employment opportunity guidelines, and consistent with other applicable laws.

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

- A. Employees will not incur costs for agency required training necessary for the performance of their assigned duties.
- B. When training is required as part of a career ladder plan, the agency is responsible for ensuring that it is provided.

#### **Section 4. Career Development**

Career development for individual employees shall be encouraged through establishment of an Individual Development Plan (IDP).

- A. The administration agrees, on an annual basis, 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.

## **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.
- 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.
- D. Employees or managers may initiate discussion of individual training needs. Such discussions may or may not be linked to an IDP.

## **Section 6. National Training Committee**

- A. The Agency and the Union have agreed to form a 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 use consensual decision making to address issues. It 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 twelve (12) members. Six (6) will be appointed by the Union and six (6) by the Agency. The NTC will meet during the first and third quarters of the calendar year. Dates for these meetings will be set by mutual consent of the parties. The meetings will be face-to-face. Additional meetings may be jointly agreed to. The meeting(s) will be for three days, but may be extended by mutual consent. The Agency will pay for all meeting-related travel expenses as well as per diem for five (5) American Federation of Government Employees travelers. The meetings will be held in Central Office; however, the committee may jointly recommend that the meeting be held elsewhere. Official time authorized for NTC meetings will be handled in accordance with Article 30.
- D. Establishment of this committee is not a waiver of Union statutory rights to information, consultation or negotiations pursuant to 5 U.S.C. 71. The Union reserves the right to request negotiations on issues impacting conditions of employment.
- E. This national committee does not preclude any local arrangements that may exist. Training may be an appropriate subject for Component, Regional or lower level meetings subject to the mutual consent of the parties.

### **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 rights under 5 U.S.C. 71 regarding IVT.

### **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. Where no formal technical mentoring agreement exists, management will make every reasonable effort to:



1. 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.
- D. Management recognizes that mentoring may consume a portion of the mentor's time and consideration will be given to adjusting workloads as deemed necessary.
- E. The mentoring phase of training is a learning period that enables employees to become familiar with their new assignments. Management realizes that there is a learning curve in the mentoring process. The mentoring process should ideally involve 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 training is approved, the Administration 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. Duty time will be approved for training, when it is scheduled during the employee's basic workweek, unless the training is deferred or cancelled.

## **Article 17**

### **Monetary Awards**

#### **Section 1. Purpose**

Recognition of employees through monetary awards reflects the parties' efforts to promote quality service and to recognize employee contributions to Agency performance. Employee recognition is based on achievement and acknowledges the individual and collaborative accomplishments of employees to promote the success of the Agency mission, goals and objectives. Strong emphasis is placed on recognition of efforts to improve service to the public. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Those who contribute to the success of their work unit, and thus, the Agency, deserve recognition of their accomplishments. Recognition of group accomplishments also promotes and acknowledges the value we place on working together.

The program provides for various forms of recognition, enabling the award recipient to be recognized in a meaningful manner. It provides the flexibility necessary to adapt to a changing work environment and unanticipated circumstances. The intent of this program is that employees will be appropriately rewarded regardless of changes in the Agency's organizational structure, work processes or work initiatives.

#### **Section 2. Policy**

- A. Except for Recognition of Contribution Awards (ROC), there is no limit on the number of awards that an individual employee may receive or frequency with which he/she may receive awards during an appraisal period. The timing and frequency is determined by the type of award. No more than one Recognition of Contribution Award can be granted for an appraisal period. Executive Recognition Awards and Exemplary Contribution or Service Awards will normally be granted as close as possible to the event being recognized.
- B. When employees are eligible to be considered for an award, the relative significance and impact of their contributions will be considered in determining which type of award(s) would constitute appropriate recognition, and the amount of money to be awarded. Funding availability must also be considered in the granting of monetary awards.
- C. Awards will be processed in a timely and expeditious manner.
- D. The Agency will provide an award recipient with documentation of the award received which may include a certificate. For awards other than ROCs, the acknowledgment will include a justification statement.

- E. The Administration will make reasonable efforts to allot awards funding in proportion to the number of bargaining unit employees within each component.

### **Section 3. Eligibility Requirements**

To be eligible for an award an employee must be in good standing and have a rating of record with an Element Average of at least 4.0 for ROCs, and an Element Average at least 3.0 for all other awards.

An employee is in good standing when he/she has a rating of record (an appraisal) of at least summary Level 3 and his/her current performance is at least successful.

Element Average is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings are added together and the total is divided by the number of performance elements and the resulting number is the Element Average. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards.

### **Section 4. Types of Awards**

A. Recognition of Contribution (ROC) – ROC recognizes employees who have maintained high quality performance. It may be awarded in the form of a Quality Step Increase (QSI) or cash award. To be eligible for a cash ROC an employee must have a rating of record with an Element Average of at least 4.0. To be eligible for a QSI an employee must have a rating of record with an Element Average of 5. Employees with an Element Average of 5.0 will be considered for a ROC and employees with an Element Average of 4.0 or greater but less than 5.0 may be considered for a ROC. The following are ROC restrictions:

- Probationary employees are not eligible;
- Employees with an Element Average of less than 4.0 are not eligible;
- Employees may not be granted more than one ROC for an appraisal period;
- Employees may not be granted more than one QSI within a 52 week period; and,
- Employees may not be serving on a temporary promotion when a QSI is to take effect.

Recognition of Contribution Awards will be granted after all appraisals have been distributed. Recognition of Contribution Award amounts for employees with an Element Average of 5.0 will be greater than the amount for employees with lower Element Averages at the same grade level in the same component.

- B. Executive Recognition Award (ERA) – An ERA is a cash award in which an executive recognizes as exceptional or outstanding a team or group achievement and/or contribution to the Agency and component objectives. ERAs are intended to recognize exceptional or outstanding group contributions to public service. To be eligible for an ERA each group/team member must have made a substantial contribution to the group/team’s success and each member must have an Element Average of at least 3.0. Whenever possible, distribution of ERAs will be timed as close as possible to the contribution being recognized. Each employee within a group receiving an ERA will receive the same amount of money, irrespective of grade level or Element Average.
- C. Exemplary Contribution or Service Award (ECSA) – An ECSA is a cash award which recognizes individual contributions to group achievement and performance that have promoted the mission of the Agency or extraordinary acts performed while on duty. Award amounts should be linked to the significance and impact of the accomplishment or contribution. The minimum amount to be awarded for an ECSA is two hundred dollars. To be eligible for an ECSA an employee must perform an extraordinary service or act in connection with or related to official duty, or demonstrate exemplary contributions to group performance. ECSAs may be granted and distributed throughout the appraisal period and as close to the contribution or extraordinary service or act as possible.

NOTE: A group or team is defined as two or more individuals working together toward a common purpose or goal. Examples include work groups within Field Offices, modules in Program Service Centers, branches in Headquarters, inter-component teams and special workgroups formed to develop or execute a specific activity.

#### D. Suggestion Award

1. The administration will encourage employees to submit suggestion awards, using the SSA Suggestion Program. Suggestion awards will be appropriate for tangible and intangible suggestions as defined in the SSA Suggestion Program and the Memorandum of Understanding Regarding Changes in the SSA Suggestion Program dated January 25, 2002.
2. Employees will normally receive a final decision regarding a suggestion award within 90 days after receipt by the central suggestion staff.
3. If the decision is “not adopt” the evaluation report will provide the basis for the decision.

4. If the idea set forth in a rejected suggestion is later adopted, the appropriate suggestion coordinator will, if the matter is brought to his/her attention within the 2 year period after the rejection notice, reopen the case for award consideration.
5. An employee who informally submits a suggestion (i.e., orally gives his/her idea to a staff or management person) that is adopted, must submit the suggestion in writing within 1 year of the date the suggestion is placed in effect, in order for the suggester to be considered for a suggestion award.
6. Suggestion award amounts will be in accordance with government-wide rule and regulation, and agency guidelines.

### **Section 5. Award Information**

The administration will provide the union with an electronic annual report on the awards program for bargaining unit employees. This report will show the distribution of cash awards and QSIs by grade and organization for headquarters, OHA central office, and regions by components, DOC and PSCs.

## **Article 18**

### **Equal Employment Opportunity**

#### **Section 1. Policy**

The Administration and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disabling condition, or age. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status or political affiliation. The Administration will have a positive, continuing and results-oriented program of affirmative action. The parties agree that Equal Employment Opportunity shall be administered in accordance with Title 5 U.S.C., the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age Discrimination in Employment Act (ADEA), Executive Order 11478, and other authorizing legislation, and applicable regulations.

#### **Section 2. Affirmative Employment Program Plan**

- A. Establishment and implementation of the two Affirmative Employment Program Plans (Affirmative Programs for Equal Employment Opportunities and Disabled Veterans Affirmative Plan) is a fundamental Administration objective. The Administration will continue to provide overall management support and budgetary planning to achieve affirmative action objectives throughout the Administration, as outlined in 29 CFR 1614.102, Section 501 of the Rehabilitation Act and the CFR for Disabled Veterans.
1. The Administration will provide the Union with the Administration's procedures for developing the Affirmative Employment Program Plans (AEPP) including timeframes set by both the EEOC and the Administration.
  2. Information sharing and discussion will take place at the three (3) organizational parts within which plans will be formulated; namely, Headquarters, Field and OHA.
  3. Prior to submitting its Affirmative Employment Program Plan to the EEOC or successor agency for approval, the Administration will provide a copy of the plan to the Union and, upon request, will fulfill its duty to bargain under law and this agreement.
- B. Consistent with the EEOC Guidelines for Agency Affirmative Employment Program Plans, the Administration's plan shall include as appropriate:

1. A comprehensive program analysis of the current status of all affirmative action efforts including:
  - a. Organization and Resources;
  - b. Workforce Analysis:
    - (1) Analysis of SSA's workforce by Professional, Administrative, Technical, Clerical and Other White Collar Occupational Categories and the Blue Collar Occupational Category (PATCOB), grade groupings, and major occupations;
    - (2) Comparison of SSA's workforce with the previous year's workforce; and
    - (3) Comparison of SSA's workforce with the appropriate civilian labor force (CLF);
  - c. Discrimination complaints (review bases, issues, and findings of informal and formal complaints);
  - d. Recruitment and Hiring;
  - e. Employment Development Programs;
  - f. Promotions;
  - g. Separations; and
  - h. Program Evaluation;
2. Problem and Barrier Identification;
3. Objectives and Action Items, including:
  - a. A clear statement of specific and measurable objectives and supporting action items which will resolve problems identified;
  - b. Assignment of a responsible official for each objective and action item;
  - c. A target date for completion of each objective and action item;
4. Establishment of numerical objectives (goals) for each job category or major occupation where there is a manifest imbalance or conspicuous absence of EEO group(s) in the workforce;

## 5. Monitoring:

- a. SSA shall provide the Union annual status reports on workforce profile and action items;
- b. Any and all EEOC evaluation of SSA progress will be timely provided to the Union.
- c. The parties will meet annually for up to 3 days at SSA Headquarters to assess progress and make recommendations for adjustments, as appropriate. The Union will be represented by up to six persons. This meeting will be informal; however, a written report of the meeting will be prepared. This Union monitoring team and their management counterpart will also be considered as the parties' National EEO Monitoring Committee. Such meetings of the EEO/AEPP monitoring committee will, whenever feasible, take place concurrently with Article 29 meetings.

In addition to its monitoring activities, the committee will receive a briefing on the total Agency Program.

Committee recommendations will be submitted to the Director of OCREO. Should recommendations be referred to higher levels, the Union will be notified timely.

- d. EEO committees with AFGE participation may continue or be established by mutual consent. Either party may end any committee once per year during the life of the contract by notifying the other party during the thirty (30) day period prior to the anniversary date of the contract.

### **Section 3. Adverse EEO Impact**

Should adverse EEO impact be evidenced pursuant to the Affirmative Employment Program Plan, specific and measurable objectives shall be set to correct the conditions. Those objectives will include but not be limited to:

- A. Validating existing selection procedures or;
- B. Modifying or substituting selection procedures to alleviate adverse impact.



#### **Section 4. Information and Data**

- A. The Administration shall make available to employees written information describing the Affirmative Employment Program Plan and the EEO complaint procedure. The names and telephone numbers of collateral-duty EEO counselors will be posted on bulletin boards and kept current. Where full-time EEO counselors are available at a work location, the telephone number of the EO Counseling Coordinator will be posted.
- B. The Administration agrees to furnish the Union the following EEO information on a yearly basis:
1. Workforce Profile by grade level according to sex, race, national origin, and disabling condition.
  2. Workforce Profile by selected professional, administrative, technical, clerical and other white collar categories, and the blue collar occupational category according to sex, race, national origin, and disabling condition.
  3. Promotion trend data for selected positions according to sex, race, national origin, and disabling condition.
  4. Outside hiring statistics for selected positions according to sex, race, national origin, and disabling condition.
  5. Age, national origin, and disabling condition data that is maintained by the Administration.
- C. The Agency agrees to provide the above information in an electronic format. Should the information be available on the web, the Agency will refer the Union to the appropriate web-site in lieu of providing electronic reports. The No Fear Act statistical data will be accessible to bargaining unit employees on the Agency web site.

#### **Section 5. Counselors**

- A. The parties agree that sufficient numbers of trained EEO counselors are necessary to a properly administered EEO program. Counselors will be given appropriate training and will be available and accessible to employees.
- B. It is mutually agreed by the parties that the Union at appropriate levels may submit nominees for EEO counselor positions being filled on a collateral duty basis. The Administration will appoint the equal opportunity counselors and will give consideration to the Union nominees.

- C. When feasible, employees may select EEO counselors of their choosing. If the employee cannot be provided with a counselor of his/her choosing, the names of available counselors will be provided.
- D. Employee representatives in EEO complaints will have prompt access, subject to applicable EEOC procedures, to copies of the EEO Counselor and Investigative Reports and the personnel records of the complainant.
- E. Training on the subject of sexual harassment shall continue to be included in SSA's training program provided to EEO counselors.
- F. In the Data Operations Center, no employee shall be precluded from serving as an EEO Counselor based on grade level.
- G. The Counselor will provide the employee or his/her representative a copy of the initial contact form.

## **Section 6. Complaints**

- A. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing.
- B. An employee has the option of filing a complaint under the negotiated grievance procedure (Article 24) or under the agency EEO complaint procedure, but not both. EEO counselors will provide an inquiring employee a written description of both procedures.
- C. The Administration agrees to furnish the Union statistical reports concerning discrimination complaints filed by bargaining unit employees. The Agency agrees to provide the above information in an electronic format. Should the information be available on the web, the Agency will refer the union to the appropriate web-site in lieu of providing electronic reports.

## **Section 7. Duty Status**

- A. When an employee files a complaint of discrimination under the statutory procedure, he/she and the designated personal representative (if employee of the Agency), shall have a reasonable amount of duty time to prepare the complaint and to respond to Agency and EEOC requests for information, in accordance with EEOC regulations (29 C.F.R. Part 1614.605). Generally, the

employee and his/her designated personal representative (if an employee of the Agency and otherwise in duty status) may have up to eight hours of duty time for preparation through the investigation stage of the complaint. Thereafter, if the employee requests an EEOC conducted hearing, the employee and his/her designated personal representative (if an Agency employee and otherwise in duty status) may generally have up to 24 hours of duty time for preparation through the hearing stage. The employee and his/her designated personal representative (if an Agency employee and otherwise in a duty status) may have up to eight hours of duty time to prepare any appeals filed with the EEOC. The complainant and his/her designated representative (if an Agency employee) must request this time in advance from their manager(s) and must provide with this request the Agency or Complaint of Discrimination identifying number as appropriate to the stage of the complaint.

- B. In consideration of the unique importance of this plan to all SSA employees, the Union, and the Administration, the Employer agrees to provide notice and bargain to the extent required by 5 U.S.C. 71 on changes to the AEP plan.

Travel expenses for statutory complaints will be paid in accordance with 29 C.F.R. 1614.605.

### **Section 8. Sexual Harassment**

The parties recognize that harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when the conditions as described in EEOC guidelines, Section 1604.11 are present.

### **Section 9. Employee Evaluation**

Employees who use authorized official time (in accordance with 29 C.F.R.) in EEO activities who otherwise would be in a duty status will not be disadvantaged on their appraisals for approved absences to participate in functions authorized under this article.

### **Section 10. Reasonable Accommodations for Employees with Disabilities**

- A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, Section 403 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, SSA is committed

- to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.
- B. SSA will offer reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability, regardless of type of appointment, in accordance with law, unless the agency can demonstrate that the accommodation would impose an undue hardship on the operation of SSA's program as defined in 29 C.F.R. 1614.203.
  - C. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment and any undue hardship imposed on the operation of SSA's program as defined above. Qualified employees with disabilities may request specific accommodations.
  - D. Both parties agree that reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the duties of that position. SSA will eliminate undue delay in considering requests for reasonable accommodations for employees with disabilities despite general fiscal constraints. Such accommodations are to be considered as exceptions to the general restrictions and will be evaluated on a case-by-case basis with regard to the merit of the request.
  - E. Should a non probationary employee become unable to perform the essential functions of his or her position even with reasonable accommodation due to a disability the agency shall offer to reassign the employee when a funded vacant position is available and the other conditions in 29 C.F.R.1614.203(g) are met.
  - F. For employees with disabilities, job restructuring is one of the principal means by which some qualified workers with disabilities can be accommodated. The principal steps in restructuring jobs are:
    - 1. Identify which factor, if any, which makes a job incompatible with a worker's disability.
    - 2. If a barrier is identified in a nonessential job function, it may be eliminated so that the capabilities of the person may be used to the best advantage.
    - 3. Job restructuring does not alter the essential functions of the job, rather, any changes made are those which enable the person with a disability to perform those functions.
  - G. Both parties agree that in many cases, changes in the work environment enable persons with disabilities to more effectively perform their job duties. Alterations may be, but not limited to:

1. Rearranging files or shelves;
2. Widening access areas;
3. Maintaining hazard-free pathways;
4. Raising or lowering equipment;
5. Moving equipment controls from one side to the other, or modifying them for hand or foot operation;
6. Installing special holding devices on desks, benches, chairs or machines.
7. With respect to the modernized systems environment, examples of accommodations are:
  - a. The surface that holds the terminal will be adjusted to a level suitable to the employee's needs.
  - b. The keyboard will have "light touch." Guards and other adaptive devices will be considered.
  - c. Visually impaired employees will be permitted to label "home" keys.
  - d. Operational and training materials will be available in Braille.
  - e. Lap trays will be considered.
  - f. Computer based voice-output systems or VDT screen enlargers will be provided for visually impaired employees.
  - g. Hardware and software will be configured to accommodate color blindness (blinking cursor, highlighting).
  - h. Printer switches will be available in "light touch" and located in an easily accessible location.
- H. An employee may be provided assistive devices if the Administration determines that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide such as, hearing aids or eye glasses.
- I. SSA facilities shall be accessible to employees with disabilities.

- J. The Administration will be liberal in granting leave to accommodate the condition of qualified employees with disabilities. This policy will cover but not be limited to the following:
1. Supervisors will advise employees with mobility impairments of the administrative procedures to request administrative leave when weather conditions made it extremely difficult or hazardous to report to work.
  2. Leave without pay may be granted for illness or disability.
  3. Sick leave can be appropriately used by an individual with a disability, who uses prosthetic devices, wheel chair, crutches, guide dog, or other similar assistive devices, for equipment repair or guide dog training or medical treatment.
- K. The Administration will provide employees with disabilities full consideration for all training opportunities. Once an employee is selected for training, the Administration will provide reasonable accommodation to the employee to attend and complete the training.

It is the intent of the Administration to provide on-the-job training opportunities to qualified employees with disabilities consistent with operational needs.

Reasonable accommodations for training, both formal and on-the-job opportunities, include such things as:

1. modification of training and reference materials (example: training guides in Braille);
  2. provision for a qualified interpreter for deaf trainees;
  3. use of a mentor to provide individualized training;
  4. assuring physical access to training facilities, restrooms, and lodgings.
- L. As in the case with all bargaining unit employees, employees with disabilities may seek Union assistance and/or representation on their individual concerns, consistent with the terms of this agreement.
- M. For the purpose of continuing to provide reasonable accommodations for hearing-impaired employees, management agrees to provide interpreter services for those employees who seek Union assistance and/or representation on their individual concerns. To the extent possible, this should be arranged in advance unless the employee wants to retain confidentiality.

N. To provide employees with disabilities equal opportunity to perform official business travel, certain additional travel expenses necessarily incurred to accommodate the employee's disability may be reimbursed under the Federal Travel Regulations.

The Parties agree to incorporate the SSA/AFGE EEO-ADR MOU dated January 31, 2002.

## **Article 19**

### **Upward Mobility**

#### **Section 1. Goal**

The parties agree that the goal of upward mobility is to provide employees the opportunity to compete for Agency positions so as to advance and perform at their potential.

#### **Section 2. Objective**

Upward mobility objectives are to be an integral consideration in affirmative action planning and will be consistent with equal employment opportunity goals and objectives.

In implementing upward mobility programs, the Agency will consider the following approaches which will provide for:

- A. Identification of job patterns and promotional opportunities commensurate with employee skills and potential;
- B. Lateral reassignments and bridge positions for employees whose current jobs do not provide an opportunity for further advancement;
- C. Education and training to provide employees the opportunity to enhance promotional qualifications;
- D. Staffing techniques;
- E. Elimination, whenever possible, of nonperformance related impediments as promotional factors.

#### **Section 3. Educational Programs**

The Agency, where practicable, will continue to establish programs with local institutions or other training sources that increase the opportunity for employees to participate in continuing education programs.



## **Article 20**

### **Child Care**

#### **Section 1. Policy and Purpose**

This article addresses the child care needs of SSA employees. The parties recognize that working parents/personal primary caregiver may have special child care needs during working hours. The parties recognize the need for such parents to secure appropriate child 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 nationwide to foster local solutions to child care needs. These may include construction of onsite facilities or near-site facilities, participation in shared facilities with other federal Agencies, establishment of mini-centers or other child care services. The Agency will continue to work with GSA to establish child care services.

In accordance with P.L. 101-509 of the 1991 GSA Appropriations Act, 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 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 head of each installation or the appropriate designee will provide inquiring employees with current listings of the qualified, licensed child care centers in the immediate area. Recognizing that a broad range of child care needs exists, in compiling such listings, Management will request specific information; e.g., age groups served, types of program offered, and special needs programs.

### **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 week (or longer by mutual agreement) at least annually (or more often by mutual agreement). These meetings will take place at a mutually agreeable location.

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. The Committee will gather, analyze and share information on child care activities with the local child care committees. 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. In addition, the Committee will provide guidance to local child care committees.

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.

The Agency will have subject matter experts available to meet with the Committee on an as needed basis.

Union representatives on the Committee will be authorized official time in accordance with Article 30. SSA will pay travel and per diem expenses for the six Union representatives' participation at Committee meetings.

The Agency will consider sending some members of the National Child Care Committee to the annually sponsored GSA Child Care conference. The Agency will pay travel and per diem for any union representative approved to attend the conference. Official time will be handled in accordance with Article 30.

### **Section 4. Local Child Care Committees**

When a site for an SSA Child Care Center is selected, the parties will establish a local committee comprised of one management representative, one Union representative, parents and other parties as appropriate. The Agency will have

subject matter experts available to meet with the Committee on an as needed basis. The Committee will guide development of the local child care program, including development of marketing strategies, operating procedures, and admission priorities. If SSA participates in a GSA sponsored child care committee, SSA will consider a union nominee to be a SSA representative on the committee.

The local Committee will forward copies of information concerning these issues to the National Child Care Committee. The local Committee will have the opportunity to review and make recommendations which will be considered in the design of the facility. The Committee will participate in the selection of the child care provider. Any unresolved issues shall be referred to the National Child Care Committee. Once the center becomes operational, the Committee will be replaced by a Board of Directors which the Committee will assist in establishing. The Union will designate one representative to serve on the Board of Directors. Union representatives on the Committee will be authorized official time in accordance with Article 30. Non-Union Committee members will be allowed necessary administrative time, consistent with the needs of the Agency, to participate in Committee activities.

### **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 arrangements contingent upon operational emergency unless management determines that the employee's request is not an emergency and that the presence of the employee is necessary to meet current and immediate work requirements.

The Agency agrees to utilize programs which may assist employees with child 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 care providers during duty hours.

### **Section 6. Facilities**

In accordance with 40 U.S.C. 490(b), 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 care initiatives. The Union will be kept informed of the child care initiatives.

## Article 21

### Performance

#### Section 1. Introduction

SSA will strive for continuous improvement in Agency performance to fulfill its commitment to providing quality public service. The Agency has decided to implement a three-tier performance plan, the Performance Assessment and Communication System (PACS). The PACS provides managers with an effective and equitable system for managing employee performance.

#### Section 2. Overview

- A. PACS uses a three-tier rating system for ratings on individual performance elements and for the summary appraisal rating.

Most employees will be rated on four standard elements. The PACS offers three summary appraisal rating of record levels with clear distinctions among those performance levels to differentiate between high performing employees (Level 5 – Outstanding Contribution), the more typical successful employees (Level 3 – Successful Contribution), and employees whose performance is clearly failing (Level 1 – Not Successful).

- B. New hires and trainees may serve under special pass/fail performance plans during their initial appraisal period. This special provision for new hires and trainees recognizes that the first year of employment in their new SSA positions may be spent in formal classroom and on-the-job training and allows these employees additional time to demonstrate performance in all elements of their positions.

- C. The PACS is used to make certain personnel decisions.

1. Within-Grade Increase - An employee who has attained an appraisal rating of "Successful" will be entitled to a within-grade increase, as long as current performance is consistent with the rating of record.
2. An appraisal rating of at least "Successful" is required in order to be considered for awards and/or promotions.
3. The performance appraisal will be considered in making determinations regarding reductions in force (RIF) in accordance with Article 14 of this agreement.

### Section 3. Definitions of Commonly Used Terms

- A. Performance Elements are work assignments and responsibilities that are key to achieving the Agency's mission and goals and reflect the Agency's commitment to providing outstanding public service.
- B. Critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable.
- C. Performance standard means the management approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.

Performance standards provide the framework for the expectations of what employees will accomplish and how it will be done. Employees are only rated on the standards that are applicable to them.

- D. Performance plan means all of the written, or otherwise recorded, performance elements that set forth expected performance. A plan must include all critical and non-critical elements and their performance standards.
- E. Alignment Statement is a standardized form that managers will provide to employees to facilitate discussion regarding how their work contributes to achievement of Agency goals and objectives. The statement may be supplemented with information about component goals and targets.
- F. Rating of record means the performance rating prepared at the end of an appraisal period for performance of agency-assigned duties over the entire period and the assignment of a summary level within a pattern (as specified in Sec. 430.208(d) ), or in accordance with Sec. 531.404(a)(1) of this chapter (Code of Federal Regulations). There are three summary appraisal levels for this performance plan: Outstanding Contribution (Level 5); Successful Contribution (Level 3) and Not Successful (Level 1).
- G. Progress review means communicating with the employees about performance compared to the performance standards of critical and non-critical elements.
- H. New Hires – External hires who are new to the Social Security Administration.
- I. Trainees – Employees, both external hires and employees promoted/transferred to a new position, who management determines need a

structured period of training, including on-the-job training and mentoring, to perform the basic duties of the position.

- J. Element Average – The average of the performance element ratings which is used to determine eligibility for awards. It is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings of 3 and 5 are added together and the total is divided by the number of performance elements and the resulting number is the Element Average.

#### **Section 4. Length of Appraisal Period**

- A. The PACS appraisal period is one year. The appraisal period is normally from October 01 through September 30. A rating of record will be prepared at the end of the appraisal period and issued to the employee within 30 days of the completed appraisal period.
- B. The minimum appraisal period for employees is 120 days. Employees must be under a performance plan for a minimum of 120 days to be eligible for an annual performance appraisal at the end of their appraisal period. Employees serving in a probationary period will not receive a rating of record until after completion of their probationary period.
- C. Employees who have been under their performance plan for less than 30 days and are approved for an extended absence in excess of 150 days will begin a new minimum appraisal period upon their return to duty. This does not preclude the appraising official from considering the employee's performance during the period the employee was under the performance plan for less than 30 days.

#### **Section 5 - Expectation Discussions**

- A. At the beginning of the appraisal period, the appraising official and the employee will meet to discuss the performance expectations so as to attempt to arrive at a full and complete understanding of what is required to achieve the successful contribution performance level described in the plan. Expectation discussions provide meaningful context to performance standards and provide a means to align employee contributions to Agency goals and objectives.
- B. The discussion will also include an explanation of the performance plan terminology, the method(s) to be used to determine the level of performance in each Element, the nature and type of work product or other result to be

- counted, reviewed, or otherwise monitored. The discussion may also include examples of the performance requirements for Level 3 as they relate to the requirements for the Successful Contribution Level. The discussion shall attempt to avoid subsequent misunderstandings about the performance expectations and their application to the employee's performance.
- C. An employee shall not be rated on a performance standard that was not disclosed to him/her as part of a written performance appraisal plan.
  - D. If the Agency decides to use numerics as performance standards, it will clearly be identified as such.
  - E. The appraising official will document the expectations discussed with the employee. The documentation may be a short statement or a bullet list of the expectations conveyed to the employee. Standard expectations may be developed for standard positions. This documentation will be filed in the employee's SF-7B Extension File as part of the PACS and a copy will be given to the employee.
  - F. Subsequent expectation sessions should be held when there is a change in the work situation such as:
    - 1. a change in the supervisor of record,
    - 2. a detail,
    - 3. a change in component goals or objectives, or
    - 4. a return to duty from an extended absence of one hundred and twenty (120) days or more.

## **Section 6. Appraisal Period Mechanics**

### **A. Issuing Performance Plans**

Supervisors will issue performance plans to employees no later than 30 days from the beginning of their appraisal periods.

Supervisors will meet with employees individually to discuss their performance plans at the time they are issued. In the context of this discussion, supervisors will:

- 1. discuss the Alignment Statement with employees and review its content.



2. discuss employee performance elements, standards and expectations that will be used to evaluate the employee.
3. identify numeric data that may be considered in measuring employee progress and contributions.
4. discuss employee development needs and opportunities, the employee's commitment to success and the relationship between contributions and employee recognition.

Employees and their supervisors will sign the performance plan to acknowledge that the performance plan has been issued and the initial performance discussion has been held. A copy of the signed performance plan will be given to the employee and the original will be placed in the SF-7B Extension File.

Managers may meet with employees collectively, in addition to individual performance discussions, to convey information that is general for all employees, such as unit/team goals.

#### B. Monitoring Performance and Communications

Ongoing two-way communication between the manager and the employee is an effective tool for successful performance. Discussions should be a candid, forthright dialogue between the manager and the employee aimed at improving performance, the work process, or product. These discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance, to surface needs, or to participate in a dialogue about his/her contribution. Discussions may be initiated by the manager or by the employee.

Supervisory conclusions based upon observations of an employee by management will be timely communicated to the employee during informal discussions and/or the progress review. If the employee disagrees with the supervisory conclusions on individual cases or overall performance to date, he/she may provide management with written rebuttals that will be placed in the SF-7B Extension File.

An employee may inform his/her appraising official in writing, which includes Email, of factors beyond his/her control that have affected his/her performance. The appraising official will consider such factors when evaluating performance for the appraisal period. The written documentation will be placed in the employee's SF-7B Extension File.

#### C. Formal Performance Discussion

At least once during the appraisal period, management will have a documented performance discussion with each employee regarding the employee's performance. During the discussion, management should discuss the employee's contributions and results achieved within each performance element, reinforce expectations, and identify needs for performance improvement.

To ensure that all performance related activities are identified and documented, employees should provide feedback about their contributions to managers.

Managers should document the content of performance discussions. The documentation may be a short statement or a bullet list highlighting individual accomplishments and/or contributions.

Employees and supervisors will sign the performance plan to acknowledge that the formal discussion was held. The documentation will be placed in the SF-7B Extension File and a copy given to the employee.

#### D. Annual Performance Appraisal

Supervisors will schedule time with the employee to issue his/her rating of record within 30 days of the end of the employees' appraisal period.

If employees have not served under their performance plans for the minimum appraisal period, their annual performance appraisal will be postponed until the 120 day appraisal period has been completed.

Annual performance appraisals for new employees who are not covered by the PACS New Hires and Trainees (NHT) procedures will be postponed until one of the following conditions are met:

1. the probationary period is completed, or
2. the trial period for term appointment is completed, or
3. the initial excepted service appointment not limited to 1 year or less is completed.

#### E. Optional Employee Self-Assessment

Employees will be provided the option of completing a one page, end-of-cycle self-assessment highlighting their contributions and accomplishments relating to the performance plan. Employees, who wish to submit a self-assessment, must do so no later than 10 days after the end of their appraisal period. A reasonable amount of time, as determined by the supervisor, will be provided

for this activity. Self-assessments should be maintained in the SF-7B Extension File.

#### F. Feedback from Workgroup/Special Projects/Details

Rating officials are responsible for obtaining feedback regarding an employee's performance on workgroups, special projects, or details outside the normal work unit when the activity would have an impact on the determination of the employee's performance. In determining whether to solicit feedback, consideration should be given to the activity, duration of the activity, and the amount of time the employee spent on the activity.

Feedback should be obtained in writing from the supervisor responsible for the workgroup, project or detail. The assignment supervisor may include feedback obtained from a non-supervisory project leader, technical expert or team leader. Employees should be given a copy of the feedback and provided an opportunity to include comments. Feedback information should be maintained in the SF-7B Extension File.

#### G. Considerations In Assessing Performance

1. The Agency, when assessing performance, will consider factors which affect performance that are beyond the control of the employee.
2. When numerical goals, guidelines, indicators and pars are factors in appraising an employee in a given critical element, management will consider the employee's other job assignments and the actual amount of time available to perform the job function being appraised under that critical element.
3. Management will also consider the approved use of official time when evaluating employee performance.
4. In the performance of and accounting for Agency work, statistical measures and their application will be reliable.
5. The procedures that are used to gather information in order to evaluate employee performance must reasonably ensure the accurate evaluation of performance.
6. Management will timely disclose to each employee all records that relate to his/her performance appraisal.

#### H. Documentation of Annual Performance Appraisal

Standard forms will be used to document the employees' performance. Rating supervisors will sign and date the annual performance appraisals and make copies of them. Employees will sign and date the copy of their annual performance appraisals to indicate receipt. Employees will receive the original signed appraisals. Copies of appraisals will be maintained in the SF-7B Extension File and recorded on the Agency's automated management information system. Appraisals will be maintained in accordance with SSA's policies and procedures.

#### I. Element Average

In order to differentiate degrees of above average performance to determine eligibility for awards, the Element Average will be computed based on the rating of each individual element. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards.

1. Only performance element ratings of 3 and 5 will be used.
2. All elements are given equal weight in computing the element average.
3. An Element Average is not computed on PACS-NHT appraisals. Those new hires and trainees covered by PACS-NHT will be rated on two elements and will be rated "Pass" or "Fail". For purposes of awards, "Pass" corresponds to an average of 3.0 and "Fail" corresponds to a rating of 1.0.

### **Section 7. Procedures for Marginal and Failing Performance**

The procedures for dealing with marginal and failing performance apply to employees who are entitled to the procedural and appeal rights described in 5 CFR 432 or 5 CFR 752.

These procedures are not applicable to employees who are not entitled to the procedural and appeal rights described in 5 CFR 432 or 5 CFR 752, or who have waived those rights. These employees may be terminated for performance reasons with appropriate written notice.

#### A. Performance Assistance

When an employee's performance is identified as marginal or failing, the manager should conduct a performance discussion with the employee to determine the reason(s) for the poor performance. The manager should discuss with the employee:

1. the expectations for improving performance;
2. the employee's responsibilities; and,
3. what assistance may be needed to perform at the Successful Contribution Level, which may include training, or mentoring, or other appropriate support.

An employee will be allowed 30 calendar days to successfully improve his/her performance. The manager may extend the period if the employee is demonstrating significant progress toward successful performance.

The manager should summarize the discussion in writing. This will be initialed by the employee and placed in their SF-7B Extension File, along with copies of training schedules and documentation of any other assistance provided. The employee will be given copies.

Employees are considered to be performing at the Successful Contribution Level (Level 3) during a period of performance assistance. If a rating of record becomes due during a period of performance assistance, the employee will be rated no lower than the Successful Contribution Level (Level 3). Employees will be eligible for WIGIs and awards during an assistance period. Employees in career ladder positions will also be eligible for career ladder promotions, provided that the other requirements for promotion are met. If after successful completion of a Performance Assistance Plan an employee develops another performance related problem, they are entitled to another period of Performance Assistance.

#### B. Opportunity to Perform Successfully (OPS)

If following the Performance Assistance period, performance is below the Successful Contribution Level, the manager should initiate a performance improvement plan, the OPS Plan. The OPS represents a formal process for performance improvement developed by the manager.

To institute an OPS Plan, the manager must provide written notice to the employee that includes:

1. the critical element(s) for which performance is unacceptable;
2. the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance;
3. a statement that the employee is not in good standing and any WIGI or career ladder promotion will be withheld for the duration of the plan;

4. a summary of assistance already provided, along with the results;
5. a statement of the manager's plan for providing additional assistance to the employee (e.g., training, mentoring, etc.);
6. a statement that the employee has the responsibility to improve performance, which may include seeking assistance needed, reading and researching issues, etc.; and
7. a statement that unless the employee's performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reassigned, reduced in grade, or terminated.

OPS Plans will be instituted for a period of 120 calendar days. Managers may terminate the plan if successful performance is demonstrated and sustained before the end of the 120 days. Managers may extend the period if the employee is demonstrating significant progress toward the Successful Contribution Level of performance.

A copy of the written OPS notice will be placed into the employee's SF-7B Extension File.

During the OPS, the manager will conduct ongoing discussions with the employee about progress toward improvement. The manager will document these discussions and work reviews in the employee's SF-7B Extension File. The employee will be given copies of discussions and work reviews placed in his/her Extension File.

At the end of the OPS period if performance has not improved to the Successful Contribution Level, a Level 1 rating of record will be issued. If performance has improved to the Successful Contribution Level and a rating of record is due, the rating will be Level 3. If performance has improved to the Successful Contribution Level and a rating of record is not due, the employee will be notified in writing of his/her successful completion of the OPS and a copy of the notice will be placed in his/her SF-7B Extension File.

Employees are considered to be performing at the Not Successful level (Level 1) while under an OPS Plan. If a rating of record becomes due while an employee is under an OPS Plan, the rating of record will be delayed until the plan is completed. If a WIGI becomes due while an employee is under an OPS Plan, a Not Successful rating of record will be prepared and the WIGI will be denied.

## Section 8. Performance-Based Actions

- A. Managers will initiate a performance-based action if, despite the additional assistance provided in accordance with the OPS Plan, the employee's performance has not improved to the Successful Contribution Level by the end of the OPS period. This will result in the employee's reassignment to another position; e.g., the prior position, or reduction in grade, or termination.
- B. Demotions or removals for performance-based reasons must be accomplished in accordance with the applicable law and government-wide regulations governing the employees covered and the procedures to be followed (i.e., 5 CFR Part 432 or 5 CFR Part 752).
- C. An employee receiving a proposed action based on unacceptable performance is entitled to:
  - 1. 30 day advance written notice of the proposed action that identifies both the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's position involved in each instance of unacceptable performance;
  - 2. to be represented by an attorney or other representative;
  - 3. time to respond to the notice of proposed action orally and in writing;
  - 4. a final written decision within 30 days after the expiration of the advance notice period.
- D. The employee may appeal to the Merit Systems Protection Board in accordance with applicable law, or the Union on behalf of the employee may timely file a written request to invoke arbitration under the terms of this Agreement. The choice of appeal forum is irrevocable. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure, or the Union on behalf of the employee timely files a written request to invoke arbitration, whichever occurs first. Arbitration must be invoked no later than thirty (30) days after the effective date of the action unless EEO counseling is initiated pursuant to Article 24 Section 8.
- E. Managers have the option of taking a performance-based action without instituting a new OPS Plan if:
  - 1. the employee has successfully completed an OPS Plan by demonstrating improved performance, and

2. within a one-year period following the beginning of that OPS Plan, the employee's performance again falls below the Successful Contribution level in the same element, and
  3. there is sufficient documentation to support a performance-based action.
- F. If these three conditions are not met, the manager will initiate a new OPS Plan.
- G. The Not Successful (Level 1) rating of record for an employee who has been demoted or reassigned for performance-based reasons in accordance with this Section will continue in effect until completion of the employee's appraisal period for his/her current position. However, if the employee is eligible for a WIGI prior to the completion of this appraisal period, a rating of record will be issued when the employee has demonstrated successful performance for at least 120 days.

### **Section 9. Special PACS Provisions for New Hires and Trainees (PACS-NHT)**

#### A. Overview

New hires and trainees may be issued a pass/fail PACS-NHT performance plan. The PACS-NHT provisions recognize that many new hires and trainees require a lengthy period of formal classroom training and/or on-the-job training before they can perform the full range of their job duties. The PACS-NHT provisions provide these employees with additional time to demonstrate successful performance before they are rated under the normal PACS performance plan.

#### B. Employees Covered

##### 1. New Hire/Trainees

Employees newly hired into SSA positions for the first time, or following a break in SSA employment, may be covered by the special PACS provisions for new hires and trainees (PACS-NHT). Since new hires for some positions would be expected to perform the full range of job duties without extensive training/mentoring, additional time would not be needed to evaluate performance.

##### 2. Current SSA Employee Trainees



Current SSA employees who move, without a change in appointment or a break in service, into new positions that require a lengthy training period may also be covered by special PACS-NHT provisions during the training period.

## C. Length of Appraisal Period

### 1. New Hire/Trainees

The initial appraisal period for the new hires covered under PACS-NHT provisions begins with their entrance on duty into the new position and ends one year from that date. They are issued a limited performance plan consisting of two elements: Engages in Learning and Interpersonal Skills. Probationary employees are not appraised during their first year.

- a. If the employee's training period ends before the end of the probationary period, he/she is issued a rating of record at the end of the probationary period based on these two elements. The employee is then issued a full performance plan for the next rating period.
- b. If the employee's training period does not end before the end of the probationary period, he/she is issued a rating of record at the end of the probationary period based on the two elements. The employee is then reissued a limited performance plan with the two elements until training is completed.

At the completion of training, the employee is given the full performance plan. A rating of record is issued if a rating is due and the employee has been under the PACS-NHT plan for at least 120 days.

The above applies to covered employees serving under a trial period for term appointments and to covered employees in the first year of employment under excepted service appointments that are not limited to 1 year or less.

Upon issuance of a full performance plan, employees will be given a minimum appraisal period of 6 months. If a rating of record is due before completion of this 6 month period, the rating will be delayed until the end of the first 6 months under the full performance plan. Thereafter, all employees will be covered under the normal PACS provisions and the appraisal period will end on the applicable date described in Section 4.

### 2. Current SSA Employee Trainees

The initial appraisal period for SSA employees who move, without a change in appointment or a break in service, into new positions that require a lengthy training period begins with the date they enter the trainee position.

Trainee as used here is not meant to include the length of time needed to reach the journeyman level of a career ladder position.

If the employee's training period has not ended by the end of his/her appraisal period, issue a PACS-NHT appraisal if the employee has been covered by a performance plan for at least 120 days. The employee will then be issued another PACS-NHT performance plan.

If the employee's training period has not ended by the end of his/her appraisal period, and the employee has not been covered by a performance plan for at least 120 days, management will defer issuing a PACS-NHT appraisal until the employee has been covered for 120 days. The employee will then be issued another PACS-NHT performance plan.

If the training period is completed by the end of his/her appraisal period, a PACS-NHT appraisal will be issued. A regular PACS performance plan will then be issued.

Upon issuance of a full performance plan, employees will be given a minimum appraisal period of 6 months. If a rating of record is due before completion of this 6 month period, the rating will be delayed until the end of the first 6 months under the full performance plan. Thereafter, all employees will be covered under the normal PACS provisions and the appraisal period will end on the applicable date described in Section 4.

#### D. PACS-NHT Performance Plans

Supervisors will issue PACS-NHT performance plans to new employees and trainees no later than 30 days from their entrance on duty into their new positions.

Supervisors will meet with new employees and trainees to discuss their performance plans at the time they are issued. Initial Performance Plan discussions will be conducted and documented in accordance with Section 6.

#### E. Monitoring Performance

Supervisors will monitor the performance of new hires and trainees and conduct formal progress reviews in accordance with the provisions in Section 6.

#### F. Annual PACS-NHT Performance Appraisal

Annual PACS-NHT performance appraisals must be completed at the end of employees' initial appraisal periods. Supervisors will provide employees with their ratings of record within 30 days of the end of their appraisal periods.

If employees have not served under their PACS-NHT performance plans for the minimum appraisal period (i.e., 120 days), their annual performance appraisal for the initial appraisal period will be postponed until the minimum appraisal period has been completed.

Supervisors will consider feedback from other sources, including mentors and training instructors, to ensure a fair, complete and ongoing appraisal of employees' work/learning activities during the rating period. Feedback should be obtained, maintained and considered in accordance with the provisions in Section 6.

PACS-NHT annual performance appraisals will be documented and maintained in accordance with the provisions in Section 6.

#### G. Procedures for PACS-NHT Marginal and Failing Performance

##### 1. New Hires and Trainees with Appeal Rights

The procedures for dealing with marginal and failing performance in Section 7 will also apply to new hires and trainees serving under PACS-NHT performance plans who are entitled to the procedural and appeal rights described in 5 CFR 752 or 5 CFR 432.

##### 2. New Hires and Trainees without Appeal Rights

The procedures for dealing with marginal and failing performance in Section 7 do not apply to new hires and trainees serving under PACS-NHT performance plans if they are not entitled to the procedural and appeal rights described in 5 CFR 752 or 5 CFR 432 or if they have waived those rights. In these situations, new hires and trainees who demonstrate marginal or failing performance may be terminated for performance reasons with appropriate written notice.

## **Article 22**

### **Within-Grade Increases**

#### **Section 1. Basis for Granting or Denying**

- A. Within-grade increases will be granted or denied on the basis of whether an employee attains an acceptable level of competence and meets other statutory requirements. The decision to grant or withhold a within-grade increase must be supported by the employee's most recent appraisal in accordance with Article 21.
- B. Denial of a within-grade increase may not be used in lieu of disciplinary action.
- C. At any time during the waiting period when a supervisor's evaluation leads to a conclusion that an acceptable level of competence is not being met, the supervisor will provide the employee with performance assistance in accordance with Article 21.

#### **Section 2. Denials**

After completion of the waiting period, if the within-grade increase is to be denied, the employee will be given the supervisor's official determination in writing. The determination will include:

- A. a statement of the reasons for the negative determination;
- B. identification of the areas in which the employee must improve in order to be granted a within-grade increase;
- C. the right to request a reconsideration not more than 15 days after receiving the negative determination;
- D. the statement: "In accordance with government-wide rules and regulations, an employee must request a reconsideration prior to grieving a WIGI withholding";
- E. the name of the official to whom the employee may submit a request for reconsideration;
- F. the opportunity for the employee to contest, orally and/or in writing, the basis for the negative determination;

- G. that an employee and/or his/her representative in duty status shall be granted a reasonable amount of official time (Union representative) or duty time (employee) to review material relied upon to support the negative determination and to prepare a response to the determination;
- H. that an extension of the time period for making a reconsideration presentation may be granted upon request to the reconsideration official;
- I. Language will be added to the Notice of Decision to Withhold Within-Grade Increase which states, "If you wish, you may provide a copy of this Notice to your union representative".

### **Section 3. Reconsiderations**

- A. When an employee files a request for reconsideration of a negative determination, an employee reconsideration file will be established which shall contain all pertinent documents relating to the negative determination.
- B. On or before fifteen (15) days following the date of receipt of the employee's presentation or the date of completion of any investigation, whichever is later, the reconsideration official shall issue a notice of decision to the employee. Language will be added to the notice which states: "If you wish, you may provide a copy of this decision to your Union representative". If the negative determination is sustained, the notice of decision shall inform the employee that any grievance filed will enter the grievance procedure at the pre-arbitration stage. The employee has 15 workdays to file a grievance.
- C. If the decision reverses the negative determination, the within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period.

### **Section 4. Redeterminations**

When a determination is made that an employee's job-related activities are not at an acceptable level and the determination is final, the determining official may grant the within-grade increase at any time when in his/her judgment the employee has demonstrated sustained total performance at an acceptable level of competence. In such cases, the within-grade increase will be effective the first day of the first pay period after the acceptable determination is made. After withholding a within-grade increase, the determining official shall determine whether the employee's total performance is at an acceptable level of competence within each 26 weeks following the original due date for the within-grade increase unless a favorable decision has been made during the interim or action to demote or remove the employee has been taken. If the new

determination is favorable to the employee, the effective date of the within-grade increase will be the first day of the first pay period after the acceptable determination has been made. If the new determination is unfavorable, the employee is entitled to a notice of negative determination and notification of the right to reconsideration in accordance with Section 2 of this article. The parties agree that any appeal to arbitration which may be filed on the basis of a final decision sustaining a negative determination will be combined with any related grievance which may be concurrently in process.

### **Section 5. Effective Date/Administrative Error**

A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and the employee meets conditions for eligibility. When, due to administrative error, oversight or delay, a positive determination is made after the waiting period is completed, the effective date of the within-grade increase shall be retroactive to the original due date. In such cases, interest will be paid in accordance with law and applicable regulations.

## **Article 23**

### **Disciplinary and Adverse Actions**

#### **Section 1. Statement of Purpose and Policy**

The parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed where management determines by the severe nature of the behavior that a lesser form of discipline would not be appropriate.

The parties further agree that normally, discipline should be preceded by counseling and assistance including oral warnings which are informal in nature and not recorded. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment to the employee. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

#### **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 3. Definition of "Day"**

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

#### **Section 4. 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 SF-7B Extension File and the Official Personnel Folder for up to 1 year.

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 that he/she has 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 designated representative will be provided, in a timely manner, copy(s) of the material relied upon to support the reprimand.

### **Section 5. Short-Term Suspensions**

- A. An employee against whom a suspension for 14 days or less is proposed is entitled to:
1. An advance written notice of fifteen (15) calendar days stating the specific reasons for the proposed action;
  2. The right to review the material which is relied on to support the reason(s) for the proposed action;
  3. Ten (10) calendar days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response; and
  4. Be represented.
- B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal.
- C. After considering the employee's response, the Administration will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved, beginning with the last (pre arbitration) step of the grievance procedure.

### **Section 6. Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction-in-Pay, and Furlough of 30 Days or Less**

- A. An employee against whom such an action is proposed is entitled to:
1. Advance written notice of thirty (30) calendar days stating the specific reasons for the proposed action;
  2. The right to review the material which is relied on to support the reason(s) for the proposed action;



3. Twenty-five (25) calendar days to respond orally and in writing, and to furnish affidavits and other documentary evidence in support of the response; and
  4. Be represented.
- B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal.
- C. After receiving the employee's response, the Administration will issue a written decision. 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.

### **Section 7. 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.

### **Section 8. Requests for Time Extensions on Proposals**

The Administration will not unreasonably deny a request for extension of the time to respond to proposals.

### **Section 9. Notice to Union**

The Agency will provide the Union, in a timely manner, a sanitized copy of all reprimands and proposals of more serious disciplinary/adverse actions.

## **Article 24**

### **Grievance Procedure**

#### **Section 1. Purpose**

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Administration.

#### **Section 2. Coverage and Scope**

A grievance means any complaint:

- A. by an employee(s) concerning any matter relating to the employment of the employee;
- B. by the Union concerning any matter relating to the employment of any employee; or
- C. by any employee(s), the Union or the Administration concerning:
  - 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - 2. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
- D. Grievances on the following matters are excluded from the scope of this procedure:
  - 1. any claimed violation of 5 U.S.C. 73 relating to prohibited political activities;
  - 2. retirement, life insurance or health insurance;
  - 3. a suspension or removal under 5 U.S.C. 7532 relating to national security;
  - 4. any examination, certification, or appointment;
  - 5. the classification of any position which does not result in the reduction in grade or pay of an employee;
  - 6. non-selection for non bargaining unit positions; or

7. non-selection for bargaining unit employees from amongst properly rated and ranked candidates with the exception that employees may file grievances alleging unlawful discrimination as defined by Title VII. However, employees may file a grievance for non-selection from the exercise of a priority consideration. Employees may also file either a grievance or unfair labor practice, but not both, alleging anti-union animus.

### **Section 3. Exclusivity**

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Administration. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

This is the exclusive procedure available to bargaining unit employees, the Union or the Administration for the resolution of grievances.

### **Section 4. Representation**

- A. Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative or designee approved in writing by the Union.
- B. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) days of the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.
- C. Where the grievant elects Union representation, meetings and communications with regard to the grievant's attempts at resolution shall be made through the designated Union representative.
- D. For employees on flextime, the parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the parties mutually agree otherwise.

For employees on a fixed shift, the parties agree to schedule all steps in the grievance process during the fixed shift of the grievant and representative unless the parties mutually agree otherwise.

In situations where the grievant(s) and representative are on different work schedules and/or locations, the parties agree to make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the parties mutually agree otherwise.

## **Section 5. Resolution of Grievances and Employee Standing**

The Union and the Administration agree that grievances should be settled in an orderly, and prompt and equitable manner so that the efficiency of the Administration may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Administration and the Union to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. 71 and this agreement, in seeking adjustment of grievances.

Before the Agency or Union is required to render a decision at the last step of the grievance process, the written grievance must clearly and specifically describe the matter(s) being grieved, including the date/place of the occurrence and the individuals involved. The written grievance must also identify the article(s), section(s) and provisions(s) of the agreement that are involved, explain the alleged violation and state the requested relief. This provision will apply to all grievances filed after the 1 year anniversary date of this contract.

## **Section 6. Grievability/Arbitrability Questions**

In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance prior to the limit for the written answer in the final step of this procedure. All disputes of grievability/arbitrability shall be referred as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.

## **Section 7. Time Limits**

- A. A grievance concerning a continuing practice or condition may be presented at any time. Except as covered in Section 8(B), a grievance concerning a particular act or occurrence must be presented to the Step 1 management official within fifteen (15) working days of the action or date the employee became aware of it.

- B. Proof of service shall be a return post office receipt executed by the person served; or a written acknowledgement from the person served when hand delivered.
- C. All the time limits in this article may be extended by mutual consent.

### **Section 8. Options**

- A. In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Section 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

Similarly, an employee affected by a prohibited personnel practice under Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

- B. Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. The counselor shall have 30 calendar days to resolve the matter informally. If the counselor is unsuccessful, he/she will give the employee a written notice stating his/her right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure. If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 9 of this article within 15 working days and if the counseling process was used, attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this section, the Step 1 official is the official who took the action which gave rise to the allegation of discrimination or his/her designee. If this official is also the Step 1, 2 or 3 official identified in Section 9, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official or higher, that official will have 15 working days to attempt to resolve the matter and issue a decision. If the matter is not resolved, the grievant will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Administration. That official will have 25 workdays to either resolve the matter or render a final decision. If the employee does not elect to use EEO Counseling, any grievance must be initiated within 45

calendar days of the event which gave rise to the allegation, or after the date the employee became aware of the event, in accordance with the above procedure.

## **Section 9. Procedures for Employee Grievances**

### **Step 1**

A grievance must be submitted in writing, preferably, on the standard grievance form provided by the Administration, and presented to the Step 1 management official (designated in the Grievance Steps Chart below). The written grievance should normally describe the matter(s) being grieved, include the article(s) of the agreement that is involved, explain how the article(s) is allegedly violated and state the requested relief.

Within ten (10) working days after receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing. If the meeting is held after the fifth workday, the Step 1 official must issue a decision within five (5) working days after the meeting. The decision will either grant, partially grant, or deny the relief sought. The grievance may be appealed to the Step 2 official within five (5) working days after receipt of the Step 1 decision. The Step 1 official will forward the grievance material to the Step 2 official as indicated by the grievant's election to proceed to the next step.

### **Step 2**

- A. If the Step 2 official is located in the same installation as the grievant, the grievant shall have five (5) workdays to make an oral and/or written presentation.
- B. If the Step 2 official is not in the same installation as the grievant, the grievant shall have ten (10) workdays to make an oral and/or written presentation.
- C. The Step 2 official or designee will as speedily as possible, attempt to resolve the grievance and will, within ten (10) workdays after the presentation date give a written decision containing the reasons for the decision.
- D. The grievance may be appealed to the Step 3 official within five (5) workdays after receipt of the Step 2 decision.
- E. The Step 2 official will forward the appropriate grievance material to the Step 3 official as indicated by the grievant's election to proceed to the next step.

Step 3

- A. If the Step 3 official is located in the same installation as the grievant, the grievant shall have five (5) working days to make an oral and/or written presentation.
- B. If the Step 3 official is not located in the same installation as the grievant, the grievant shall have ten (10) workdays to make an oral and/or written presentation.
- C. The Step 3 official or designee will as speedily as possible, attempt to resolve the grievance and will within ten (10) workdays after the Step 3 presentation date give a written decision containing the reason for the decision.
- D. If the decision is not acceptable, the Union may refer it to arbitration in accordance with Article 25 (Arbitration).
- E. Step 2 and 3 meetings with Field Offices (OQA, OHA, FO) and OGC Regional Office where oral presentations in Step 2 or Step 3 of the grievance procedure are to be made to management officials outside of the installation, face to face meetings are preferred whenever feasible. If such meetings cannot be arranged within the timeframes for oral presentations, the parties may meet at a later date as scheduling will permit or may conduct the oral presentation by telephone, but will not delay the grievance process longer than 30 calendar days.

GRIEVANCE STEPS CHART			
COMPONENT	Step One Official	Step Two Official	Step Three Official
OHA (HQ)	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
OHA (Field)	Immediate Supvr.	Next Level Supvr.	Regional Chief Admin Law Judge
Headquarters (Local 1923)	Immediate Supvr.	Br/Div Director/Center Director	Office/Staff Director or equivalent

FO (DO/BO)	Immediate Supvr.	District Manager	Area Director
FO (Non-Mega TSC)	Immediate Supvr.	TSC Manager	Regional TSC Mgr. or Next Level Supvr. if no Regional TSC Manager
FO (Mega TSC)	Immediate Supvr.	Next Level Supvr.	TSC Director
ROQA	Immediate Supvr.	Next Level Supvr.	Regional Director, ROQA
DOC	Immediate Supvr.	Branch Chief	Appropriate Director
RO	Immediate Supvr.	Next Level Supvr.	ARC/MOS
OGC (Region)	Immediate Supvr.	Chief Counsel	A Deputy General Counsel
OGC (Headquarters)	Immediate Supvr.	Associate General Counsel	A Deputy General Counsel
PSC	Immediate Supvr.	Next Level Supvr	ARC/PCO

If an employee's immediate supervisor is the Step 2 official, the grievance will be considered entered at that step of the grievance procedure. Likewise, if an employee's immediate supervisor is the Step 3 official or higher, the grievance will also be considered entered at Step 2 of the grievance procedure. If the matter is not resolved, the Agency will designate a higher authority official to review the grievance and decision and either resolve the matter or render a final Agency Step 3 decision.



The employee may feel he or she cannot initially discuss the alleged grievance with the immediate supervisor. If so, the employee may grieve the matter initially with the Step 2 Official. If this is done, it is understood that this is the second step in the grievance procedure.

The Step 2 and Step 3 officials listed above may use designees to complete their responsibilities.

The Administration shall not delegate down in the line function in using designees in the grievance procedure.

### **Section 10. Union Management Grievance**

Either party may opt to submit grievances through their respective representatives at the national, component, or local levels. Grievances at the national level will be submitted to the Commissioner or designee or the General Committee spokesperson or designee as appropriate. Grievances at the component level will be submitted to the component head or designee or the AFGE component president or designee, as appropriate. Grievances at the local level will be submitted to the Regional Chief ALJ, Regional Commissioner, Regional Director, Regional Chief Counsel, Associate Commissioner or equivalent and the designated Union official, as appropriate. Management officials listed above may use designees to complete their responsibilities.

A grievance concerning a continuing practice or condition may be presented at any time. A grievance concerning a particular act or occurrence must be presented to the other party within twenty-five (25) working days of the action or date the moving party became aware of it.

When a grievance is filed, the parties will meet and/or discuss the matter within ten (10) working days after receipt unless the grieving party waives the meeting/discussion. A written decision will be issued within ten (10) working days of the meeting or of the date of waiver. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) working days after receipt of the final decision. However, prior to invoking arbitration, each party will consult with appropriate levels within its respective organization. Either party may move its grievance to arbitration 45 calendar days after the grievance was filed.

Arbitration awards or grievance settlements shall not be applicable or precedential beyond the jurisdiction of the parties to the grievance, unless the parties at a higher level agree otherwise.

### **Section 11. Grievance Decision**

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

### **Section 12. Failure to Meet Requirements**

- A. In employee grievances, failure on the part of the Administration to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.
- B. If the grievant after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated.
- C. If a decision is not issued, the grievance will not terminate.

### **Section 13. Withdrawal**

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

## **Article 25**

### **Arbitration**

#### **Section 1. Invoking Arbitration**

A grievance processed under this agreement, if unresolved may be referred to arbitration as provided for in this article. A referral to arbitration can be made only by the Union or the Administration and shall be in writing. Such referral shall be made within fifteen (15) work days after receipt of the written decision rendered in the final step of an action processed under Article 24 (Grievance Procedure) or under the conditions specified elsewhere in this agreement.

Within TEN (10) WORKING days from the date of the request for arbitration, the parties shall try to define the issue(s). If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

#### **Section 2. Panels**

The parties will continue to abide by the current arrangements and procedures for arbitration panels unless altered by mutual consent.

#### **Section 3. Removal of Arbitrators**

Any arbitrator on a panel may be removed from the list by either party on each anniversary date of the establishment of the specific panel by giving a 30-day written notice to the arbitrator with a copy to the other party. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within ten (10) workdays after receipt of such notice, the parties shall mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list and will take cases on a rotational basis in the same manner as the arbitrator he/she replaces would have received them. The parties may mutually agree to remove an arbitrator at any time.

#### **Section 4. Refusal to Participate**

Should either party refuse to participate in arbitration, the other party may present the case to the next arbitrator in the rotation, who shall have authority to render a decision.

## **Section 5. Procedures**

- A. The procedures used to conduct the arbitration shall be determined by the arbitrator. The Union will be entitled to have one (1) representative and one (1) technical advisor at each hearing. Each party is entitled to one (1) observer. The Union observer will be on official time in accordance with Article 30 of this Agreement and at no cost to the Agency.
- B. The arbitrator's fees and expenses will be shared equally by the parties.
- C. If the Administration requests a transcript, the Administration will bear the entire cost of such transcript and will furnish one copy to the Union.
- D. The arbitration hearing shall be held, if possible, on government controlled property at or near the city where the dispute arose, unless the parties agree to hold the hearing elsewhere.
- E. The parties agree to keep the number of witnesses to a reasonable number. The union will pay all costs for its representatives and witnesses with the exception that the Agency will pay the travel and per diem costs of two union witnesses and the grievant at arbitration.
- F. The arbitrator's decision shall be final and binding. In other than expedited cases, the arbitrator shall make specific finding of fact(s) based on the evidentiary record. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be requested to render the decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.
- G. If the arbitration award is unclear to either party, the award shall be returned to the arbitrator for clarification.

## **Section 6. Effect of Arbitrator's Award**

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement.

## **Section 7. Expedited Arbitration Procedures**

The following expedited arbitration procedure is hereby adopted with respect to any grievance which involves:

- An employee's formal performance appraisal, other than demotions or removals for unacceptable performance under 5 U.S.C. Chapter 43;
- Final decision to withhold a within-grade salary increase;
- Reprimands and suspensions of 14 days or less;
- Action imposing sick leave restriction;
- Denials of sick leave, annual leave, and LWOP;
- AWOL charges; and
- Any other matter mutually agreed upon.

- A. The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and, in addition the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled.

The hearing shall be informal.

No briefs shall be filed or transcripts made.

There shall be no formal evidence rules.

Normally, at least two (2) cases a day will be scheduled and heard.

The hearing shall be scheduled not more than ten (10) days after notification to the arbitrator. If the designated arbitrator is not available to conduct a hearing within ten (10) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

- B. A single case should normally not require more than four (4) hours to be heard with each party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.
- C. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render the decision within forty-eight (48) hours after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.

- D. The arbitrator's decision shall be final and binding on both parties. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations.

## **Section 8. Arbitration Panels**

### **I. Purpose:**

It is to the advantage of both Parties to minimize the cost of travel and expenses to be paid and shared for the selected arbitrators, as well as their availability for a given time frame. Therefore, the Parties constituted panels for both regular and expedited arbitrations, established a National case control system for the panels, and adopted the following provisions:

### **II. Structure:**

- A. Each regular and expedited panel will be composed of the number of arbitrators indicated below for both panels. There will be one regular and one expedited panel for each of the following geographic areas:
1. Baltimore-Washington (20) (Panel 1)  
(Headquarters, Washington, D.C., the entire States of Maryland and Virginia)
  2. Philadelphia (10) (Panel 2)  
(Eastern Pennsylvania, Southern New Jersey and Delaware)
  3. New York  
(Metropolitan area, Northern and Central New Jersey) (20) (Panel 3)
  4. Syracuse (7) (Panel 4)  
(Western New York)
  5. Albany (7) (Panel 5)  
(Eastern New York)
  6. Boston (7) (Panel 6)  
(Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine)
  7. Atlanta (7) (Panel 7)  
(N. Georgia, North and South Carolina)

8. Florida (10) (Panel 8)  
(Florida, S. Georgia)
9. Birmingham (10) (Panel 9)  
(Alabama, Kentucky, Tennessee, and Mississippi)
10. Pittsburgh (10) (Panel 10)  
(Western Pennsylvania, West Virginia)
11. Chicago (10) (Panel 11)  
(Illinois, Wisconsin, and Minnesota)
12. Cleveland (7) (Panel 12)  
(Michigan, Ohio, and Indiana)
13. Kansas City (10) (Panel 13)  
(Missouri, Kansas, Iowa, North and South Dakota, Nebraska,  
Colorado, Utah, and Wyoming)
14. Dallas/Ft. Worth (7) (Panel 14)  
(Texas, Oklahoma, Louisiana, Arkansas, and New Mexico)
15. Seattle/Portland (7) (Panel 15)  
(Washington, Idaho, Oregon, and Montana)
16. San Francisco (10) (Panel 16)  
(Northern California, Northern Nevada)
17. Los Angeles (10) (Panel 17)  
(Los Angeles, South Central Valley and Coastal Area, San Diego, and  
Imperial Counties, Arizona and Southern Nevada)
18. Puerto Rico (5) (Panel 18)  
(All of Puerto Rico and the Virgin Islands)

B. New panels can be established or panels can be reformed as the Parties jointly decide. Similarly, the Parties can jointly reduce the size of panels or alter the method of selecting panels as they see fit.

### III. Exclusions

The Parties agree that no panels will be developed for Hawaii and Alaska. If an arbitration arises in either of those States, a list of arbitrators will be requested in accordance with regional past practice. Each party will strike from that list until one arbitrator is selected, who will hear that case.

## IV. Fee Schedule

### A. Expedited Arbitration

1. Arbitrators hearing expedited arbitrations for Panels 1, 2, 3, 11, 16, 17 and 18 under Article 25, Section 7 of the National Agreement, will be paid on a per case basis. The fee will be \$400 a case, if 2 cases are heard in 1 day. If a single case takes more than one-half of a hearing day, the fee will be \$800 for the first hearing day, and \$400 for each subsequent hearing day, or portion thereof, spent on that case.
2. Arbitrators hearing expedited arbitrations for all other panels under Article 25, Section 7 of the National Agreement, will be paid on a per case basis. The fee will be \$300 a case, if 2 cases are heard in 1 day. If a single case takes more than one-half of a hearing day, that fee will be \$600 for the first hearing day, and \$300 for each subsequent hearing day, or portion thereof, spent on that case.
3. If the hearing is cancelled or postponed 9 calendar days or less prior to the scheduled hearing date and the arbitrator is so notified, or if the arbitrator appears at the hearing and the case is settled or cancelled by the parties without a hearing, the arbitrator shall be paid the arbitrator's published cancellation fee, not to exceed \$300 per case, plus any travel and lodging expenses that the arbitrator incurs. If the hearing is cancelled or postponed 10 calendar days prior to the scheduled hearing date and the arbitrator is so notified, there is no charge to the Parties.
4. The Parties agree to pay up to ½ study day for each expedited case heard. Arbitrator's request for additional study days must be mutually agreed to by the Parties prior to communicating approval to the arbitrator.

### B. Regular Arbitration

1. Arbitrators selected to hear cases under Panels 1, 2, 3, 11, 16, 17 and 18 will be paid their regular published rate on file with FMCS as of October 1, 2000 up to a maximum of \$800 a day, or portion thereof for hearing days. Study days will be paid at the Arbitrator's published fee as of October 1, 2000 up to a maximum of \$800 a day.
2. Arbitrators hearing regular arbitration cases for all other panels will be paid their regular published rate on file with FMCS as of October 1, 2000, up to a maximum of \$700 per day, or portion thereof for hearing



days. Study days will be paid at the Arbitrator's published fee as of October 1, 2000 up to a maximum of \$700 per day.

3. The Parties agree to pay up to 2 study days for each 1 day of hearing. Arbitrator's request for additional study days must be mutually agreed to by the Parties prior to communicating approval to the arbitrator.
4. If a hearing is cancelled or postponed 14 calendar days or less prior to the scheduled hearing date and the arbitrator is so notified, or if the arbitrator appears at the hearing and the case is settled or cancelled by the Parties without a hearing, the arbitrator shall be paid the arbitrator's published cancellation fee, not to exceed the maximum amount established for the panel per day, plus any travel and lodging expenses that the arbitrator incurs.
5. If the hearing is cancelled 15 calendar days prior to the scheduled hearing date and the arbitrator is so notified, there is no charge to the parties.

C. Travel Expenses for both Regular and Expedited Hearings

Arbitrator's travel expenses will be reimbursed based on Government Travel Regulations.

D. Discontinuing the Hearing for both Regular and Expedited Cases

If the arbitrator discontinues/leaves the hearing without proper cause, no fee or travel expenses are payable, and his/her name will be removed from the panels.

V. Rules for Arbitrators Serving on the Panels

- A. The arbitrator will hear a case within 60 days of notification by the moving party that it is ready to proceed unless the parties mutually agree otherwise.
- B. Arbitrators selected for the panels may only serve on one geographic panel. Arbitrators must maintain a permanent (tax) residence within the assigned geographic panel area.
- C. The arbitrator's travel expenses will be paid from the point of origin being the arbitrator's residence or office located within the geographical area of the panel, or another location, if travel from that location is more advantageous to the Parties.

- D. The arbitrators will be available to hear cases all year long within the entire geographical area of his/her panel assignment. Failure to adhere to this provision is ground for removal from the panels.
- E. Any arbitrator who removes himself/herself from any panel forfeits assigned cases.
- F. The arbitrator will abide by and be reimbursed for travel and per diem expenses in accordance with Federal Travel Regulations.
- G. The arbitrator will adhere to the provisions of Article 25, Section 5.B. and Section 7.C. of the Parties' National Agreement, which specify time frames in which the arbitrator is to render a decision. If the arbitrator does not request and obtain an exception from these time frames by the Parties, the arbitrator will be suspended from the panel until he/she renders a decision. Once reinstated to the panel, his/her name will be placed at the bottom of the appropriate arbitration panel rotation.

If the arbitrator fails to adhere to the established time frames, the Parties will jointly contact the arbitrator prior to contacting FMCS. Contact with the arbitrator should be bilateral.

- H. If the arbitrator is unavailable due to illness to hear a case, the arbitrator's name will be placed at the bottom of the panel rotation list. Should an arbitrator decline to hear a case, he/she may be removed from the panel by mutual agreement of the parties.
- I. If a case is settled, cancelled or postponed by the Parties, the arbitrator's name will be placed at the beginning of the appropriate panel rotation list.
- J. Any arbitrator who refuses to participate in a hearing in accordance with Article 25 of the National Agreement will be removed from the panel.

#### VI. Removal and Replacement of Arbitrators

- A. Upon receipt of a notice from either party removing an arbitrator in accordance with Article 25, or upon receipt of notice from an arbitrator removing himself/herself from the panel, or upon the arbitrator's death, the Parties will request a list of arbitrators when necessary from the Federal Mediation and Conciliation Service. The foregoing process will not prevent the Parties from considering other interested arbitrators who wish to serve on the panels. The Parties at the national level will take steps to ensure that all panels are adequately staffed.

- B. The parties will write to the entire list of arbitrators to determine the arbitrators' availability and acceptability of the conditions and/or fee and expenses for both regular and expedited panels.
- C. The Parties will compile a final list of available arbitrators into a list of qualified candidates for each panel of regular and each panel of expedited arbitration. A final list of at least 9 must be established before the striking process begins. If 9 arbitrators are not available for each panel vacancy, an additional request will be made to FMCS for additional names of arbitrators, including their biographical sketches.

This process will be repeated until a list of 9 available arbitrators is established.

- D. Upon the establishment of an appropriate list, the Parties will go through the striking process to select a new arbitrator. The striking will be accomplished by phone or in person. However, no travel is authorized for the striking process unless by mutual agreement.
- E. The Parties will use an appropriate joint letter (Appendix A1) to send to arbitrators regarding their removal as well as for soliciting for replacement arbitrators.
- F. An arbitrator will be removed from the panel on the date of the joint removal letter to the arbitrator (Appendix A1). This letter may be sent to the arbitrator at any time SSA's panel coordinator and AFGE's panel coordinator mutually consent to the arbitrator's removal. Absent mutual consent, the joint removal letter will be sent to an arbitrator if one panel coordinator notifies the other panel coordinator between October 2 and November 1 of each year, of the names of arbitrators that each party wishes removed.

## VII. Operation of the Panels

Each Party will have a Panel Representative and a Panel Coordinator. If the Panel Representative or Panel Coordinator is unavailable, the Parties may designate backups to perform panel functions.

Arbitrators will be assigned weekly based upon the date of invocation of arbitration. The Party invoking arbitration will send copies of the invocation to both Panel Representatives simultaneously. The invocation will specify if the case is a regular or expedited arbitration. The invocation will include the name, address and telephone number of the representative invoking arbitration.

In the case of any disagreement between the Parties on whether the arbitration is a regular or expedited arbitration, the panel representatives will

assign an arbitrator from the regular panel. The procedural issue of whether the case is expedited or regular will be settled by the arbitrator assigned.

The panel representatives (or backups) will contact each other once a week on Wednesday between 1:00 and 3:00 p.m. eastern time or other mutually agreed upon time for the purpose of assigning arbitrators on the invocations received in the mail that week. If one panel representative (backup) is unavailable, the available panel representative will contact the panel coordinators to agree on the following options: (1) mutually agree to delay assigning arbitrators, (2) proceed to assigning arbitrators, or (3) proceed to assign arbitrators on moving party's invocations. If the designated panel coordinator is not available, the available panel representative (backup) can proceed with assignment for those invocations on which his/her side is the moving party.

Panel representatives (backups) will proceed to assign arbitrators for the invocations. If there is more than one invocation for a panel, the invocation dated first will be selected first. If there is more than one invocation for a particular date and panel, the Parties agree to take turn selecting which case is assigned next. If only the moving party's representative has received an invocation, an arbitrator will be assigned and a copy of the invocation will be forwarded to the other party's panel representative so that each side has a copy of all invocations.

A control number will be assigned to the case, which will be referenced in all correspondence on the case. The panel representative (backups) will forward notice of selection, case control number and arbitrator's telephone number to their respective litigators.

The Parties will contact the arbitrator and set a date, time and place for the hearing when they are ready to move the case to hearing.

After a date for hearing is set by the Parties, the litigators will complete and send to their respective panel representative confirmation of the arbitrator selected, with details regarding the agreed upon hearing date, time and place.

If, for any reason, the arbitration is cancelled, the litigators will jointly inform the panel representatives in writing. This action will automatically place the arbitrator on the top of his or her respective panel.

The Agency panel representative will send a confirming letter to the arbitrator with the date, time and place of the hearing specified. She/he will enclose billing directions and information on Government travel regulations for the arbitrator. A copy of the confirmation letter will be sent to the litigators involved as well as the Union panel coordinator.

If the arbitrator's travel billing is questioned by either side, a copy of all correspondence concerning this will be sent to the other party.

The Agency agrees to provide the Union's panel representative or coordinator with an electronic copy of the panel program and programmed data on January 15 of each year. A printout of the panel screens will be provided to the panel coordinator prior to each week's meeting when the panel representatives select and assign arbitrators to pending cases.

The Union's panel representative and coordinator will be provided with reasonable official time to perform the duties and responsibilities associated with these functions. This official time will be handled in accordance with Article 30. It is understood that no travel or per diem will be authorized in connection with these functions.

The Parties recognize that it is in their best interest to discuss and resolve any problems that arise with these procedures. These procedures may be changed by mutual agreement of the Parties' Coordinators.

#### VIII. Combined Cases

The Parties recognize that it can be efficient and cost effective to join cases to be heard by an arbitrator at a single hearing. The Parties encourage representatives at the panel level to work together to identify and schedule cases that can be joined and heard consecutively.

#### IX. Review Process

At the approximate mid-point of the 2005 National Agreement, the Parties will review the status of the arbitration panel process. This will include a review of the fee schedule, and how it is working. If the parties mutually agree, this section (8) of Article 25 may be reopened, in order to update or modify any provision.

(Appendix A1)

Panel

Mr.

Dear Mr. :

This is to notify you that you are being removed from the permanent panel of arbitrators as established by the American Federation of Government Employees, General Committee and the Social Security Administration.

As of , no further cases will be assigned to you; however, if you have been previously assigned a case(s), you may hear and decide that case(s). Thank you very much for your participation on the arbitration panel(s).

Sincerely

Panel Designee

American Federation of  
Government Employees

Panel Designee

Social Security Administration

cc:

Federal Mediation and Conciliation Service

## **Article 26**

### **Merit Promotion**

#### **Section 1. Purpose and Policy**

The purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied to all employees without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria. This article sets forth the merit promotion system, policies, and procedures applicable to bargaining unit position employees in the Administration.

#### **Section 2. Career Development Programs**

- A. The Agency will determine when to offer career development programs to prepare employees for potential future jobs or assignments. Such programs will be offered depending on the availability of funds and the needs of the Agency. The Agency will publicize all career development programs when they are announced. Announcements will contain adequate specific application instructions.
- B. Career Development Programs will provide opportunities for temporary developmental assignments, to increase knowledge of SSA programs and work processes. The National Training Committee will be an appropriate forum for making recommendations and sharing information on agency-wide career development programs.
- C. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs.

#### **Section 3. Career Ladder Positions**

- A. Career ladder positions help employees to develop to successfully perform higher-level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge, as compared to the journey level responsibilities. The responsibilities at each level of the career ladder position will be conveyed to employees.
- B. A career ladder plan may be established for career ladder positions. If a career ladder plan is developed the criteria which an employee must meet in order to be promoted will be outlined. A copy of the plan will be given to each employee upon entry into the career ladder position and when he/she is

promoted to a new level of the career ladder plan. The employee will also be advised of his/her earliest date of promotion eligibility. In addition, the employee will be provided with a copy of any revised career ladder plan within 30 days of such revision.

#### **Section 4. Career Ladder Advancement**

- A. At the time the employee reaches his/her earliest date of promotion eligibility, the Administration will decide whether or not to promote the employee.
1. If an employee is eligible for promotion, the Administration will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.
  2. Any time the supervisor recognizes an employee's need for assistance in meeting the performance expectations necessary to progress to the next grade, the supervisor will develop a plan to assist the employee. The plan should include all applicable training as well as any other appropriate support. If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Administration may:
    - a. Provide the employee with additional time to meet the promotion criteria.
    - b. Reassign the employee to another position at the same grade and step or
    - c. Propose placement of the employee in a position at a lower grade.
  3. In the event that the employee met the promotion criteria but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

#### **Section 5. Applicability of Competitive Procedures**

- A. Promotions - Any selection for promotion must be made on a competitive basis unless it is excluded by Section 6 below.
- B. Reassignments/Changes to Lower Grade - Any selection to a position that provides specialized experience as defined in the OPM Qualification Standards that the employee does not already have and is required for subsequent promotion to a designated higher-grade position and/or to a position with known promotional potential must be made on a competitive basis.



- C. Details - Competitive procedures will be applicable to any selection for detail of more than 120 days to a higher-grade position, to a position with known promotional potential, or a position which provides specialized experience as defined in the OPM Qualification Standards required for subsequent promotion to a designated higher-grade position.
- D. Training - Competitive procedures will be applicable to selections for training when eligibility for promotion to a particular position depends on whether the employee has completed that training.
- E. Appointments - Competitive procedures apply to the transfer of a Federal employee or to the reinstatement of a former Federal employee to a position above the highest grade previously held permanently unless the position is a higher-graded successor position or to a position at or below that grade if the position has promotional potential above the highest grade previously held permanently. The employee must not have been demoted or separated for personal cause from the higher grade(s) and, when competitive procedures apply, be identified as a well-qualified candidate with eligible SSA employees to be eligible for appointment. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to both SSA employees and persons being considered for appointment to higher-graded positions above the highest grade previously held permanently by transfer or reinstatement.

## **Section 6. Applicability of Noncompetitive Actions**

- A. Promotions - The following promotions may be taken on a noncompetitive basis unless otherwise provided:
  - 1. Promotion of the incumbent of a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities and not a planned management action. To be eligible for a noncompetitive promotion in this situation the employee must have performed the higher-level duties for at least 6 months, must have continued to perform the same basic function, and the employee's former position must be absorbed administratively into the new position.
  - 2. Promotion of an incumbent or an individual entitled to reemployment rights to a position that is reclassified to a higher grade without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of correction of an original classification error. When the incumbent of the upgraded position meets the legal requirements and qualification standards for promotion to the higher grade, the incumbent will be promoted.
  - 3. Promotion of an employee previously selected competitively for a lower step of a career ladder.

4. Promotion after receiving priority consideration.
  5. Promotion of an employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA and other appropriate authorities).
  6. Agencies may non-competitively reinstate, transfer, promote an employee up to the highest grade and step previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" reasons.
  7. Temporary promotions to a higher grade totaling 120 days or less during any 12 month period. If a temporary promotion that was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures.
  8. Career ladder promotions following noncompetitive conversion of a Student Career Experience Program (SCEP) or Federal Career Intern Program employee in accordance with the requirements of applicable OPM policy.
  9. Promotion of an employee covered by an approved training agreement.
  10. Promotion of an employee placed competitively in a trainee position.
- B. Reassignments/Changes to Lower Grade - A reassignment or change to lower grade to a position that does not provide specialized experience as defined in the OPM Qualification Standards that the employee does not already have and is required for subsequent promotion to a designated higher-grade position or to a position having no known promotional potential may be taken on a noncompetitive basis.
- C. Details - The following details may be made on a noncompetitive basis:
1. Details of 120 days or less to a higher-grade position.
  2. Details of 120 days or less to a position at the same or lower grade with known promotional potential, or to a position which provides specialized experience as defined in the OPM Qualification Standards required for subsequent promotion to a designated higher-graded position.
  3. Details to a position at the same or lower grade with no known promotion potential, or to a position which does not provide specialized experience as defined in the OPM Qualification Standards required for subsequent promotion to a designated higher-graded position.

4. Details to unclassified duties.

Promotional credit or points may not be given for details of 120 calendar days or less.

D. Other Noncompetitive Actions

1. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and office provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.
2. Selection from an OPM approved register or delegated examining unit certificate of eligibles.
3. Transfer of a Federal employee or reinstatement of a former Federal employee (including conversion to reinstatement from a temporary appointment) to a position at the same or lower grade than the highest permanent grade held under a career or career-conditional appointment provided the candidate was not demoted or separated for personal cause from a higher grade and also provided that the position does not have known promotional potential to a grade higher than the highest permanent grade held.
4. Reinstatement to the same career ladder position for which an employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotional potential.
5. Reinstatement of a former SSA employee to a position which is the higher-graded successor to a position he/she previously held. Such reinstatements may be made non-competitively when classification of the successor position is based on the establishment of a new position classification standard or the revision of a position classification standard.
6. A position change permitted by reduction-in-force regulations.

E. Additional procedures for noncompetitive details are described in Article 27.

**Section 7. Vacancy Announcements and Areas of Consideration**

A. All actions requiring the use of competitive procedures under this Agreement will be announced on the SSA Intranet.

B. Areas of Consideration

1. Normal Area of Consideration

The normal area of consideration for a position is that area in which the Agency should reasonably expect to locate enough best qualified candidates. The normal area of consideration will always include 4100 applicants.

- a. For positions with headquarters duty stations:
  1. The normal area of consideration for GS-15 and equivalent Federal Wage System (FWS) positions with Baltimore/Washington, D.C./Falls Church headquarters duty stations is Baltimore/Washington, D.C./Falls Church headquarters-wide and 4100 applicants. At the discretion of management, the normal area of consideration for positions at this level may be expanded nationwide.
  2. The normal area of consideration for positions at GS-14 and below and equivalent FWS positions with Baltimore headquarters duty stations is Baltimore/Washington, D.C. headquarters-wide and 4100 applicants.
  3. The normal area of consideration for positions at GS-14 and below and equivalent FWS positions with Falls Church headquarters duty stations is Falls Church/Washington, D.C. headquarters-wide and 4100 applicants.
  4. The normal area of consideration for positions at GS-14 and below and equivalent FWS positions with Washington, D.C. headquarters duty stations is Baltimore/Washington, D.C./Falls Church headquarters-wide and 4100 applicants.
- b. For positions with duty stations in the field/regions (includes Operations field/regional offices, TSCs, PSCs, the DOC, OHA hearing/RCALJ offices, ORQAPA satellite/regional offices, Offices of the Regional Chief counsels, OIG field/regional offices and headquarters positions with duty stations other than Baltimore/Washington D.C./Falls Church):
  1. The normal area of consideration for positions at the GS-8 through GS-15 levels and equivalent FWS levels is SSA region-wide and 4100 applicants. This area of consideration includes all SSA installations in the region in which the duty station of the vacancy is geographically located. At the discretion of management, the normal area of consideration for positions at this level may be expanded to include all, or portions, of other regions or SSA nationwide.

2. The normal area of consideration for positions at the GS-7 level and below and equivalent FWS levels is SSA commuting area wide and 4100 applicants. This area of consideration includes all SSA installations in the commuting area of the vacancy. At the discretion of management, the normal area of consideration for positions at this level may be expanded to include all, or portions, of other regions or SSA nationwide.
3. For positions in the Philadelphia region, the SSA region-wide and SSA commuting area-wide areas of consideration do not include Baltimore/Washington, D.C./Falls Church headquarters. However, 4100 applicants are still included in the area of consideration.
- c. When filling a higher graded position which has been created by reengineering the duties of one or more lower graded position(s), the area of consideration will be restricted to the incumbents of the lower graded position(s).

## 2. Automatic Areas of Consideration

- a. Management may request an automatic area of consideration, defined as the automatic consideration of incumbents of a specific organizational component or other grouping of positions without being required to apply for the vacancy.
- b. An automatic area of consideration consists of employees who are identified as candidates for a vacancy without being required to apply. An automatic area of consideration will be used together with a vacancy posting procedure and applicants will be assessed with those in the automatic area of consideration.

## 3. Expanding Areas of Consideration

When the area of consideration is not expected to produce an adequate number of best qualified candidates for the selecting official's consideration, Management can expand the area of consideration. The vacancy announcement will identify the expanded area of consideration.

## 4. Reducing Area of Consideration

When solicitation throughout the normal area of consideration would be impractical because of operational needs, Management can reduce the area of consideration. 4100 applicants will be included in a reduced area of consideration. The announcement package will contain the reduced area of consideration documentation.

### C. Information on Vacancy Announcements

1. Vacancy announcements will include, as a minimum:
  - a. Statement of nondiscrimination;
  - b. Announcement number and opening and closing dates;
  - c. Position number(s), title(s), series, and grade;
  - d. Number of vacancies to be filled;
  - e. Geographic and organizational location;
  - f. Time in grade requirements, if any;
  - g. Area of consideration;
  - h. A requirement that the employee be in good standing;
  - i. Summary of qualification requirements (including KSAs);
  - j. Hours of work and/or the availability of alternative work schedule options;
  - k. If appropriate, a statement that the vacant position is a trainee position leading to a noncompetitive promotion;
  - l. Permanent or temporary nature, and duration, if temporary;
  - m. Filing instructions;
  - n. Name and telephone number of the personnel specialist or other individual to contact for information relating to the announcement;
  - o. The Servicing Personnel Office (SPO) or the address where the application is to be submitted;
  - p. Statement that applications must be received in the SPO by the closing date of the announcement, or postmarked no later than that date.
  - q. Statement that relocation expenses will be paid in accordance with Federal Travel Regulations and other applicable laws and Government-wide rules and regulations.

#### D. Posting and Distribution of Vacancy Announcements

1. Vacancy Announcements will be posted on the SSA Intranet. A hardcopy will be provided to employees upon request.
  - a. Individual vacancy announcements will remain open and posted for 15 workdays.
  - b. Open continuous announcements will remain posted at all times unless the Administration determines to discontinue the use of these announcements. An employee may file at any time as outlined in the vacancy announcement. The cutoff date for applicants to be considered for a specific vacancy will be the date the request to fill the vacancy is received in the SPO. Applications received after that date will be considered for future vacancies.
  - c. Vacancy Announcements may be cancelled at any time. The cancellation of a Vacancy Announcement will be posted on the SSA Intranet, and the announcement package will be documented with the cancellation documentation.
  - d. If a vacancy announcement has been posted and is later found to contain a substantial error, the announcement will be amended if the selecting official still intends to fill the position under the competitive process. The amendment should cite the change(s) and indicate whether the original applicants need to refile in order to be considered.

- E. The Agency agrees to provide to the AFGE Council Presidents and President of Local 1923 yearly information on the number of bargaining unit vacancies by grade and series filled with bargaining unit employees. Information will also be included on bargaining unit external hires for the prior year.

#### **Section 8. Employee Applications**

- A. Who Must File: To be considered for an announced vacancy, an employee must file and sign the appropriate application (as described in the announcement) unless the employee is in an automatic area of consideration. When an automatic area of consideration is used, an employee need not file unless the announcement specifies that they must file.
- B. Time Limits: The time limits for filing for an announced vacancy are as follows:
  1. Individual Announcements - Applicants who wish to be considered for a posted vacancy must apply as required by the announcement. The

appropriate application forms and any other documentation requested must be submitted in accordance with the timeframe specified in the announcement.

2. Short-Term Absence - An employee on approved absence from duty for 1 to 3 weeks may file for a vacancy upon returning to duty. Employees absent throughout the entire open period of an announcement must apply within 3 workdays following their return. The application must be accompanied by supervisory certification of the dates of absence. The SPO will arrange for the employee's consideration if the BQL has not yet been furnished to the selecting official.
  3. Long-Term Absence - Prior to departure, employees who are scheduled to be absent in excess of 3 weeks should provide the SPO with a written request to be considered for positions posted during their absence and a complete application form. The request must cite the title, series, grade and specific organization location of each position for which they wish to be considered.
- C. Multiple Applications: When an employee has applied for, or been automatically considered for, more than one announcement, he/she will be bound by the first promotion or reassignment (in the case of a career ladder) for which the employee has reported unless:
1. He/she has accepted a reassignment and another vacancy leads to a promotion to a higher grade;
  2. Another vacancy is in a career ladder or a trainee position leading to a higher grade;
  3. He/she has accepted a temporary promotion or reassignment and the other position is permanent or temporary, with a later expiration date; or
  4. The other position is outside the commuting area.
- D. Wage grade employees may compete for General Schedule positions and vice versa but must meet applicable legal requirements including minimum qualifications requirements.
- E. Electronic Application Forms
1. Management will afford bargaining unit employees access and instructions so that they may use SSA's personal computers to complete automated applications and related forms under this article. Access will be granted to the extent that computers, related computer equipment and computer time are available and such use will not impede Agency operations. For purposes of this agreement, access includes a reasonable amount of time during an employee's working hours to prepare or modify his/her application.



2. The Agency will provide appropriate training on how to file for a vacancy and how to complete a SSA-45. The Agency will continue to make instructional material on the promotional process available to bargaining unit employees.

### **Section 9. Development of Weights and Factors**

The Agency is responsible for developing/updating weights and factors and KSA's.

The Agency will ensure the establishment of a valid crediting plan for FWS positions.

### **Section 10. Best Qualified List (BQL) Determinations**

- A. The Agency will review the applications to ensure that applicants meet the minimum qualifications for the position. Applicants must be in good standing to participate in the merit promotion process.
- B. Promotion committees, selected by management, will be convened to rate applicants against the weights and factors or KSAs. The rating will be applied consistently to all applicants.
- C. The names of the promotion committee members will be documented in the announcement package.
- D. Promotion committee members must treat the results of their work as confidential, as well as the employee information they have access to in carrying out their duties. Committee members may not provide information related to filling the vacancy to any of the applicants or to any unauthorized individual.
- E. Promotion committees will not contact applicants or solicit information from other sources regarding the applicants. Questions or concerns regarding the information provided by applicants should be referred to the personnel specialist or staff person advising the committee.
- F. After rating each applicant, the promotion committee may rank the applicants in descending score order, determine which applicants have a score which is at least 50% of the total maximum score for the entire rating schedule and develop a tentative BQL.
- G. Only applicants who earned at least 50% of the total maximum points may be considered for the BQL and referred to the selecting official.
- H. The number of candidates to be included on the BQL is determined by the number of vacancies to be filled. For one vacancy, the BQL would consist of

- the 15 highest ranked applicants who meet the 50% cut-off, plus ties for last place. For each additional vacancy, the BQL would include the next 5 highest ranking applicants who meet the 50% cut-off plus ties for last place.
- I. If additional vacancies arise prior to the approval of the BQL, the selecting official may request that the number of candidates referred for initial selection be based on the larger number of vacancies. Such requests will be documented in the announcement package.
  - J. Separate BQ lists will be established for positions posted at more than one grade level or for more than one geographic location. The number of names referred on each list will be determined by the number of vacancies to be filled at each grade level or geographic location. If the number of vacancies to be filled at each grade level or geographic location is not specified, the number of names referred will be based on the total number of vacancies to be filled.
  - K. An abbreviated rating procedure may be used when the number of candidates to be rated is no greater than the number of names that would be included on the BQL for the number of vacancies to be filled. Applicants may be rated against the entire rating schedule or may be rated only up to the point where it is apparent that the applicant would or would not receive at least 50% of the total maximum score possible under the entire rating schedule.
  - L. The list will be reviewed to ensure that the correct names and number of names has been included on the tentative BQL. After review, the personnel specialist will sign the BQL to indicate approval.
  - M. The approved BQL, in alphabetical order, and the applications submitted by the best qualified candidates will be given to the selecting official.
  - N. Previously approved BQ lists may be amended to add the names of applicants who were erroneously excluded, provided that initial selection(s) have not been made. No names should be removed from the amended list and the cut-off scores should remain the same. In these situations, the total number of names referred may exceed the number which would normally have been provided based on the number of vacancies.

### **Section 11. Selection**

- A. The selecting official may use all available information to determine the candidate(s) who merit promotion.
- B. Selection interviews may be conducted with one or more of the candidates; not all candidates must be interviewed.

- C. The selecting official will normally make selection(s) for the initial vacancies within 60 calendar days of receipt of the BQL.
- D. In the event that an unanticipated vacancy(s) in the same position and location as the posted vacancy occurs within three months of the selection, the selecting officer may make additional selections from the best-qualified candidates on that list.
- E. When a selection has been made, the Administration will arrange a release date, notify the employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the employee is scheduled to report. If due to administrative error, the personnel action was not processed in a timely manner, the promotion effective date will be made retroactive to the beginning of the pay period in which the employee actually reported.
- F. Competitive selections will be posted on the SSA Intranet. Normally, the postings will be made within 10 workdays after the close of the pay period during which the selection(s) was/were made effective.

## **Section 12. Employee Information**

- A. A copy of the promotion plan will be posted on SSA's Intranet site.
- B. Employees are entitled to the following information upon request about vacancies filled under the competitive provisions of this article and for which they are/were under consideration.
  - 1. Whether the employee was eligible and qualified for the position;
  - 2. How his/her points were derived;
  - 3. The cut off score for the BQL and whether the employee was included on the BQL; and,
  - 4. The name(s) of the employee(s) who was selected for the vacancy.

## **Section 13. Union Review of Competitive Actions**

- A. The Union will be permitted to review (i.e. audit) competitive selection actions taken under this Article when it has reason to believe a discrepancy exists or when requested to do so by an employee.
- B. The Union will make the request to the Agency's labor relations officer. The Union will provide the Agency's labor relations officer with an updated written

- designation identifying the names of the Union representatives who are responsible for conducting audits. Any changes to the list of designated representatives will be sent to the Agency in writing. The representative designated to conduct the audit will not have been an applicant for the promotion package being audited.
- C. Employees who believe they were improperly excluded from consideration may request a review of the promotion package through the Union review process described below.
  - D. If the employee chooses to use the Union procedure, he/she must make a written request to the Union within 15 working days after the selection is announced to all employees. A Union request under Subsection (A.) above must be made within 45 days.
  - E. The Agency will make the pertinent records from the package available to the Union auditor within 7 working days of receipt of the written request. The Union will treat the information confidentially.
  - F. If during the course of the audit additional information is determined necessary, such information shall be secured from the Agency's designated Management official.
  - G. If an error is discovered which resulted in an employee's exclusion from a BQL, the provisions of Section 14 of this article will apply.
  - H. Employees who elect to use the grievance procedure rather than the Union audit procedure must initiate action in accordance with Article 24, Grievance Procedure.

#### **Section 14. Priority Consideration**

##### **A. Definition**

For the purpose of this Article, a priority consideration is the genuine consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory or program violation. Employees will receive one priority consideration for each instance of improper consideration. A priority consideration does not give the employee a right or a guarantee to be selected for any vacancy.

##### **B. Processing**

1. Employees will be notified in writing by the authorized Management official of entitlement to each priority consideration. Such notice will advise employees that if a vacancy is announced and posted and the employee wishes to exercise his/her priority consideration, he/she should submit the

necessary application to the designated Agency human resources official with a written request that he/she wishes priority consideration for the vacancy.

2. Priority consideration is to be exercised by the selecting official at the option of the employee for an appropriate vacancy. An appropriate vacancy is one for which the employee is interested, is eligible, and that leads to the same grade level as the vacancy for which proper consideration was not given.
3. Prior to the evaluation of other applicants, the name(s) of the employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting official will make a determination on the request prior to evaluating other applicants.
4. The fact that the employee chooses to exercise a priority consideration does not preclude that employee from also filing an application through the regular posting process.

#### C. Union Notification

In order to assure compliance with this section, the Union will be furnished statistics on priority considerations granted and exercised and the results. Statistics will be kept and supplied to the Union on a quarterly basis. The Union will also be notified in writing of each individual priority consideration completed.

### **Section 15. Temporary Promotions**

When employees are temporarily assigned to a position of a higher grade for a period in excess of 30 days, the assignment must be made via temporary promotion effective the first day of the assignment.

## **Article 27**

### **Details**

#### **Section 1. Definitions**

A detail is the temporary assignment of an employee to a different position or 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 52 (SF-52) 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-52 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.

#### **Section 4. Higher Graded Duties**

Those details to higher 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 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. 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.



## **Article 28**

### **Classification**

#### **Section 1. General**

The parties agree that position descriptions shall accurately state the principal duties and responsibilities of the position.

#### **Section 2. Position Description**

- A. The Agency will maintain a complete and up-to-date file of position descriptions of all classified positions in the bargaining unit and will provide each employee with a copy of his/her position description.
- B. When an employee has a question concerning the proper classification of his/her position, the employee will discuss the situation with his/her immediate supervisor. If the immediate supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for a Classification Specialist to provide further information to the employee.
- C. If a classification inquiry results in an audit, the employee will be afforded an opportunity to discuss the results and analysis of the classification audit with his/her immediate supervisor. If the immediate supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for a Classification Specialist to provide further information to the employee. The request will normally be honored.
- D. If a classification audit is determined to be appropriate, the Union will be notified as to the anticipated starting date of the audit. The initiating employee will be provided the results of the classification audit upon completion thereof.
- E. Upon request, the Union will be provided a copy of all official information relating to the classification of a position, including but not limited to the position description, analysis/evaluation reports (if available), and organizational and functional information.
- F. Where there is a statutory duty to bargain the impact of classification activity on employee(s), SSA will provide notice and an opportunity to bargain consistent with the procedures in Article 4.

- G. If a classification audit is adverse (i.e., a position is reclassified at a lower grade) affected employees will be given three pay periods advance notice.

### **Section 3. Classification Appeals**

- A. Upon request, the Agency will provide any employee information on the procedures for filing classification appeals to SSA or OPM.
- B. An employee who files a classification appeal to SSA or OPM is entitled to a copy of the position description, analysis/evaluation reports (if available), organizational and functional information and other official information related to classification of the position.
- C. General Schedule and Federal Wage System employees who file classification appeals to SSA will have their appeals decided within a reasonable period of time. Upon request, the initiating employee and/or his/her union representative will be provided a copy of the classification appeals file.

### **Section 4. Effective date**

Changes in grade level based on reclassification resulting from action other than OPM appeals will be effective on the first pay period following final approval of the action.

## Article 29

### Union—Management Meetings

The Deputy Commissioner for Human Resources or designee and appropriate staff members shall meet with representatives of the American Federation of Government Employees six times a year. These National meetings at SSA headquarters will be scheduled on mutually agreed upon dates and may be attended by a Union representative from each of the six (6) components and the General Committee Spokesperson.

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 1-day meetings will be held during duty hours. The Agency will pay travel and per diem for 5 Union representatives to attend this meeting. All seven Union representatives, who would otherwise be in duty status, will be granted official time in accordance with the provisions in Article 30.

Matters proposed for discussion by either party will be forwarded to the other party at least thirty (30) working days prior to these meetings.

The same AFGE representatives on travel status (five total) for the National Union-Management Meeting are also authorized an additional day of travel and per diem in order to attend a General Committee meeting which is held the day after the National Union-Management Meeting. Official time for these General Committee meetings will be handled in accordance with Article 30.

Lower level committees may be established or retained by the mutual consent of the parties. Either party may end any lower level committee by notifying the other party during the thirty (30) day period following the effective date of the contract. If any lower level committee is retained or established, either party may end any committee once per year during the life of the contract by notifying the other party during the thirty (30) day period prior to the anniversary date of the contract.

## **Article 30**

### **Official Time**

#### **Section 1. Policy Statement**

Union officials, when not engaged in authorized labor-management activities, are expected to accomplish the duties of the position to which they have been assigned. The Administration recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.

#### **Section 2. Designation**

- A. The Union will provide the Office of Labor Management and Employee Relations (OLMER) with electronic lists of all designated union representatives within 60 days of the effective date of this Agreement. The Union will continue to provide OLMER with updated summary lists as necessary. Each list will include the name, union position, designated official time percentage available to the representative (i.e., 100%, 50% or 25%), component, council, local, duty location and telephone number of each designated union representative.
- B. Only those union representatives identified on the list provided by the Union will be authorized official time for union representational activities and labor-management relations functions.

#### **Section 3. Union Sponsored Training**

- A. The Administration recognizes that union sponsored training is an appropriate representational activity for which official time may be used. When requesting official time for union sponsored training or conferences, the Union will provide the appropriate management official with documentation, at the time of the request, denoting the date, location, subject matter and provider or sponsor of the training or conference. Management will timely respond to the request after receiving the information from the Union.
- B. The Administration's sole expense for all union sponsored training will be official time. Where available, the Agency shall permit the use of Agency training space.

#### Section 4. Exclusions

- A. Official time is not appropriate for use by a union representative for work performed at home (including under an authorized flexiplace agreement) or outside the time the union representative would otherwise be in duty status. This section is not intended to preclude a remedy of straight time in accordance with case law.
- B. In accordance with 5 USC 7131 (b), the use of official time is prohibited for internal union business.
- C. Employees filing Article 24, Section 9 grievances and witnesses at arbitration hearings will be granted a reasonable amount of official time, not subject to individual caps or the bank to prepare and present their grievances and testimony.

#### Section 5. Provisions for Official Time

- A. Consistent with 5 U.S.C. 71 and this Agreement, union representatives will be granted official time, subject to the availability of official time as described below, for the following representational activities:
  1. **Term Negotiations**—to prepare for and negotiate a collective bargaining agreement.
  2. **Mid-Term Negotiations**—to prepare for and bargain over issues raised during the life of a term agreement.
  3. **Dispute Resolution**—to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the MSPB, FLRA and, as necessary, to the courts.
  4. **General Labor-Management Relations**—meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, union participation in formal meetings and investigative interviews and all other general labor relations activities consistent with 5 USC 71.
- B. The Union will be allowed to use up to 250,000 hours per fiscal year for the official time activities identified in Section 5.A. This includes official time authorized pursuant to 5 U.S.C. 7131 (a), (c) and (d). Unused official time hours do not carry over into the next fiscal year. If the bank of 250,000 hours is exhausted prior to the end of the fiscal year, the Union shall receive whatever additional hours are required to fulfill its entitlements under 5 U.S.C. 7131 (a) and (c) of the Statute. For purposes of this section the bank will be considered exhausted after 245,000 hours have been used.

- C. Union representatives will be allowed to use the official time hours described in Section 5.B in the performance of union representational activities as described in Section 5.A as follows:
1. Twelve (12) union representatives will be authorized to use up to 100% of the hours in a work year (maximum of 2080 hours per fiscal year) and,
  2. One-hundred and thirty-five (135) union representatives will be authorized to use up to 50% of the hours in a work year (maximum of 1040 hours per fiscal year) and,
  3. All other union representatives will be authorized to use up to 25% of the hours in a work year (maximum of 520 hours per fiscal year).
  4. All official time use is subject to the availability of bank hours as described in Section 5.B.
- D. Union representatives are required to stagger their use of authorized official time hours over the course of the fiscal year. Union representatives will work out official time usage with their supervisors to accommodate both union representational activities and Agency assigned duties. The parties recognize that a mutually agreed upon schedule is the recommended method for scheduling official time.
- E. Union representatives identified as 100% users of official time will be allowed to designate a replacement 100% union representative when he/she expects to be unable to use any official time hours for a period of at least one work week. Electronic designation must be made in advance to OLMER and include the designee's name and the expected duration of the 100% designation. Official time hours used by the designee during this period will be subtracted from the fiscal year bank available to AFGE (250,000 official time hours) but will not be counted against the designee's individual annual limit (i.e., 1040 or 520 hours per fiscal year).
- F. Time spent by employees, including union officials, representing employees in statutory EEO complaints is official time under 29 Code of Federal Regulations and not countable towards the bank.

## **Section 6. General Accountability Provisions for Official Time Users**

Union representatives will on a daily basis sign in on the Agency sign in/sign out form (SSA-30) and sign out on the same form when they depart from their official duty station. If a union representative is unable to sign in/out because he/she is off site on labor-management business, the union representative will notify the supervisor in advance and make arrangements with his/her supervisor to submit the SSA-30 on a daily basis if in an SSA facility or when they return to their officially assigned duty station if not in an SSA facility.

The current past practice for the twelve (12) 100% union officials for signing in and signing out on time and attendance forms within the confines of the union office will continue.

### **Section 7. Official Time Requests and Reporting Procedures**

- A. All requests for official time will be submitted via OUTTS or equivalent electronic reporting system. Sufficient information (time, date, representational category and location if other than normal duty station) must be included with the request to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article. Unless an authorizing official is not available, approval from the authorizing official must be obtained prior to engaging in official time. The representative will inform the supervisor when he/she returns to work after completion of the representational activity.
- B. If management is unable to approve a request for official time, the reason for denial will be provided. If an operational emergency does not permit the union representative to use the official time when requested, another occasion will be determined, keeping in mind the interests of the union and employees as well as the needs of the employer. When management determines that a union representative's presence is necessary to meet Agency work requirements, management will ensure that, within one workday, an alternate time will be permissible for use of the requested official time.
- C. Accounting of Official Time will be submitted via OUTTS or equivalent electronic reporting system.
- D. All reporting information will be retained for a period of six (6) years.
- E. OUTTS will be modified to accommodate the provisions of this Article. If Management proposes modifications to OUTTS beyond the provisions of this Article, it will provide notice to the Union and, upon request, bargain to the extent required by 5 USC Chapter 71.

### **Section 8. Representational Activities at the Local Level**

The Agency will not pay travel and per diem for local representational activities, unless authorized by this agreement.

## **Section 9. Allegations of Abuse**

Alleged abuses of official time shall be brought to the attention of an appropriate union official on a timely basis by an appropriate management official. The management official will discuss the matter with the local or council president as appropriate. If the matter cannot be resolved, appropriate action may be taken to resolve the dispute.



## Article 31

### Time and Leave

#### Section 1. Leave Increments

All absences will be charged in increments of one-quarter (1/4) hour.

#### Section 2. Annual Leave

- A. Employees shall accrue leave in accordance with statute and regulations of the Office of Personnel Management.

Annual leave is provided and used to allow employees an annual vacation period of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. The use of accrued annual leave is the right of the employee, subject to the right of the Employer to approve the time at which leave may be taken. Employees should apply in advance for approval of all anticipated leave to permit the orderly scheduling of leave and to avoid leave forfeitures which might otherwise result.

When "use or lose" leave is requested in writing before November 15<sup>th</sup> of each year and cannot be approved or used prior to the end of the leave year the excess annual leave will be restored in accordance with applicable rules and regulations and must be used within the next two leave years.

Additionally, employees with excess annual leave may elect to donate such leave pursuant to the Voluntary Leave Transfer Program MOU dated 02/08/96.

- B. Normally, leave requested in advance will be granted except when conflicts of scheduling or undue interference with the work of the Administration would preclude it. Leave may also be granted when it is not scheduled in advance and workload considerations permit. Leave for personal emergencies, ordinarily infrequent in number, will normally be granted. Requests for leave based on the death of a family member or any individual related by affinity will be considered a personal emergency for leave approval. The Employer will make every reasonable effort to allow the maximum number of employees to use leave.

- C.
1. Advanced annual leave is leave time requested on an SSA-71 or equivalent, approved by the delegated authority and taken but not yet earned by the employee.
  2. An employee may be advanced the lesser of 80 hours or the amount of annual leave an employee would accrue during the remainder of the leave year (i.e., maximum of 80 hours in the leave year). This provision does not apply to employees who are currently on a leave restriction or who have been disciplined for leave related offenses in the past two years.
- D. During the months of February and August of each year, employees will be notified to submit requests for extended annual leave of one calendar week or more and/or requests for days immediately preceding and following federal holidays for the six (6) month periods April through September and October through March, respectively. Such written requests should be submitted to the appropriate leave approving official by the last day of February and August, respectively.

When conflicts arise in scheduling annual leave (A/L) requests received during the six (6) month leave request periods above, they will be resolved using a continuously rotating procedure to address employee's leave preferences. The procedure will operate as follows:

- Each leave approving official will initially establish an Employee A/L Roster in service computation date (SCD) order (from earliest to most recent SCD).
- This roster will be used to resolve individual conflicts in favor of and at the option of, the employees highest on the roster.
- Once the roster process is invoked, management will confirm with each employee involved in the conflict whether or not he/she wishes to exercise his/her option. Employees granted leave, as a result of the roster process, will have his/her name placed at the bottom of the list whether or not the leave is taken.
- Once established, the list will rotate continuously and will be used to resolve all conflicts for all subsequent leave scheduling periods.
- The Union and employees will have access to the rosters.

When leave slots remain after management has invoked the leave roster and made the final decision on extended annual/holiday leave requests, employees will have the opportunity to submit/resubmit leave slips for that same period. Once management notifies employees that extended annual/holiday leave decisions have been made and additional slots are available, employees will be notified that they have five (5) workdays to submit leave requests for any remaining slots for days before or after holidays or for a full week during the six month leave request period. Any conflicts for leave submitted during that five (5) day period will be approved based upon the employee with the oldest SCD having first choice. Management will resolve any further conflicts in SCD by a random draw with one local participant designated by the union.

When extended annual/holiday leave requests are submitted after the February or August leave-scheduling periods, the leave requests will be considered on a first-come, first-served basis. Conflicts arising from leave slips received by management on the same day will be resolved using SCD. Management will resolve further conflicts in SCD by a random draw.

### **Section 3. Excused Absences**

- A. Infrequent tardiness of less than one hour shall normally be excused if the reasons are acceptable.
- B. When management determines that exposure to unsafe or unhealthy working conditions which cannot be immediately corrected may result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthy area in the same office or deployed to another installation or granted an excused absence.
- C. The agency will make every reasonable effort consistent with operational needs to excuse an employee who is donating blood without compensation for a reasonable amount of time; normally up to 3 hours, for the purposes of donation and recovery. Employees who donate blood platelets without compensation through a Hemapheresis Program will normally be authorized up to four (4) hours of excused absence. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood/blood platelets is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. Absence for blood/platelet donations must be approved in advance.
- D. The Employer will excuse employees for a reasonable time, when practicable to do so without seriously interfering with operations, to vote or register in any election or referendum on a civic matter in his/her community. An employee

will be excused from duty so as to permit him/her to report for work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee can be excused up to the full day. The Employer will notify employees of this right at the beginning of each fiscal year and shall encourage employees to avail themselves of the right to register and vote.

E.

1. All SSA employees are to presume that the office is open each regular workday unless specifically announced otherwise. Although employees are expected to be prepared to deal with most emergencies, conditions might occur which will make the closing of all or some SSA offices necessary. The decision to close the office or open it late will be based on the Agency's concern for the health and safety of its employees including the hazardous conditions that the majority of employees might face reporting to their workplace or returning home, weighed against the mission of the Agency, including due consideration to the needs of the public. An announcement of full day closing or delay in opening will be made through the news media. Depending on the circumstances of the particular situation, attempts will be made to make a closing decision and broadcast it as early as possible. Employees should be advised that, when emergency conditions develop during non-working hours, they should listen to the radio or TV news and follow the Agency's specific instructions.

As an additional method of communicating closings and delayed openings, the Agency may provide a telephone number for employees to call to receive a recorded message giving instructions about office hours. Each employee will receive a copy of SSA's instructions.

2. When a decision is made to close a work place for a full day by administrative order due to emergency conditions warranting such closing, employees not required to work, including employees previously authorized paid leave (e.g., annual, sick, credit hours, or compensatory time), will not be charged leave. The Administration will timely notify the news media and employees on duty of such decision.
3. When a decision is made to dismiss employees during the workday under the conditions described in E2 above, employees on duty at the time of the dismissal not involved in essential services will be excused without charge to leave. Those employees who are on paid leave for the entire day will be excused without charge to leave from the time of the early dismissal. The employee will be considered on his/her fixed shift for the purpose of computing the amount of excused absence.

In the event an employee in a duty status on the day of an early dismissal requests leave/LWOP and departs before the official dismissal time, leave will be charged only up to the time of the early dismissal.

4. When employees request leave/LWOP/credit hours because of conditions discussed above when early dismissals or non-workdays have not been authorized, leave approving officials shall be as liberal as possible in approving such leave. They will give special consideration to physical or other conditions which subject employees to special hazards in such circumstances.
5. When the opening of an office is delayed due to emergency conditions, employees (except essential services unless specifically designated in the announcement) will be excused without charge to leave or loss of pay for the number of hours the office delays opening. Employees on approved (either previously authorized or by telephone on the same day) annual, credit hours or sick leave will not be charged leave or lose pay for that portion of the day the opening of the office is delayed. This applies to leave requested for either the entire day or that portion of the day the office is closed. The Agency will utilize the employee's fixed shift as a point of reference to determine the amount of excused absence/leave to be granted. If the Agency proposes to change any fixed shift, the Union will be given appropriate notice and the opportunity to bargain to the extent required by 5 USC Chapter 71.
6. When an announcement is made that an office will open late, employees on flextime and affected by the announcement will revert to a prescribed fixed shift for that day. Flextime will be canceled. If the announcement is made too late to effectively cancel flextime for all employees, employees who report and begin to work will be permitted to leave when they have completed the number of hours in their scheduled workday, provided they continue to work, or the end of their established fixed shift, whichever comes first. Those employees eligible to request to work credit hours may be able to do so.
7. If emergency conditions exist and the post of duty is not closed managers may grant up to two (2) hours of administrative leave to those employees arriving after the beginning of core hours or scheduled start time. The granting of such leave is contingent upon the manager determining that the employee made reasonable efforts to arrive timely and was delayed by the conditions. In extreme situations, e.g., declared state of emergency, management may grant employees up to eight hours of administrative leave.

#### F. Employees with Mobility Impairments

During emergency conditions, employees with disabilities, whether temporary or permanent impairments, may be unable to report to work. Management may grant excused absences even when their respective office is open.

G. When a decision is made by Management to grant excused absences agency-wide before Federal holidays, especially at Christmas and New Years the Union at the appropriate level and employees will be informed as soon as possible.

H. The employer may grant excused absence to permit employees to participate in judicial proceedings arising out of work place incidents of violence by members of the public against employees.

I. Upon request, subject to certification by a physician, leave approving officials will approve excused absence for employees who serve as living donors for bone marrow, organ and tissue donation and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave approving officials will approve:

1. Up to 7 workdays of absence without charge to leave or loss of pay for each donation by employees participating as living bone marrow donors.
2. Up to 30 workdays of absence without charge to leave or loss of pay for employees participating as living organ or tissue donors.

The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave approving officials should approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in (1) and (2) above.

J. All medical examinations pursuant to the prevailing fitness for duty regulations shall be at no cost to the employee and performed on duty time (with pay) at no charge to leave.

#### **Section 4. Sick Leave**

A. Employees may use sick leave accrued in accordance with the statute and regulations of the Office of Personnel Management in the following situations:

- Incapacity due to illness or injury.
- Medical, dental, optical or surgical examination or treatment.
- Incapacity due to pregnancy or confinement.
- Required to give care and attendance to a immediate family member or any individual related by affinity who is afflicted with a contagious disease. Contagious disease means a disease which is ruled as subject to quarantine, isolation or restricted movement as prescribed by the health authorities having jurisdiction.
- Presence at the post of duty would jeopardize the health of others because of exposure to a contagious disease as described above.

B.

1. Employees normally shall not be required to furnish a medical certificate from a health care practitioner to substantiate a request for approval of sick leave unless sick leave exceeds three (3) consecutive workdays. Normally, unless an employee is on sick leave restriction in accordance with this article, he/she will not be required to obtain medical certification for sick leave of 3 consecutive work days or less. When an employee's absences indicate a possible abuse of sick leave, the submission of a medical certificate or appropriate documentation, as determined by management, may be required to support any sick leave absence regardless of its duration. Such request will be made at the time the sick leave request is received by the appropriate management official.
2. In cases where the nature of the illness is such that an employee did not need to see a medical practitioner, a medical certificate normally will not be required if the employee provides an acceptable explanation.
3. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work for three (3) consecutive days or more will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, if requested, an updated valid medical certificate every six months which clearly states the continuing need for periodic absences.
4. In the event a medical certificate is necessary, the completion of the reverse side of the SSA-71 by a physician or practitioner, or equivalent shall normally be considered sufficient.

5. Employees who are incapacitated for duty due to illness/disability will provide initial notice for sick leave and the anticipated return to duty date. Employees will not be unreasonably requested to provide continual notices regarding sick leave requirements unless their situation changes or abuse is suspected. The procedures for requesting unanticipated sick leave will be in accordance with Section 5 of this article.
  6. Employees will not normally be required to reveal the nature of the illness as a condition for the approval of the requested sick leave.
  7. The Employer will treat as confidential any medical information given by an employee in support of a request for sick leave.
- C. In individual cases, if there is evidence that an employee's leave pattern may indicate that an abuse of sick leave exists, the employee shall first be advised by an interview, which shall be recorded in the SF-7B file, of the reasons a medical certificate may be required for each subsequent absence or sick leave. The use of sick leave for scheduled medical appointments caused by recurring and previously documented medical conditions will not be considered a leave pattern that indicates an abuse of sick leave.

If the employee's leave pattern continues, the employee will be advised in writing as to whether an acceptable medical certificate may be required for each subsequent absence for which sick leave is requested.

The sick leave usage of all employees under sick leave restriction will be reviewed at least every four (4) months and a written decision to continue or lift the restrictions made. If the review shows significant improvement, the supervisor will lift the restriction.

- D. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to 30 days. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave. Sick leave will be advanced when the following required conditions have been satisfied:
1. The employee is serving under a career or career-conditional appointment.
  2. The employee has a minimum of 1 year's Federal civilian service.
  3. All available accumulated sick leave to his/her credit has been exhausted.



4. There is no expectation that the employee is contemplating separation by retirement or resignation.
5. A medical certificate substantiates that a serious illness or injury exists, and that the employee will be capable of subsequently returning to work and fulfilling the full scope of his/her job.
6. There is no expectation that the employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.
7. The employee does not have a current letter of warning or disciplinary action properly proposed or effected for abuse of sick leave.

### **Section 5. Unanticipated Use of Leave**

If the use of annual leave or sick leave cannot be anticipated, the request for approval shall be called in by the:

- start of fixed shift for fixed shift employees
- end of morning flexband for flexible schedule employees
- time an employee is required to report for training or for a scheduled work activity.

Employees may not call earlier than the normal time the office/facility is open for employees to report to work. The parties recognize that occasionally circumstances exist, infrequent in number, when employees may not be able to call in timely as described above.

Contact will be made with the employee's immediate supervisor or other designated official. In the event that neither are available employees may utilize voice mail, where it exists, to notify the supervisor or designated official of their need for leave, the type of leave requested and a phone number where the employee can be reached. In the event the employee is unable to make the call, any responsible person can make the notification. In the event the employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL. This will not preclude a later change in leave status for good and sufficient reasons.

## **Section 6. Leave Balances**

- A. Employees will not be denied leave usage solely because of their leave balances.
- B. Employees will not be denied overtime or credit hours solely because of their leave balances.
- C. Employees will not be adversely affected in any employment decision solely because of their leave balances.

## **Section 7. Leave Without Pay**

With the exception of circumstances listed in (E) below, leave without pay (LWOP) is not a right which accrues to an employee and may not be demanded by an employee. However, nothing precludes an employee from requesting LWOP for any purpose.

- A. Requests for LWOP will be given serious consideration.
- B. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Denials of written requests for LWOP will be provided to the employee on the SSA-71 or equivalent.
- C. An employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO, upon written request by the appropriate Union office. Such requests will be referred to the appropriate Management official and will normally be approved. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper application.
- D. Upon return to duty after a period of LWOP, Management will restore the employee to the position which the employee held prior to the leave or to a similar position at the same grade level and pay within the commuting area.
- E. Employees have a right to LWOP consistent with government wide rules and regulations:
  - When a disabled veteran requests LWOP for medical treatment,
  - When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Employees may

request such leave after their military leave has been exhausted (38 USC Section 4316(d)),

- When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program, or
- When an employee makes a request under the Family and Medical Leave Act, or the Expansion of the Family and Medical Leave Act and meets the criteria for that program.

### **Section 8. Military Leave**

Military Leave will be granted in accordance with law and appropriate regulations. The OPE Website will provide the latest information regarding Military Leave. In addition, the OPE Website will provide an electronic link to the Military Leave information on the OPM Website.

### **Section 9. Court Leave**

- A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to court leave (CL) for:
1. jury duty with a Federal, District of Columbia, State or local court; In the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.
  2. witness duty on behalf of a State or local Government.
  3. witness duty on behalf of a private party when the Federal or District of Columbia or a State or local Government is a party to the judicial proceeding.
- B. An evening or night shift employee who performs court services during the day may elect to be granted court leave for the employee's regularly scheduled night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable payroll policies.
- C. At the employee's request an employee will normally be granted an adjustment in the Tour of Duty so the employee's hours coincide with the court day(s).

- D. If an employee is excused from court service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday (i.e., normal fixed shift), including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is the employee's responsibility to request and receive approval prior to going on leave.
- E. Even though no compensation is received for serving on a jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts are indicated on the pay voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be kept by employees; "fees for service rendered" must be submitted to the appropriate financial office.
- F. Employees who are summoned as witnesses in their private capacity in judicial proceedings in the District of Columbia, a State, territory or possession of the U.S. including the Commonwealth of Puerto Rico and the Trust Territory of the Pacific Islands are entitled to court leave when the United States, the District of Columbia or a State or local government is a party and the employee is not one of the parties in the suit.

Employees who are summoned as witnesses in an official capacity on behalf of the Federal government are on official duty, not court leave.

## **Section 10. Leave for Maternity, Paternity and Adoption Reasons**

- A. The Employer will be liberal when granting leave for maternity/paternity/adoption reasons and will apply its policies fairly. Such leave may include LWOP, sick leave (when appropriate) or annual leave.
- B. The following conditions apply to the granting of leave to cover a period of absence for maternity/paternity/adoption reasons. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement and also when the employer cannot accommodate a pregnant employee's request for modification of duties when supported by acceptable medical evidence. Additional periods of annual leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period. Once requested and approved, the order of leave may be changed only on approval by the proper supervisory authority.

The employee also may request and be granted annual leave or leave without pay instead of sick leave for the period of incapacitation. When requested by the employee and upon consultation with the supervisor, the total absence for maternity/paternity/adoption reasons will be authorized for a period up to 225

consecutive days. Requests for additional leave following the end of the period of maternity leave will be handled in accordance with applicable regulations and this agreement.

In considering requests for sick leave, annual leave, and/or leave without pay for maternity/paternity/adoption reasons, the proper supervisory authority will apply pertinent laws, regulations, and this Agreement in the same way they would apply them in any other cases. No arbitrary cutoff date requiring an employee to cease work or prevent an employee from returning to work will be established. If cutoff dates are established, they must be based on physical capability of the employee to perform the duties of the job after a determination by a competent medical authority.

The employee should submit notice, at least 3 months in advance, of the prospective need for leave for maternity/paternity/adoption reasons.

- C. All other leave for maternity/paternity/adoption purposes will be granted in accordance with the provisions of the Federal Employee Family Friendly Leave Act. Requests for advanced leave will be handled on a case-by-case basis.

## **Section 11. General Leave Policies and Practices**

- A. Normally, leave requests, approvals and denials will be made in writing on form SSA-71 or equivalent.
- B. Leave approvals/denials requested pursuant to Section 2.D. of this article will be provided within ten (10) working days after the close of the request period. Leave approvals/denials requested pursuant to Section 10 of this article will be provided within ten (10) working days after receipt of the request for maternity leave.
- C. SSA also agrees to respond to all other leave requests in a timely manner.
- D. Every effort will be made to accommodate employees who are arranging for and/or attending funerals and similar emergencies for immediate relatives, "significant others" or their dependents.
- E. Use of leave will not be the sole basis for denial of overtime or credit hours.
- F. The Employer will provide employees with its written reasons for any denial of leave.
- G. Leave will not be denied as a disciplinary measure.

H. Employees, upon request and with the approval of the supervisor, may change previously authorized annual leave to sick leave in accordance with Section 4 of this article.

**Article 32**

**Fitness for Duty**

**This article is deleted from the 2005 SSA-AFGE National Agreement.**

## **Article 33**

### **Temporary, Probationary, Part-Time Permanent and Seasonal Employees**

#### **Section 1. General**

All employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with CSRA and other applicable laws and regulations.

#### **Section 2. Temporary Employees**

- A. Should the need arise to employ individuals at other than entry-level positions, the Union will be informed prior to the appointment.
- B. The Administration will notify the Union of the proposed separation of temporary employees.
- C. Temporary employees may be separated at anytime upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated, the employee will normally be given two (2) weeks notice.

#### **Section 3. Probationary Employees**

- A. The Administration agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.
- B. During the probationary period, the employees' conduct and performance in the actual duties of their positions may be observed, their preemployment background investigated, and they may be separated from the service for cause.
- C. Probationary employees will be entitled to ongoing counseling about their conduct and performance and their standing through completion of their probationary period.
- D. Probationary employees have the right to Union representation.
- E. It is management's intent that, when a probationary employee is to be separated, the employee will ordinarily be given two (2) weeks notice of termination, when practicable, or such notice as the remaining probationary period permits.
- F. In cases of impending separation (for cause other than misconduct), the Administration will give consideration to placement of the probationary employee in positions commensurate with his/her demonstrated ability.



#### **Section 4. Part-Time Employees**

- A. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor. The Administration will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization.
- B. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Administration agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. Management will give first consideration, where workloads and staffing considerations permit, to increasing an incumbent to full-time before seeking an outside hire for the same position and location.
- C. The Administration will advise the employee of the effects of change to part-time employment and, in case of change in grade, the salary of the part-time appointment.
- D. Requests for changes to part-time and full-time employment can be made in writing and will be retained and considered for at least 6 months.
- E. An employee who is denied a conversion from full-time to part-time or vice versa shall be notified in writing, upon request, of the reasons.
- F. The Administration agrees to establish regular tours of duty for part-time permanent appointees which are consistent with appropriate law, rules and regulations. Tours of duty for part-time employees will be established or changed by Standard Form 52. Tours of duty determine the employee's eligibility for pay on holidays as well as other benefits and entitlements under law.
- G. The Administration recognizes that part-time employment may be particularly appropriate for certain classes of employees; e.g.,
  - 1. Individuals seeking gradual transition into retirement or another career;
  - 2. Individuals who for health, family, education, or other personal reasons require a reduced workweek.
- H. As a general rule a full-time employee will not normally be required to accept part-time employment as a condition of continued employment, nor will the Administration, where operating conditions permit, abolish a full-time position occupied by an employee in order to make that position available on a part-time basis.
- I. Management will give consideration to an employee's request for temporary adjustment of a part-time work schedule because of personal hardship or to

permit participation in management approved details, other assignments or training, if operating conditions permit.

### **Section 5. Furlough and Recall Procedures (DOC)**

Furlough and recall of seasonal employees in the Data Operations Center will be accomplished in the following manner. The Union reserves the right to bargain the furlough and recall procedures on seasonal employees other than those employed in the Data Operations Center.

#### **Furlough**

- A. The Administration shall canvass and furlough first those seasonal employees of the installation who volunteer to be furloughed. If more employees wish to be furloughed than is necessary, the employees with the earliest service computation date will be placed on furlough.
- B. Furlough those seasonal employees whose most recent summary appraisal is less than the successful contribution level, those with the most recent service computation dates first.
- C. Furlough those seasonal employees whose most recent summary appraisal is the successful contribution level or better, those with the most recent service computation dates first.
- D. In cases of ties on any roster, the choice shall be determined by lot.

#### **Recall**

- A. Seasonal employees whose most recent summary appraisal was the successful contribution level or better will be recalled first, based on the earliest service computation dates. All other seasonal employees will constitute the second group for recall, and within that group, also, recall will be by service computation date.
- B. In case of ties on any roster, the choice will be determined by lot.

#### **Notices**

- A. Notice of recall shall be given to employees at the earliest feasible date, but not less than ten (10) workdays before the effective date of the action.
- B. Management will attempt to give employees at least 10 days advance notice of furlough.

- C. The Union will be provided a copy of all recall lists, based on service computation date.
- D. The Union will be provided a copy of all furlough lists, based on service computation date.
- E. The Union, if it requests them, will be provided copies of notices of furloughs and recalls which are sent to the employees.

## **Section 6. Job Sharing/Splitting**

### **A. Purpose**

Job sharing/job splitting provides employees with considerable work scheduling flexibility beyond normal part-time work. It is expected to open opportunities for increased part-time work and provide humanitarian assistance to employees with special spousal care, child care, elder care, or other special needs.

Job sharing/job splitting is limited to two employees in a team. The job sharers are expected to seek management assistance and approval in drawing up the job share plan so that the work will be properly divided.

In the administration and application of the article, all part-time employees shall be treated fairly and equitably in all aspects of personnel management consistent with law, government-wide rule or regulation and the national agreement.

### **B. Definitions**

Job sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position. Job sharing will be considered only if the traditional part-time employment is not practical or feasible.

Job splitting is a form of job sharing where the duties and functions of one full-time position are split to create two new positions, each staffed by a part-time employee. Job splitting will be considered only if the traditional part-time employment and job sharing is not practical or feasible.

### **C. Status**

Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction in force, adverse actions, grievances and personnel ceiling.

#### D. Tour of Duty

Tour of duty shall be that as defined in FPM 340-6, Section 1-5, dated March 12, 1985. Each employee to the maximum extent feasible shall be informed of his/her regularly scheduled work hours, as agreed to by the Employer, employee and the other job sharer. Management will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty. If management schedules noncontiguous hours, it will provide an explanation in writing justifying the need to work nonconsecutive hours. The Employer agrees that the statutory, regulatory and contractual provisions shall apply in any situation in which overtime may be worked.

A variety of different work scheduling arrangements can be used, for example, split days (one job sharer works mornings and the other afternoons), alternate days (one job sharer works Monday, and the other Tuesday, etc.) or split weeks (one job sharer works from Monday morning through noon Wednesday and the other works noon Wednesday through Friday). Job sharers may also work alternate weeks so long as each job sharer works no more than 32 hours a week and has at least one hour of work regularly scheduled in each of the two weeks of the biweekly pay period. The latter is necessary in order to meet the legal definition of regularly scheduled work which permit an employee to earn leave. The work schedules of job sharers may overlap (one job sharer may work from 10 a.m. to 2 p.m. every day and the other from noon to 4 p.m.). This arrangement can provide agencies with extra coverage during heavy workload periods. A certain amount of overlap may also be desirable to enable job sharers to attend staff meetings or familiarize each other with work developments. Although most job sharers split the hours of a full-time position in half, this is not an absolute requirement. For example, one job sharer could work 24 hours each week and the other 16. In an AWS office, one member may work five days a week from 7 a.m. to 1 p.m. and the other member from 12 noon to 6 p.m., five days a week.

#### E. Flexibility

Job sharing can provide the agency and the employees with considerable work scheduling flexibility. Work disruptions which tend to occur when employees are on extended leave can be reduced through job sharing. One job sharer might be off for three weeks, but the other would still be on duty and could work additional hours to cover the full schedule in accord with law, rule and regulation and the National Agreement.

#### F. Job Classification

Job sharers will share identical position descriptions since they are sharing one full-time position. Job splitters may have different position descriptions and career ladders. Job splitting will not be used to reduce the grade(s) of any current positions nor will it be used to compromise any current career ladders.

## G. Leave

A regularly scheduled part-time employee with less than 3 years of service earns 1 hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of service, the employee earns 1 hour of annual leave for each 13 hours in pay status; with 15 or more years of service, 1 hour for each 10 hours in pay status. Hours in pay status include straight-time and overtime hours up to a total of the Agency's basic working hours in a pay period (normally 80 hours). Leave is charged for absence during the hours the employee is scheduled to work. A part-time employee is eligible for all other leave categories e.g., absence without leave, funeral leave or excused absences on the same basis as a full-time employee. A part-time employee is eligible to participate in AWS, flextime, and credit hours as permitted by the National Agreement.

## H. Holidays

If a holiday falls on a day a part-time employee is scheduled to work and the employee does not work, the employee is paid for the number of hours scheduled for that day. If the part-time employee works during his or her scheduled hours on a holiday, the employee is entitled to holiday premium pay only for those hours scheduled.

## I. Health Insurance

A part-time employee is eligible to participate in the Federal Employees Health Benefits program. The coverage provided for a part-time and full-time employee is the same but the cost to a part-time employee is greater based on FPM Supplement 890-1

## J. Position Change

A part-time employee is covered by an agency's merit promotion program and should be reassigned, detailed or promoted in accordance with such programs in the same way and under the same circumstances as other career or career-conditional employees. Movement from a part-time to a full-time position is not subject to competition unless required by the procedures in FPM Chapter 335 governing promotion and internal placement and the National Agreement.

## K. Adverse Actions/Grievances

A part-time employee has the same protection as a full time employee in the event of adverse actions such as suspensions, removals, furloughs and reduction in grade or pay.

#### L. Reduction in Force

In a RIF, part-time employees are placed in a separate competitive level from comparable full-time employees. When released from competitive level, a part-time employee can compete only for other part-time jobs. Similarly a full-time employee has assignment rights only to a full-time position and cannot displace a part-time employee.

#### M. Merit Promotion

A job sharing team may apply for a full time position under agency merit promotion programs but the qualifications of each job sharer should be evaluated individually. If both job sharers are among the best qualified, they should be referred as a team to the selecting official. A job sharer may also apply individually for promotion to a part-time or full-time position. In the latter case, the job sharer would have to agree to a full-time work schedule if selected for the position.

#### N. Pay and Classification

Principles and procedures apply equally to full-time and part-time positions. The grade level of a position is determined by the level of difficulty of work; an employee's work schedule should have no effect on the proper classification of a position.

#### O. Other Provisions

1. If an employee is engaged in part-time work and the Agency deems that it is necessary to convert the individual to full-time work, to the maximum extent feasible, it shall give the employee at least two weeks notice prior to the start of the effected administrative work week. The employee will be given an opportunity to explain how such action may cause undue hardship. The Agency on presentation of a reasonable explanation showing the undue hardship will then make every reasonable attempt to alleviate the situation and to find other ways to accomplish the work. The Agency will afford the employee a written explanation of the reason for change to a full-time position for any period of time exceeding two full pay periods.
2. Additional hours will not be assigned to employees engaged in job sharing for the purpose of eliminating the need to schedule qualified, full-time employees for overtime. Such overtime hours will be assigned and accomplished according to contractual obligations.
3. The employment of an individual in a part-time position or a seasonal position shall not be a basis for exclusion from participation in a job sharing/job splitting program.

4. Those individuals currently engaged in a de facto job sharing arrangement shall be covered under this article.
5. No employee shall be barred from job sharing on the basis of age, race, marital status or other relationship, Union activity, gender or religion.
6. In the event that one of the employees participating in a job sharing arrangement leaves job sharing for any reason, then management shall make every reasonable effort to assist the employee in locating a new job sharing partner.
7. Employees currently employed in a part-time position and covered by the same position description may request the opportunity to enter into a job sharing arrangement consistent with the terms of this article.
8. The Employer agrees that the entry into job sharing is a strictly voluntary action initiated by the employee's express request and without any form of coercion by the Employer. The Employer agrees to make known to all employees on a periodic basis the availability of part-time employment, including job sharing and job splitting and to assist any interested employee in setting up a job sharing/job splitting arrangement.
9. Each employee entering into a job sharing/job splitting arrangement shall be given a written explanation of their rights, benefits, and work schedule. This information will include the intended work schedule and the information shown on exhibit #2 in PMS 340-1. The job sharing/job splitting plan is to be signed and dated by the Employer and the employees.

The job sharing/job splitting agreement shall incorporate the understanding that in the event that one of the job sharing/job splitting parties leaves, management will assist the remaining partner in finding another partner, and will give them a reasonable amount of time to find another partner if management concludes that the needs of the position requires full-time staffing.

It is understood that during that period, the employee may be required to increase his/her tour of duty depending upon the needs of the organization and the terms of their job sharing/job splitting agreement.

Changes to any approved job sharing arrangement will require the establishment of a new job sharing plan consistent with this article.

10. Any conflicts between SSA's, DHHS, or OPM's Guides and this article shall be resolved by following this article.

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11. If job splitting is implemented, any changes in employees' working conditions not otherwise covered by this article will be handled in accordance with the National Agreement and 5 U.S.C. 71.
12. Employees who enter into job sharing have no guarantee that they will subsequently be converted to full-time or regular part-time employment, but the Administration agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. An employee who is denied conversion shall be notified in writing of the reasons, upon request.
13. If SSA determines that a position cannot be job shared, it will so notify the Union at the General Committee level in writing of its reasons as soon as possible.
14. Participation in any experiments will not automatically preclude participation in job sharing.
15. Management agrees that each member of the job sharing/job splitting team will be provided adequate workspace and will make reasonable efforts to provide in-office security to protect employee's personal belongings.
16. It is understood that job-sharing/job splitting is not intended to require employees to perform job duties when they are not in duty status. Therefore, every effort will be made to minimize the need for communications with employees while not on duty.
17. Leave requests by employees in a job sharing situation shall be approved or denied in accordance with Article 31. Leave will not be denied solely on the basis of participation in a job share situation.
18. The Union is not precluded from conducting job share/job splitting surveys which will be mailed to job share/job splitting participants. SSA will provide the Union designee with a listing of the names, grades, positions, and duty stations of the affected employees.
19. In order to assist potential job sharers, SSA agrees to publicize potential job share needs in the same manner SSA publicizes leave sharing.
20. Where an employee requests to work part-time and job sharing/job splitting is being considered, SSA will grant reasonable amounts of duty time for employees to speak with/to each other about the possibility of job sharing/job splitting, drafting and revising their proposals, completing the surveys, discussions with management and the Union about job sharing/job splitting and their proposals.
21. SSA will give bona-fide consideration to employees requesting reassignment from a non-job sharing position to a job sharing position

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and from a job sharing position to another job sharing position. This will also include positions in other locations, as specified by the employee. An employee whose request is denied shall be notified of the reasons in writing upon request.

22. Awards for job sharers will be consistent with Article 17 of the National Agreement. It is understood that neither party has compromised its respective position concerning the pro-ration of awards for part-time employees.
23. When management meets with potential job-sharing participants, the Union will be provided notice and an opportunity to be present under Article 3, Section 6, E of the National Agreement.

Potential job-sharing/job splitting participants shall submit a written proposal to their immediate supervisor.

Potential participants will receive a written response from management within a reasonable amount of time (normally within 10 work days) of submitting their written proposal informing them of acceptance or rejection of their job sharing/job splitting proposal. If rejected, the reasons will be stated. The participants may revise their written proposal to accommodate the reasons given for rejection and resubmit it for another decision.

24. The Administration will give good faith consideration to the employees' initial requests and requests for continuing participation in job sharing/job splitting based on employee circumstances and needs of the organization.
25. If at any time the Spokesperson, AFGE General Committee (or designee) or the Deputy Commissioner for Human Resources (or designee) believes that there is a problem with the plan, either party may submit to the other party an outline of the situation. Both parties will make a good-faith effort to resolve any problems or misunderstandings expeditiously.
26. The parties to this Agreement recognize that certain positions may involve those that are traditionally career-ladder. In these positions, employees entering into a job-sharing arrangement must be at the journey person grade. In those situations where employees are not in a career-ladder, job sharers must be at the same grade.
27. Performance appraisals for the part-time employees, including job sharing/job splitting, will be handled in accordance with the National Agreement. Throughout the tenure in a part-time position the employee's appraisal will not reflect the performance of the job share partner.
28. Job sharing/splitting will not be used for the purpose of reducing FTE's.

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## **Article 34**

### **Employee Disability Compensation (OWCP)**

#### **Section 1. Counseling**

- A. The Employer agrees that when an employee suffers job-related illness or injury in the performance of duties and reports it to his or her supervisor, the supervisor and/or the personnel office will counsel the affected employee as to the following:
  - 1. His/her right to file for compensation benefits;
  - 2. The types of benefits available; and
  - 3. The procedure for filing claims.
  - 4. The option to use compensation benefits in lieu of sick or annual leave.
  - 5. Whether Continuation of Pay (COP) is applicable.
- B. The supervisor will notify the local Union steward when he or she becomes aware that a bargaining unit employee has filed an OWCP claim.
- C. An employee who has filed for compensation benefits will be counseled, upon request, by his/her supervisor and/or a personnel specialist at any stage in the processing of the case concerning such options as may be available to the employee at that point.

#### **Section 2. Employee Options**

- A. An employee with a job-related injury/illness (including conditions aggravated by job-related factors) may elect to be placed on sick or annual leave instead of leave without pay, pending approval or disapproval of his/her compensation claim.
- B. Employees shall have the option of buying back the leave used and having it reinstated to their account if their claim for compensation is approved.
- C. An employee with a job related traumatic injury may claim up to 45 days of COP. The entitlement to COP is not available to employees who file an occupational disease claim.

### **Section 3. Placement of OWCP Claimants**

- A. Where the employee requests and supports his/her request with appropriate medical information, the Employer will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of his/her claim.
- B. Where the employee requests and supports his/her request with an approved OWCP claim and appropriate medical information, the Employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs. Any such action will be consistent with the negotiated merit promotion article.
- C. When an employee who has been determined by OWCP to be disabled has recovered sufficiently that he or she is required or permitted to seek reemployment, management will make a serious effort to offer appropriate employment.

### **Section 4**

Information on forms, rights and procedures under Worker's Compensation will be maintained on SSA's Intranet at ***[only from an Agency computer connected to the Agency intranet]*** <http://co.ba.ssa.gov/ope/forms/worker's.html>. Annual reminders on how to access the site will be given to all employees. Information posted on the Intranet will also include mutually agreed upon excerpts from DOL Regulation or Handbooks.

## **Article 35**

### **Employee Assistance and Counseling**

#### **Section 1. Policy Statement**

- A. The Administration and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of alcohol, drug and dangerous substance abuse. The parties further recognize that whenever such conditions adversely impact on an employee's work performance, attendance, reliability or conduct, the employee should constructively address these problems through participation in counseling and treatment where appropriate.
- B. Therefore, the Employer and the Union will work together to encourage troubled employees whose work performance is adversely affected to pursue counseling help or treatment.

#### **Section 2. Referrals/Community Resources**

The Administration agrees to assist employees in securing counseling services when work performance, attendance, reliability or conduct are adversely affected as a result of alcohol, drug or dangerous substance abuse. This may be accomplished through providing information and encouragement to the employee to use any of the following types of services where available:

- A. Referrals to available counseling services in the local community.
- B. Counseling services provided by the Administration either onsite or on an as-needed basis.
- C. Counseling services provided through joint efforts with other Federal Agencies.

#### **Section 3. Voluntary Participation and Employee Responsibility**

Although the existence and functions of counseling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to a counseling service. Should any counseling appointment or treatment require an absence from duty, the employee must get sick leave approval or make other appropriate arrangements with his/her supervisor.

#### **Section 4. Confidentiality/Relationship to Disciplinary and Adverse Action**

- A. The parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.
- B. Without an employee's specific written consent, the supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions unless required to enforce the law or terms of last chance agreements. Disciplinary actions should be based on job behavior or performance problems, not progress in a counseling program. In evaluating an employee's work performance and job-related conduct, the supervisor may take into account whether an employee referred to counseling is cooperating with a recommended plan of counseling.
- C. If as a result of a proposed disciplinary or adverse action, an employee notified management for the first time that he/she has a substance abuse problem that significantly contributed to the misconduct and is seeking the services of EAP, management will normally put the proposed action in abeyance for a period of not more than 1 year while the employee undergoes treatment under terms and conditions agreed to. This provision only applies in the first instance of substance abuse and does not apply if severe, egregious or criminal misconduct is involved.

If at the end of such period, there are no further instances of related misconduct the proposal held in abeyance will be dropped. Violation of any agreed to conditions, or continued misconduct as referenced in the proposed disciplinary or adverse action during the abeyance period will result in activation of the proposed disciplinary or adverse action process.

- D. Requests for counseling or referral assistance will not be a factor in job security or promotional opportunities.

#### **Section 5. Access to Services**

Employees are on official duty when they meet with the EAP provided they inform their supervisors of their appointment with the EAP counselor. These meetings with EAP counselors may entail up to 6 sessions with the actual number being based on sound clinical judgment as determined by the counselor. Employees who do not want their supervisors to know of their attendance must arrange appointments outside duty hours or request leave approval. Employees who are referred to community services for treatment will request leave in accordance with Article 31.

## **Article 36**

### **Research Programs and Demonstration Projects**

#### **Section 1. Definitions**

For the purpose of this agreement, the following definitions apply (in accordance with 5 USC 47):

"Research program" means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems.

"Demonstration project" means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

#### **Section 2. Notification to Union**

The Administration will notify the Union of any inquiry from a higher level authority concerning a research program or demonstration project which is applicable to bargaining unit employees. Such notification will be at an early enough date so as to ensure that the Union's input is considered before making a decision. The Administration will provide the Union with copies, without cost, of all documents relating to such an inquiry.

#### **Section 3. Negotiation**

In accordance with the Civil Service Reform Act, the Union shall have the right to negotiate on research programs and demonstration projects after any agreement between the Administration and the Office of Personnel Management with regard to such projects is finalized.

#### **Section 4. Evaluation**

After implementation of the program, the Union will be kept informed of the progress on a continuing basis. Any official evaluation reports shall reflect the Union's position. If the position of the Union is different from the Administration's, the Administration shall attach a copy of the Union's position.

### **Section 5. Access to Data**

The parties agree that the Union shall be given access to data which is maintained by the Administration.

### **Section 6. Waivers**

Any research or demonstration project shall be consistent with and may not amend or waive any provision of this agreement, except by mutual written consent of the parties.

## **Article 37**

### **Tests and Employee Selection Process**

#### **Section 1. General**

The Administration recognizes its responsibility to maintain selection procedures in compliance with Federal policy concerning validity, job relatedness and this agreement.

#### **Section 2. Tests**

When tests are used as part of the criteria for selection to a training/career development program or for internal placement, they will be consistently and uniformly applied to the grade and series of the specified position.

#### **Section 3. Duty Time**

Ordinarily, employees will be granted duty time to take internal tests that may be used for promotion and/or placement in SSA.

#### **Section 4. Notice to the Union**

When there are any changes in the application of an existing test and/or the inclusion of a new test which will be utilized for internal placement and there is a duty to bargain under 5 USC 71, notice and such opportunity to bargain will be provided to the Union by SSA consistent with the procedures in Article 4.



## **Article 38**

### **Multilingual/Bilingual Employees**

#### **Section 1. Purpose and Scope**

- A. This article covers those employees who occupy positions that require the possession and use of bilingual skills.
- B. This article applies to employees who use multilingual/bilingual skills in their jobs.
- C. Management will continue to give consideration to multilingual/bilingual employees for details, reassignments, leave approval, hours of work or any other conditions of employment, like all other employees.
- D. Employees will not be disadvantaged in any condition of employment as a result of their use of multilingual/bilingual skills in their job.

#### **Section 2. Definitions**

- A. Multilingual/bilingual means proficiency in a language or languages, in addition to English. This definition also includes American Sign Language.
- B. Multilingual/bilingual skills and duties may include speaking, understanding, reading and writing.

#### **Section 3. Appraisal Considerations**

- A. The parties recognize that multilingual/bilingual duties may incorporate an additional workload for affected employees and that multilingual/bilingual duties often involve additional time, effort, and case complexities. For the purposes of assigning work and appraising employee performance Management agrees to consider the additional effort that may be required by multilingual/bilingual employees.
- B. Progress reviews will reflect multilingual/bilingual performance contributions as appropriate, under applicable performance plans.

#### **Section 4--Assistance and Training**

- A. Upon request, the Employer will make available appropriate bilingual dictionaries as available.

- B. Upon request, the Employer will make a reasonable effort to provide applicable language glossaries of SSA terminology.
- C. The development of multilingual/bilingual skills may be an appropriate use of GETA funds.
- D. Upon request, the employer will **make** every reasonable **effort** to allow an employee to interview in English during the initial mentoring period, while he/she is learning the technical aspects of the position. Management may consider the public service demands and resources available in making this determination. It is understood that this provision does not eliminate the need to also mentor the employee while conducting interviews in all assigned languages as part of the initial mentoring period.

### **Section 5. Awards**

- A. Multilingual/bilingual service accomplishments may be an appropriate basis for the granting of awards in accordance with the provisions of Article 17.
- B. SSA, upon request, will furnish AFGE with data each year, indicating by component, the number, amounts and types of awards for multilingual/bilingual employees.

## **Article 39**

### **Work At Home By Exception**

#### **Section 1. Purpose**

This is to provide policy on the use of SSA's work-at-home by exception provision.

#### **Section 2. Employees Covered**

All SSA AFGE bargaining unit employees are covered by this policy.

#### **Section 3. Detailed Provisions**

A. Work at home by exception may be authorized for:

1. Severely handicapped employees for whom it would be difficult to commute to the worksite.

These employees may be considered for work at home if the following conditions are met:

The employee has a severe medical illness, injury, or condition certified by a physician, in addition to a severely handicapping condition, that prevents the employee from commuting to work by way of public or private transportation conveyance. An employee with a severe disability who requests permission to work at home as a reasonable accommodation must demonstrate that he or she also meets the medical conditions cited above before the request for reasonable accommodation can be considered.

Exceptions under this provision generally do not apply to employees with severe disabilities (such as blindness, deafness and orthopedic or neurological impairments) unless the employee also has a medical condition which prevents him/her from commuting to work by public or private transportation.

Example: A disabled person whose physical condition has deteriorated to the point that commuting to the office for his/her complete tour of duty is no longer possible, may be able to work at home a part of each week.

2. Employees, who because of an illness or injury, certified by a physician, cannot readily commute to the worksite but are able to perform job duties at home.

Example: An employee, who is recovering from surgery, may be authorized by the physician to work full-time or part-time but not to travel from home for a specified period. Also, a wheelchair-bound employee may periodically have prescribed bed rest to prevent or treat pressure sores.

3. Employees where conditions outside the control of the Agency make it impossible for them to commute to work.

Example: A disabled employee utilizes a mass transit mobility service to commute to work would have no means of transportation if the service is suspended temporarily.

## B. Documentation Requirements

1. Requests to work at home by exception must be in writing and include:
  - a. A statement that the employee is performing at or above the successful contribution level;
  - b. A statement of the reason for working at home; e.g., provide an explanation of the disability which makes it difficult for the employee to commute to work; an explanation of the injury or illness (with medical certification concerning the employee's ability to commute and work at home);
  - c. A statement of how the quality and quantity of work performed will be measured;
  - d. A statement detailing how the work will be transmitted;
  - e. A statement of the days and hours scheduled for work at home;
  - f. A statement of the duties of the employee's position to be performed at home;
  - g. A list of the equipment, if any, the employee's component will provide for the employee's use; e.g., file cabinet, portable computer, etc.; and
  - h. A statement that any computer security/access issues have been resolved.

C. Prohibitions While Working at Home by Exception

Employees approved to work at home by exception under these exception provisions may not work overtime at home unless they are pre-approved to do so by the Agency.

- D. The employee will be informed by the immediate supervisor as to which management official has the delegated authority to approve his/her request to work at home by exception.

## **Article 40**

### **Alternative Dispute Resolution**

#### **Section 1. Commitment**

The Social Security Administration and the AFGE General Committee are committed to consider the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor/management relationship. Union and Management at all levels should be committed to explore the use of ADR problem-solving methods as a priority to resolve disputed matters.

#### **Section 2. Definitions and Intentions**

- A. ADR is an informal process which seeks early resolution of employee(s), union, and management disputes.
- B. Any ADR process must be jointly designed by Union and Management. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary with the mutual consent of the parties.
- C. ADR shall be a process available to National, Component, Regional or lower levels Union Management committees with the mutual consent of the parties.
- D. ADR resolutions shall not be precedential unless specifically agreed to by the parties.

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