

EXHIBIT 1

SSA Last Best Offer

Article 1 – Governing Laws, Regulations and Existing Conditions of Employment

1 **Article 1**

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

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

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

8
9 **Section 2. Existing Conditions of Employment**

10 In order to change any conditions of employment that were in effect on the effective date of the
11 2012 SSA/AFGE National Agreement, and that are not covered by the 2012 SSA/AFGE
12 National Agreement, the Agency shall provide notice and, upon request, bargain with the Union
13 to the extent required by law and in accordance with Article 4 of this Agreement.

14
15 **Section 3. Other Agreements**

16 In order to change any Memoranda of Understanding, Supplemental Agreements or any other
17 written agreements between the Parties that were in effect on the effective date of this
18 Agreement and that are not covered by the 2012 SSA/AFGE National Agreement, the Agency

- 19 ~~shall provide notice and, upon request, bargain with the Union to the extent required by law and~~
- 20 ~~in accordance with Article 4 of this Agreement.~~

EXHIBIT 2

SSA Last Best Offer

Article 7 – Duration of Agreement

1 Article 7

2 Duration of Agreement

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4 Section 1. Effective Date

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6 This Agreement will be implemented and become effective per the parties' ~~June 27, March 19,~~
7 ~~2018 Ground Rules MOU, as modified by Executive Orders 13836, 13837, and 13839.~~

8
9
10 Section 2. Duration of the Agreement

11
12 This Agreement will remain in full force and effect for ~~4-7~~ years from its effective date and
13 automatically renew itself from year to year thereafter. However, either party may give written
14 or electronic notice of its intent to add, amend, reopen, modify or terminate existing Articles of
15 the Agreement not more than 120 or less than 90 calendar days prior to the expiration date. Such
16 notice must be accompanied by a list of the Articles that either party intends to add, amend,
17 reopen, modify or terminate. ~~Ground rule negotiations will then begin no later than 30 calendar~~
18 ~~days after receipt of the notice provided by either party.~~ Ground rule negotiations will be
19 conducted in accordance with Article 4, Section 2 (~~i.e., number of bargaining days, number of~~
20 ~~negotiators, payment of travel and per diem).~~

21

22 Section 3. Reopener

23

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

26

EXHIBIT 3

SSA Last Best Offer

**Article 11 – Union Use of Facilities and
Communications**

Article 11

Union Use Of Official Facilities And Communications

by Taxpayer-Funded Union Time Users

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 2080, 1440 or 1040 official time hours 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 a designated 2080, 1440 or 1040 official time hours 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 1040 official time hours 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 unless E below applies.~~

20

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

24

25 ~~D. If the agency elects to relocate an office in which a designated 2080, 1440 or 1040 official~~
26 ~~time hours user with additional Agency provided space, is officially assigned (and that union~~
27 ~~representative's space has not reverted back to the agency per section C above), the~~
28 ~~designated 2080, 1440 or 1040 official time hours user will be provided similar additional~~
29 ~~agency provided space in the new office. In this situation the Union will be provided to the~~
30 ~~extent required by 5 USC 71 the opportunity to bargain the location of the similar space in~~
31 ~~the new office.~~

32

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

35

36 ~~E. If the successor to a designated 2080, 1440 or 1040 official time hours user with additional~~
37 ~~Agency provided space is located in the same facility, or within the commuting area, the~~
38 ~~successor will be allowed to use any additional agency provided space in that facility. If the~~
39 ~~successor fails to frequently utilize such space for representational activities, the space~~
40 ~~reverts back to the Agency. As long as the successor retains the use of such space, other~~

41 ~~Union representatives within the commute area may also have occasional use of the~~
42 ~~successor space. If the successor already has additional Agency provided space and chooses~~
43 ~~to use his/her predecessor's space, his/her current additional Agency provided space will~~
44 ~~revert back to the Agency within 60 days.~~

45

46 ~~F. If the successor is not located in the same facility or commute area of the designated 2080,~~
47 ~~1440 or 1040 official time hours user with additional agency provided space, and the~~
48 ~~successor does not already have additional agency assigned space, the parties will consult~~
49 ~~regarding additional space for the successor. If the parties are unable to agree on additional~~
50 ~~space, the successor will be entitled to space for up to four (4) file cabinets at their officially~~
51 ~~assigned duty station.~~

52

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

56

57 ~~G. Non Duty Use Of Facilities~~

58

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

61

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

65

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

70

71

72 Section 2 1. Meeting Space

73

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

77

78 B. The Administration agrees that where meeting space exists within a facility, it may be made
79 available for local meetings and membership drives during lunch periods or for as long as the

80 office is normally opened, subject to management approval. The Union must give sufficient
81 advance notice to ensure no disruption to the normal mode of business.

82

83

84 Section 3 Miscellaneous Services

85

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

89

90 B. ~~The Administration agrees to furnish, where available, customary and routine services which~~
91 ~~are consistent with the best interest of the Employer, employees and the Union. Such~~
92 ~~services include use of internal mail (for other than mass mailing), photocopy equipment,~~
93 ~~shuttle and the like. This will include SSA Union representatives if they are conducting~~
94 ~~representational duties away from their permanent duty station.~~

95

96 C. ~~The Union may use available agency video equipment (i.e., TV, DVD and VCR) for on site~~
97 ~~presentations, orientation sessions, training and meetings with employees, subject to normal~~
98 ~~approval and scheduling procedures.~~

99

100 ~~D. The Administration will continue to make the public address system available consistent with~~
101 ~~established practices in those facilities where Union use was in effect as of the effective date~~
102 ~~of this agreement.~~

103

104 ~~E. To the extent practicable, the Administration will continue to provide the existing space for~~
105 ~~Union supplied publication racks in those installations, which currently have been granted~~
106 ~~space for such racks.~~

107

108 ~~F. Each local and national Union council will be provided with access to in hard copy or~~
109 ~~electronic form to personnel manuals and guidelines. All distributions of issuances under~~
110 ~~this Article will be at no cost to the Union.~~

111

112 ~~G. The Administration's telephone directories/listings will include the names and telephone~~
113 ~~numbers of union officials consistent with the level of the directory/listings. National listings~~
114 ~~will include AFGE Council Presidents and the AFGE National office number.~~

115

116 ~~H. Electronic Message Boards in Teleservice Centers~~

117

118 ~~The Union will be permitted to periodically display messages on the Agency's electronic~~
119 ~~message boards in the TSCs where available. The Union agrees that information displayed~~

120 ~~on the electronic board will not contain items relating to partisan political matters,~~
121 ~~propaganda against or attacks upon individuals.~~

122

123

124 ~~Section 4. Mail Use~~

125

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

132

133 ~~Section 5 2. Copies of the Agreement~~

134

135 ~~A. The Agency will post the ratification copy of this Agreement on the OLMER and AFGE~~
136 ~~Website pages. The Agency will provide 2,500 copies of the ratification copy of the~~
137 ~~Agreement to the Union as soon as possible.~~

138

139 ~~B. The agency will print 5,000 copies of this Agreement for AFGE within 90 days of the~~
140 ~~effective date of the Agreement.~~

141

142 ~~€ B. A copy of the signed Agreement will be posted on the OLMER Website. The agency~~
143 ~~will provide an annual printed notice to bargaining unit employees on how to locate the~~
144 ~~National Agreement on line (via desk drop).~~

145

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

149

150

151 Section 6-3. Distribution of Union Publications

152

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

158 identified as official Union issuances. Materials distributed will not malign the character of
159 any Federal employee.

160

161

162 **Section 4.7. Bulletin Boards**

163

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

166

167 B. ~~In new locations, the Administration will provide Union bulletin board space, not less than~~
168 ~~24 inches X 36 inches. The Administration will provide one bulletin board per floor at new~~
169 ~~locations. Additional bulletin board space will be provided on the basis of one for each~~
170 ~~additional 300 bargaining unit employees per floor.~~

171

172 B. C. Union bulletin board space will be prominently identified as such by management and
173 will be located in areas accessible to bargaining unit employees. All postings will be marked
174 prominently as "Union Notices," and only the designated Union bulletin boards will be used
175 for such postings.

176

177 **C. D.** The Union agrees that information posted on bulletin boards will not contain items
178 relating to partisan political matters or propaganda against or attacks upon individuals.
179 Information posted on bulletin boards by the Union relating to the installation, SSA or the
180 Federal Government will not contain language that will malign, demean, or insult the
181 character of any individual Federal employee. **Management may remove material that**
182 **does not meet these requirements.**

183 -

184

185 Section 8-4. 5. Telecommunications ~~Systems~~

186

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

189

190 B. The Union agrees that Agency telephones, fax equipment, and computers will not be used
191 for representational activities or any internal Union business.

192

193 ~~C. Where and when an agency facility has voice mail installed, all Union officials assigned to~~
194 ~~that facility will be provided with voice mail capability for labor management activities.~~
195 ~~Voice mail for Union officials, as for other employees, will be subject to systems capacity~~
196 ~~and availability.~~

197

198

199 **Section 6.9. E-Mail**

200

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

203

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

206

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

209

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

212

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

215

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

218

219 5. Electronic mail cannot be used for internal union business.

220

221 6. Transmissions shall not contain language which maligns, demeans, or insults the
222 character of any individual Federal employee, or the Agency.

223

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

227

228 8. It is recognized that a transmission with large numbers of addressees could affect system
229 performance. Therefore the union agrees that an e-mail message, with the exceptions
230 noted below, will be transmitted to not more than 100 recipients at one time, including
231 any CCs or BCCs. GC Members (Council Presidents) may send one e-mail per month to
232 all members of his/her Council. The e-mail message must state "read on non-duty time"
233 in the subject line. Requests for more than one e-mail per month must be sent to OLMER
234 for approval.

235

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

241

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

243

244 9. Since viruses can be transmitted through executable files, messages cannot contain
245 executable file attachments.

246

247 B. Grievances shall not be filed with the use of electronic mail since they require original
248 signature. (Refer to Management proposed Article 24 Sidebar)

249

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

252

253

254 Section 40 5. 7. Employee Data

255

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

259

260

261 ~~Section 11-6 Addressing New Employees~~

262

263 ~~The Administration will provide the Union an opportunity to address new employees during~~
264 ~~orientation sessions and will introduce new employees to the Union representative. Management~~
265 ~~will notify the designated local representative or local steward in field offices of orientation~~
266 ~~sessions. (See Article 3, Section 11)~~

267

268

269 ~~Section 12. Notification to Employees of Exclusive Representation~~

270

271 ~~The Union will provide a general notice to employees of the exclusive recognition granted to the~~
272 ~~Union, together with a list of Union designated representatives and their work locations and~~
273 ~~telephone numbers to be posted on Union bulletin boards. Where the Union has had access to~~

274 ~~the boards in the past, the Union will post the notice. Where the Union does not have access or~~
275 ~~there is no onsite representative, the Administration will post it.~~

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Article 13

Parking and Transportation

Section 1. Changes in Parking Arrangements

When changes in current parking arrangements are proposed, Management will notify the Union and fulfill any obligation to bargain to the extent required by 5 USC 71. This includes changes resulting from the relocation of an office or the creation of a new office.

Section 2. Parking Policy

The Employer agrees to continue to provide secure, adequate, convenient Parking will be handled in accordance with 41 CFR 102-74.305.

Section 3. Traffic Violations

EXHIBIT 4

SSA Last Best Offer

Article 13 – Parking and Transportation

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

24
25 B. Suspension of parking privileges will be for just cause.

26
27 Section 2.4. Shuttle Service

28
29 Shuttle service, where available, will be provided to employees traveling between buildings in
30 the course of official business. This does not preclude discontinuance of shuttle service where
31 the Employer determines the service is no longer feasible.

32
33 Section 3.5. Commute Options

34
35 A. The Agency will promote the use of alternative commuting options and provide related
36 information on the agency intranet. Management will also make new employees aware of
37 this information.

38

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

40

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

44

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

48

49 Section 4-6. Transportation Subsidy

50

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

53

54 All employees are eligible to apply for a transportation subsidy from the Agency. Employees
55 eligible to participate in the agency transportation subsidy program, which will be in accordance
56 with government-wide rules and regulations, may receive a subsidy not to exceed the amount of

57 their actual monthly commuting expenses, up to the maximum amount authorized by this

58 Agreement.

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Article 13

Sidebar

1. As soon as administratively possible after the effective dates shown below, the Agency will may-reimburse AFGE Bargaining Unit employees (with duty stations outside of the National Capital Region) up to the amount shown below per month for allowable transportation expenses in accordance with government wide rules and regulations, up to \$90 per month. The Agency will determine the maximum monthly reimbursement amount, not to exceed \$90.

- Beginning October 1, 2012 up to \$75
- Beginning October 1, 2013 up to \$80
- Beginning October 1, 2015 up to \$90

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

EXHIBIT 5

SSA Last Best Offer

Article 21 – Performance Management

1 **Article 21**

2
3 **Performance**

4
5 **Section 1. Introduction**

6
7 **The parties agree to the following performance appraisal system program in order to provide**
8 **quality public service and an assessment of employee performance. The purpose of the**
9 **performance appraisal system program is to provide a framework for honest feedback and open,**
10 **two-way communication between an employee and their supervisor.**

11
12
13 **Section 2. Overview**

14
15 **A. The appraisal system program uses a three-tier rating system for ratings on individual**
16 **performance elements and for the summary appraisal rating.**

17
18 **Employees will be rated on four elements except new hires/trainees who will be rated on two**
19 **elements. The appraisal system program offers three summary appraisal rating of record**

Article 21

20 levels with clear distinctions among those performance levels to differentiate between high
21 performing employees (Level 5 – Outstanding Contribution), the more typical successful
22 employees (Level 3 – Successful Contribution), and employees whose performance is clearly
23 failing (Level 1 – Not Successful).

24

25 Employees in developmental programs may be placed on a developmental performance
26 plan.

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

32

33 ~~C. B. The appraisal system program is used to make certain personnel decisions:~~

34

35 1. ~~Within-Grade Increase - An employee who has attained an appraisal rating of~~
36 ~~“Successful” will be entitled to a within-grade increase, as long as current performance is~~
37 ~~consistent with the rating of record.~~

38

39 2. An appraisal rating of at least "Successful" is required in order to be considered for
40 awards and/or promotions.

41

42 3. The performance appraisal will be considered in making determinations regarding
43 reductions in force (RIF) in accordance with Article 14 of this agreement.

44

45

46 D. This system will be a positive building block in the foundation of a relationship based on
47 shared interests and mutual objectives. The appraisal system will emphasize:

48

49 1. Employee Contribution

50

51 2. Employee Development

52

53 3. Administrative simplicity

54

55

56 Section 3. Appraisal system Program Definitions and Principles

57

58 A. Terms used in this article will have the same meaning as in government wide regulations.

59

60 B. Performance Elements are work assignments and responsibilities that are key to achieving
61 the Agency's mission and goals and reflect the Agency's commitment to providing
62 outstanding public service.

63
64 C. Critical element means a work assignment or responsibility of such importance that
65 unacceptable performance on the element would result in a determination that an employee's
66 overall performance is unacceptable. All critical elements to be used for performance
67 appraisals will be provided in writing to the employee at the beginning of the rating period or
68 when elements change during the rating period.

69
70 D.

71
72 1. Performance standard means the management approved expression of the performance
73 threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a
74 particular level of performance.

75
76 2. A performance standard may include, but is not limited to, quality, quantity, timeliness,
77 and manner of performance.

78
79 3. To the maximum extent feasible, the performance standards and critical elements will be
80 consistent for standard or like positions.

81

82 4. If management changes any critical elements or standards, management will may
83 convene a focus group consisting of management, employees and the union to obtain
84 input prior to implementation. If a focus group is convened, the parties will negotiate the
85 parameters (composition, length, process, etc.) of the focus group at that time. When
86 there are any changes to critical elements or standards and there is a duty to bargain under
87 5USC71, notice and such opportunity to bargain will be provided to the Union by SSA
88 consistent with the procedures in Article 4.

89
90 E. Performance plan means all of the written, or otherwise recorded, performance elements that
91 set forth expected performance. A plan must include all critical and non-critical elements
92 and their performance standards.

93
94 F. Alignment Statement is a standardized form that managers will provide to employees,
95 normally at the beginning of the appraisal period, to facilitate discussion regarding how their
96 work contributes to achievement of Agency goals and objectives. The statement may be
97 supplemented with information about component goals and targets.

98
99 G. Rating of record means the performance rating prepared at the end of an appraisal period for
100 performance of agency-assigned duties over the entire period and the assignment of a
101 summary level within a pattern (as specified in Sec. 430.208(d)), or in accordance with Sec.
102 531.404(a)(1) of this chapter (Code of Federal Regulations). There are three summary
103 appraisal levels for this performance plan: Outstanding Contribution (Level 5), Successful
104 Contribution (Level 3), and Not Successful (Level 1).

105

106 H. Progress review means communicating with the employees about performance compared to
107 the performance standards of critical and non-critical elements.

108

109 I. New Hires — External hires who are new to the Social Security Administration.

110

111 J. Trainees — Employees, both external hires and employees promoted/transferred to a new
112 position, who management determines need a structured period of training, including on-
113 the-job training and mentoring, to perform the basic duties of the position.

114

115 K. I. Element Average — The average of the performance element ratings which is used in the
116 merit promotion process and to determine eligibility for awards. It is a computation
117 summary derived in the performance evaluation process. Each performance element in the
118 employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element
119 ratings of 3 and 5 are added together and the total is divided by the number of performance
120 elements and the resulting number is the Element Average.

121

122

123

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

125

126 **A. The appraisal period is one year. The appraisal period is normally from October 01 through**
127 **September 30. A rating of record will be prepared at the end of the appraisal period and**
128 **issued to the employee within 30 days of the completed appraisal period.**

129

130 **B. The minimum appraisal period for employees is 120 days. Employees must be under a**
131 **performance plan for a minimum of 120 days to be eligible for an annual performance**
132 **appraisal at the end of their appraisal period. Employees serving in a probationary period**
133 **will not receive a rating of record until after completion of their probationary period.**

134

135 **C. Employees who have been under their performance plan for less than 30 days and are**
136 **approved for an extended absence in excess of 150 days will begin a new minimum appraisal**
137 **period upon their return to duty. This does not preclude the appraising official **management****
138 **from considering the employee's performance during the period the employee was under the**
139 **performance plan for less than 30 days.**

140

141 **D. Annual Performance Appraisal**

142

143 ~~Supervisors Management~~ The appraising official will schedule time for a one-on-one
144 meeting with the employee to issue his/her rating of record within 30 days of the end of the
145 employees' appraisal period. However, if there is more than one management official at the
146 meeting to issue the rating of record, the employee may request to have a union
147 representative attend the discussion (in person or telephonically) provided no delay occurs.

148
149 ~~If employees have not served~~ under their performance plans for the minimum appraisal
150 period, their annual performance appraisal will be postponed until the 120-day appraisal
151 period has been completed.

152
153 ~~Annual performance appraisals for new employees who are not covered by the New Hires~~
154 ~~and Trainees (NHT) procedures will be postponed until they have been in their position for~~
155 ~~one year. one of the following conditions are met:~~

156
157 ~~1. the probationary period is completed, or~~

158
159 ~~2. the trial period for term appointment is completed, or~~

160
161 ~~3. the initial excepted service appointment not limited to 1 year or less is completed.~~

162

163

164 **Section 5. Issuing Performance Plans and Conducting Expectation Discussions**

165

166 **A. Supervisors Management** The appraising official will issue performance plans containing

167 the Level 3 and 5 standards for each element to employees no later than 30 days from the
168 beginning of their appraisal periods.

169

170 Each employee's supervisor Management The appraising official will meet with the

171 employee one-on-one to discuss the employee's performance plan at the time it is issued.

172 However, if there is more than one management official at this discussion, the employee may

173 request to have a union representative attend the discussion (in person or telephonically)

174 provided no delay occurs.

175

176 The appraising official Management and the employee will also discuss the performance

177 expectations so as to attempt to arrive at a full and complete understanding of what is

178 required to achieve the successful contribution performance level (Level 3) described in the

179 plan. The discussion will also include some examples for Level 5 performance in an attempt

180 to arrive at a general understanding of the outstanding contribution performance level. The

181 discussion will also clarify any questions that the employees have concerning their

182 performance plan.

183

184 B. Expectation discussions provide meaningful context to Level 3 performance standards and
185 provide a means to align employee contributions to Agency goals and objectives.

186

187 C. The discussion will also include an explanation of the performance plan terminology, the
188 method(s) to be used to determine the level of performance in each element, the nature and
189 type of work product or other result to be counted, reviewed, or otherwise monitored. The
190 discussion shall attempt to avoid subsequent misunderstandings about the performance
191 expectations and their application to the employee's performance.

192

193 In the context of this discussion, supervisors will:

194

- 195 1. discuss the Alignment Statement with employees and review its content.
- 196 2. discuss employee performance elements, standards and expectations that will be used
197 to evaluate the employee.
- 198 3. discuss data sources and numeric data, e.g. indicators of quality, quantity, timeliness,
199 that may be considered in measuring employee performance, and upon request
200 explain how the data source may be used in assessing employee performance.
- 201 4. discuss employee development needs and opportunities and the relationship between
202 employee performance and employee recognition.

203

204 D. If there are numeric or quality performance standards and/or numeric or quality
205 expectations, they will clearly be identified in the employee's performance plan.

206

207 E. The appraising official ~~Management~~ will document the expectations discussed with the
208 employee. Standard expectations may be developed for standard positions. This
209 documentation will be filed in the employee's SSA-7B Extension File, or electronic
210 equivalent, as part of the appraisal system program and a copy will be given to the
211 employee. The employee may also ~~place~~ have his/her comments placed in the SSA -7B
212 Extension File or electronic equivalent.

213

214 Employees and their supervisors will sign the performance plan to acknowledge that the
215 performance plan has been issued and the initial performance discussion has been held. A
216 copy of The signed performance plan will be given to the employee and the original will also
217 be placed in the SSA-7B Extension File or electronic equivalent. Managers may meet with
218 employees collectively, in addition to individual performance discussions, to convey
219 information that is general for all employees, such as agency goals and objectives.

220

221 F. Subsequent expectation discussions should be held when there is a change in the work
222 situation such as:

223

224 1. a change in the rating official/supervisor of record.

225

226

2. a detail,

227

228 3. a change in component goals or objectives, or

229

230 4. a return to duty from an extended absence of ninety (90) days or more,

231

232 5. any change in work assignment or process that would significantly affect the
233 employee performance plan, or

234

235 6. a change in performance expectations contained in the employee performance plan.

236

237 If any of the above have a significant effect on employee performance, it will be considered a
238 factor in appraising the employee's performance.

239

240 If there is more than one management official at a performance expectation discussion, the
241 employee may request to have a union representative attend the discussion (in person or
242 telephonically) provided no delay occurs.

243

244

245 Section 6. Monitoring Performance and Communications

246

247 A. Ongoing two-way communication between the manager and the employee is an effective tool
248 for successful performance. Discussions should be a candid, forthright dialogue between the
249 manager and the employee aimed at improving performance, the work process, or product.
250 These discussions will provide the employee the opportunity to seek further guidance and
251 understanding of his/her work performance, to surface needs, or to participate in a dialogue
252 about his/her contribution. Discussions may be initiated by the manager or by the employee.
253 If an employee requests a discussion with his/her rating official to discuss his/her
254 performance, it will normally be scheduled within five workdays.

255
256 B. Supervisory conclusions based upon observations of an employee by management will be
257 timely communicated to the employee during informal discussions and/or the progress
258 review. If the employee disagrees with the supervisory conclusions on individual cases or
259 overall performance to date, he/she may provide management with written rebuttals that will
260 be placed in the SSA-7B Extension File or electronic equivalent.

261
262 C. An employee may inform his/her appraising official in writing, which includes email, of
263 factors beyond his/her control that have affected his/her performance. The appraising official
264 will consider such factors when evaluating performance for the appraisal period. The written
265 documentation will be placed in the employee's SSA-7B Extension File or electronic
266 equivalent.

267
268 D. Formal Performance Discussion

269

270 At least once during the appraisal period, approximately midway through the appraisal
271 period, management will have a documented performance discussion with each employee
272 regarding the employee's performance. During the discussion, management should discuss
273 the employee's performance and results achieved within each performance element, reinforce
274 expectations, and identify needs for performance improvement in meeting those
275 expectations. If there is more than one management official at a performance discussion, the
276 employee may request to have a union representative attend the discussion (in person or
277 telephonically) provided no delay occurs.

278

279 To ensure that all performance related activities are identified and documented, employees
280 should provide feedback about their performance to their rating official.

281

282 E. Supervisors should document the content of performance discussions.

283

284 F. Employees and supervisors will sign the performance plan to acknowledge that the formal
285 discussion was held. The documentation will be placed in the SSA-7B Extension File or
286 electronic equivalent and a copy given to the employee.

287

288 G. Optional Employee Self-Assessment

289

290 Employees will be provided the option of completing an end-of-cycle self-assessment,
291 highlighting their accomplishments relating to the performance plan. Employees, who wish
292 to submit a self-assessment, must do so no later than 10 days after prior to the end of their
293 appraisal period. A reasonable amount of time will be provided for this activity. Self-
294 assessments should be maintained placed in the SSA-7B Extension File or electronic
295 equivalent. Management will inform employees of the above self-assessment option fifteen
296 ~~(15)~~ thirty (30) days prior to the end of the appraisal period.

297

298 H. Feedback from Workgroup/Special Projects/Details

299

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

304

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

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L. 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, and indicators, and expectations are factors in appraising an employee in a given critical element, management will consider the employee's other job assignments and the actual amount of time available to perform the job function being appraised under that critical element.

3. The Agency has determined that only time spent performing work related to an employee's critical job elements and standards will be considered in performance appraisals. Authorized time spent performing EEO representational duties and Union representational functions will not be considered as a negative factor when evaluating any critical job elements.

4. In the performance of and accounting for Agency work, the Agency will take appropriate steps to ensure statistical measures and their application are accurate. will be reliable.

332 5. 4. The procedures that are used to gather information in order to evaluate employee
333 performance must reasonably ensure the accurate evaluation of performance. Reviews
334 and/or sampling to assess performance will, to the extent practical, accurately reflect the
335 employee's work.

336

337 5. 6. Management will timely disclose to each employee **all sources of performance data**
338 **and the relevant records** that relate to his/her performance appraisal. Employees have
339 the right to respond to performance data that is used to assess his/her performance.

340

341 6. 7. The Agency will not establish arbitrary limitations, such as caps, curves or forced
342 distributions, on appraisal ratings.

343

344 7. 8. Each employee's performance will be evaluated solely against his/her performance
345 standards.

346

347 8. 9 Special skills and contributions, such as translation and interpretive activities, done
348 as part of, or in addition to, regular job duties.

349

350 9. 10. An employee shall not be rated on a performance standard that was not disclosed to
351 him/her as part of a written performance appraisal plan.

352

353 J. Documentation of Annual Performance Appraisal

354

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

362

363 **K. Element Average**

364

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

369

370 1. Only performance element ratings of 3 and 5 will be used.

371

372 2. All elements are given equal weight in computing the element average.

373

374 ~~3. An Element Average is not computed on NHT appraisals. Those new hires and~~
375 ~~trainees covered by NHT will be rated on two elements and will be rated "Pass" or~~
376 ~~"Fail". For purposes of awards, "Pass" corresponds to an average of 3.0 and "Fail"~~
377 ~~corresponds to a rating of 1.0.~~

378

379

380 ~~Section 7. Procedures for Marginal and Failing Performance~~ **Below the Successful**

381 **Contribution Level**

382

383 **A. ~~The procedures for dealing with marginal and failing performance below the Successful~~**
384 **~~Contribution Level only apply to employees who are entitled to the procedural and appeal~~**
385 **~~rights described in 5 CFR 432 or 5 CFR 752. Employees not entitled to statutory appeal~~**
386 **~~rights may be terminated for performance reasons with appropriate written notice.~~**

387

388 ~~A. Performance Assistance~~

389

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

393

394 1. the expectations for improving performance;

395

396 2. the employee's responsibilities; and,

397

398 3. what assistance may be needed to perform at the Successful Contribution Level,

399 which may include training, or mentoring, or other appropriate support.

400

401 An employee will be allowed 30 calendar days to successfully improve his/her performance.

402 The manager may extend the period if the employee is demonstrating significant progress

403 toward successful performance.

404

405 The manager should summarize the discussion in writing. This will be initialed by the

406 employee and placed in their SSA 7B Extension File or electronic equivalent, along with

407 copies of training schedules and documentation of any other assistance provided. The

408 employee will be given copies.

409

410 Employees are considered to be performing at the Successful Contribution Level (Level 3)

411 for purposes of any performance related personnel actions during a period of performance

412 assistance. If a rating of record becomes due during a period of performance assistance, the

413 employee will be rated no lower than the Successful Contribution Level (Level 3).

414 Employees will be eligible for WIGIs and awards during an assistance period. Employees in

415 career ladder positions will also be eligible for career ladder promotions, provided that the
416 other requirements for promotion are met. If after successful completion of a Performance
417 Assistance Plan an employee develops another performance related problem, they are entitled
418 to another period of Performance Assistance.

419

420 The purpose of the Performance Assistance is to help the employee improve.

421

422 B. Opportunity to Perform Successfully (OPS)

423

424 If following the Performance Assistance period, When an employee's performance is below
425 the Successful Contribution Level, the manager should initiate a performance improvement
426 plan, i.e. the OPS Plan. The OPS represents a formal process for performance improvement
427 developed by the manager with consideration of employee input. The employee may request
428 to have a union representative present during the initial discussion of the OPS.

429

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

432

433 1. the critical element(s) for which performance is unacceptable;

434

- 435 2. the performance requirement(s) or standard(s) that must be attained in each critical
436 element at issue in order to demonstrate acceptable performance;
- 437
- 438 3. a statement that the employee may will have any WIGI or career ladder promotion
439 withheld for the duration of the plan;
- 440
- 441 4. a summary of assistance already provided, along with the results;
- 442
- 443 5. a statement of the plan for providing additional assistance to the employee (e.g.,
444 targeted training, mentoring, etc.). The parties agree that placing an employee solely
445 on 100% review does not equate to appropriate assistance.
- 446
- 447 6. a statement that unless the employee's performance in the critical element(s)
448 improves to and is sustained at an acceptable level, the employee may be reassigned,
449 reduced in grade, or terminated.
- 450
- 451 OPS Plans will be instituted for a period of ~~120 30 45 60~~ calendar days. Managers may
452 terminate the plan if successful performance is demonstrated and sustained before the end of
453 the ~~120 30 45 60~~ days. Managers may extend the period if the employee is demonstrating
454 significant progress toward the Successful Contribution Level of performance.

455

456 A copy of the written OPS notice will be placed into the employee's SSA-7B Extension File
457 or electronic equivalent.

458

459 During the OPS, the manager will conduct ongoing periodic discussions with the employee
460 about progress toward improvement. The manager will document these discussions and
461 work reviews in the employee's SSA-7B Extension File or electronic equivalent. The
462 employee will be given copies of discussions and work reviews placed in his/her Extension
463 File.

464

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

470

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

476

477

478 Section 8. Performance-Based Actions

479

480 A. Managers will initiate a performance-based action if, despite the additional assistance
481 provided in accordance with the OPS Plan, the employee's performance has not improved to
482 the Successful Contribution Level by the end of the OPS period. This will result in the
483 employee's reassignment to another position or reduction in grade (e.g., the prior position) or
484 termination.

485

486 B. Demotions or removals for performance-based reasons must be accomplished in accordance
487 with the applicable law and government-wide regulations governing the employees covered
488 and the procedures to be followed (i.e., 5 CFR Part 432 or 5 CFR Part 752).

489

490 C. An employee receiving a proposed action based on unacceptable performance is entitled to:

491

492 1. 30 day advance written notice of the proposed action that identifies both the specific
493 instances of unacceptable performance by the employee on which the proposed action is
494 based and the critical element(s) of the employee's position involved in each instance of
495 unacceptable performance;

496

497 2. to be represented by the Union, an attorney or other representative;

498

499 3. time to respond to the notice of proposed action orally and in writing;

500

501 4. a final written decision within 30 days after the expiration of the advance notice period.

502

503 D. The employee may appeal to the Merit Systems Protection Board in accordance with

504 applicable law, or the Union on behalf of the employee may timely file a written request to

505 invoke arbitration under the terms of this Agreement. The choice of appeal forum is

506 irrevocable. An employee shall be deemed to have exercised the appellate option at such

507 time as the employee timely initiates an appeal under the statutory procedure, or the Union

508 on behalf of the employee timely files a written request to invoke arbitration, whichever

509 occurs first. Arbitration must be invoked no later than thirty (30) days after the effective date

510 of the action unless EEO counseling is initiated pursuant to Article 24 Section 8.

511

512 E. The Not Successful (Level 1) rating of record for an employee who has been demoted or

513 reassigned for performance-based reasons in accordance with this Section will continue in

514 effect until completion of the employee's appraisal period for his/her current position.

515 However, if the employee is eligible for a WIGI prior to the completion of this appraisal

516 period, a rating of record will be issued when the employee has demonstrated successful

517 performance for at least 120 days.

518

519

520 ~~Section 9. Special Performance Appraisal Provisions for New Hires and Trainees (NHT)~~

521

522 ~~A. Overview~~

523

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

530

531 ~~B. Employees Covered~~

532

533 ~~1. New Hire/Trainees~~

534

535 ~~Employees newly hired into SSA positions for the first time, or following a break in SSA~~
536 ~~employment, may be covered by the special provisions for new hires and trainees~~
537 ~~(NHT). Since new hires for some positions would be expected to perform the full range~~

538 ~~of job duties without extensive training/mentoring, additional time would not be needed~~
539 ~~to evaluate performance.~~

540

541 ~~2. Current SSA Employee Trainees~~

542

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

546

547 ~~C. Length of Appraisal Period~~

548

549 ~~1. New Hire/Trainees~~

550

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

555

556 ~~a. If the employee's training period ends before the end of the probationary period,~~
557 ~~he/she is issued a rating of record at the end of the probationary period based on these~~

558 two elements. The employee is then issued a full performance plan for the next rating
559 period.

560
561 b. If the employee's training period does not end before the end of the probationary
562 period, he/she is issued a rating of record at the end of the probationary period based
563 on the two elements. The employee is then reissued a limited performance plan with
564 the two elements until training is completed.

565
566 At the completion of training, the employee is given the full performance plan. A rating of
567 record is issued if a rating is due and the employee has been under the NHT plan for at least
568 120 days.

569
570 The above applies to covered employees serving under a trial period for term appointments
571 and to covered employees in the first year of employment under excepted service
572 appointments that are not limited to 1 year or less.

573
574 Upon issuance of a full performance plan, employees will be given a minimum appraisal
575 period of 120 days. If a rating of record is due before completion of this 120 days period, the
576 rating will be delayed until the end of the first 120 days under the full performance plan.
577 Thereafter, all employees will be covered under the normal performance appraisal provisions
578 and the appraisal period will end on the applicable date described in Section 4.

579

580 ~~2. Current SSA Employee Trainees~~

581

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

585

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

588

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

592

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

597

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

600

601 ~~Upon issuance of a full performance plan, employees will be given a minimum appraisal~~
602 ~~period of 120 days. If a rating of record is due before completion of this 120 days period, the~~
603 ~~rating will be delayed until the end of the first 120 days under the full performance plan.~~

604 ~~Thereafter, all employees will be covered under the normal performance appraisal provisions~~
605 ~~and the appraisal period will end on the applicable date described in Section 4.~~

606

607 ~~D. NHT Performance Plans~~

608

609 ~~Supervisors will issue NHT performance plans to new employees and trainees no later than~~
610 ~~30 days from their entrance on duty into their new positions.~~

611

612 ~~Supervisors will meet with new employees and trainees to discuss their performance plans at~~
613 ~~the time they are issued. Initial Performance Plan discussions will be conducted and~~
614 ~~documented in accordance with Section 5.~~

615

616 ~~E. Monitoring Performance~~

617

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

620

621 ~~F. Annual NHT Performance Appraisal~~

622

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

626

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

630

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

635

636 ~~NHT annual performance appraisals will be documented and maintained in accordance with~~
637 ~~the provisions in Section 6.~~

638

639 ~~G. Procedures for NHT Marginal and Failing Performance~~

640

641 ~~1. New Hires and Trainees with Appeal Rights~~

642

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

646

647 ~~2. New Hires and Trainees without Appeal Rights~~

648

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

655

656 Section 10.

657

658 The Agency will provide a yearly report, no later than ~~January~~ **March** of each year, to the Union
659 of the distribution of appraisal levels by position and grade level within each component, to the
660 extent permitted by law and regulation. The Agency will also provide a report of the
661 distribution of appraisal levels by EEO protected class within each component, to the extent
662 permitted by law and regulation. Such reports will not contain personally identifiable
663 information about any individual.

EXHIBIT 6

SSA Last Best Offer

Article 23 – Disciplinary and Adverse Actions

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Article 23

Disciplinary and Adverse Actions

Section 1. Statement of Purpose and Policy

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

The parties further agree that normally, discipline ~~may~~ should be preceded by ~~oral or written~~ counseling and assistance including oral or written counseling 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. Written counseling memos should be brief and will contain the date of counseling and the issue discussed. Written counselings will be maintained in the 7B file or electronic equivalent for up to one year. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

21

22 **Section 2. Timeliness of Discipline**

23

24 **If the Agency feels that disciplinary or adverse action is necessary, such action will be initiated**
25 **timely after the offense was committed or made known to the Agency.**

26

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

28

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

30

31 **Section 4. Investigations**

32

33 **A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse**
34 **action.**

35

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

38

39

40

41 **Section 5. Reprimand**

42

43 An official reprimand is a written disciplinary action which specifies the reasons for the action.
44 The reprimand will specify that the employee may be subject to more severe disciplinary action
45 upon any further offense and that a copy of the reprimand will be made a part of both the SSA-
46 7B Extension File or electronic equivalent and the Official Personnel Folder for up to 1-2 years
47 or as long as an administrative need exists (e.g., litigation, pending disciplinary actions).

48

49 If a discussion is to be held when a reprimand is given, the supervisor will advise the employee
50 of his/her right to Union representation prior to the start of the discussion. The letter of
51 reprimand will inform the employee that he/she has of the right to file a grievance on the
52 reprimand under the negotiated grievance procedure, and the right to Union representation.

53

54 Upon request, the employee and/or his/her designated representative will be provided, in a
55 timely manner, copy(s) of the material relied upon to support the reprimand.

56

57 **Section 6. Short-Term Suspensions**

58

59 A. An employee against whom a suspension for 14 days or less is proposed is entitled to:

60

61 1. An advance written notice of fifteen (15) calendar days stating the specific reasons
62 for the proposed action;

63

64 2. The right to review the material which is relied on to support the reason(s) for the
65 proposed action;

66

67 3. Ten (10) calendar days to respond orally and in writing and to furnish affidavits and
68 other documentary evidence in support of the response; and

69

70 4. Be represented.

71

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

77

78 C. After considering the employee's response, the Administration will issue a written decision.

79 Normally the deciding official will be at a higher level of management than the proposing
80 official.

81

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

84

85 Section 7, Removal, Suspension for More Than 14 Days, Reduction-in-Grade, Reduction-in-Pay,
86 and Furlough of 30 Days or Less

87

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

89

90 1. Advance written notice of thirty (30) calendar days stating the specific reasons for the
91 proposed action;

92

93 2. The right to review the material which is relied on to support the reason(s) for the
94 proposed action;

95

96 3. Twenty-five (25) calendar days to respond orally and in writing, and to furnish
97 affidavits and other documentary evidence in support of the response; and

98

99 4. Be represented;

100

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

106

107 C. After receiving the employee's response, the Administration will issue a written decision.
108 Normally the deciding official will be at a higher level of management than the proposing
109 official. If the decision is to effect an action specified in this section, it will specify the
110 reason therefore, the effective date, the action to be taken, and the decision appeal rights.

111

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

115

116 ~~The choice of the appeal forum is irrevocable. An employee shall be deemed to have~~
117 ~~exercised his/her option at such time as the employee timely initiates an action under the~~
118 ~~statutory procedures, or timely files a written grievance at the last (pre-arbitration) step,~~
119 ~~whichever occurs first. Any grievance must be initiated no later than 20 days after the~~
120 ~~effective date of the action.~~

121

122 **D. Employees shall be entitled to representation in all phases of these procedures.**

123

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

125 **5 C.F.R. Part 752.**

126

127 **Section 8. Request for Information**

128

129 **If requested by the employee or his/her representative, the Agency, in a timely manner, will**
130 **provide copies of all material including written statements by witnesses relied upon to support**
131 **the proposal notice. In addition, nothing precludes the Union from requesting additional**
132 **information in accordance with 5 USC 7114(b)(4).**

133

134 **Section 9. Requests for Time Extensions on Proposals**

135

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

138

139 Section 10. Notice to Union

140

141 The Agency will provide the Union, quarterly, a sanitized copy of all reprimands and proposals
142 of more serious disciplinary/adverse actions.

EXHIBIT 7

SSA Last Best Offer

Article 24 – Grievance Procedures

Article 24

Grievance Procedure

Section 1. Purpose

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

Section 2. Coverage and Scope

A grievance means any complaint:

- A. by an employee(s) concerning any matter relating to the employment of the employee;
- B. by the Union concerning any matter relating to the employment of any employee;
- C. by any employee(s), the Union or the Administration concerning:

23 1. the effect or interpretation, or a claim of breach, of a collective bargaining
24 agreement; or

25

26 2. any claimed violation, misinterpretation or misapplication of any law, rule or
27 regulation affecting conditions of employment.

28

29 D. Grievances on the following matters are excluded from the scope of this procedure:

30

31 1. any claimed violation of 5 U.S.C. 73 relating to prohibited political activities;

32

33 2. retirement, life insurance or health insurance;

34

35 3. a suspension or removal under 5 U.S.C. 7532 relating to national security;

36

37 4. any examination, certification, or appointment;

38

39 5. the classification of any position which does not result in the reduction in
40 grade or pay of an employee;

41

42 6. non-selection for non bargaining unit positions; or

43

44 7. non-selection for bargaining unit employees from amongst properly rated and
45 ranked candidates with the exception that employees may file grievances

46 ~~alleging unlawful discrimination as defined by Title VII. However,~~
47 ~~employees may file a grievance for non-selection from the exercise of a~~
48 ~~priority consideration. Employees may also file either a grievance or unfair~~
49 ~~labor practice, but not both, alleging anti-union animus;~~

50
51 **8. Termination of an employee serving under a probationary or trial period;**

52
53 **9. Letters of Counseling/~~Warning/Instruction or other informal discipline~~**
54 **(~~oral or written~~);**

55
56 **10. Placement of an employee on an OPS in accordance with Article 21;**

57
58 **11. Any matter that is appealable to the MSPB.**

59
60 **12. Written notice of proposed action.**

61
62 **13. Performance discussions;**

63
64 ~~**14. Non-adoption of a suggestion, disapproval of an honorary or**~~
65 ~~**discretionary award not directly related to job performance;**~~

66
67 ~~**15. The content of published Agency policy, except where it conflicts with this**~~
68 ~~**Agreement, law, or government wide regulations;**~~

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~~16. Adverse personnel action (as enumerated in Section 7512 of Chapter 75 of Title 5, United States Code) taken against probationary, temporary, or excepted service employees except where appeal rights to the Merit Systems Protection Board exist under Chapter 75 or 43 of Title 5, United States Code;~~

17. Adjudication of claims, the jurisdiction over which is reserved by Statute and/or regulation to another Federal agency, such as, but not limited to, Department of Labor determinations on workers compensation;

18. Claims alleging violations of the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et. seq.

19. Actions taken by the Employer required by lawful court orders (e.g., garnishment of wages for indebtedness or child support), or actions that can be adjudicated in an employer alternate venue, (e.g. overpayment actions);

~~20. Reduction in Force (RIF) actions;~~

21. The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments.;

92

93

~~22. Disputes regarding the grant or denial of taxpayer-funded union time;~~

94

~~EEO representational time, or LWOP related to union representational~~

95

~~activities;~~

96

97

~~23. Disputes related to exercise of authority under the management rights~~

98

~~Section 7106 of the Statute;~~

99

100

24. ~~Expiration or other Proper termination of an allotment of union dues~~

101

~~under the terms of this Agreement;~~

102

103

25. Assignment of performance ratings of record;

104

105

~~26. Performance-based actions appealed under another statutory procedure;~~

106

107

~~27. Disciplinary or adverse actions appealed under another statutory~~

108

~~procedure;~~

109

110

~~28. Disputes regarding whether these exclusions apply to a particular~~

111

~~grievance.~~

112

113

114

Section 3. Exclusivity

115

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

119

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

122

123

124 **Section 4. Representation**

125

126 A. Upon filing of a grievance, an employee may elect to be self-represented or
127 represented by a Union representative or designee approved in writing by the Union.

128

129 B. The Union has the right to be present during any proceeding under the negotiated
130 grievance procedure. If the Union is not the designated representative, a copy of the
131 grievance will be provided to the Union within five (5) workdays of the filing date.

132 The Agency will provide the Union reasonable advance notice of any grievance
133 meeting/discussion when the Union is not the designated representative. A copy of
134 each grievance decision will be timely provided to the Union, normally within five
135 workdays.

136

137 C. Where the grievant elects Union representation, meetings and communications with
138 regard to the grievant's attempts at resolution shall be made through the designated
139 Union representative.

140
141 D. For employees on flextime, the parties agree to schedule all steps in the grievance
142 process during the core hours of the grievant and representative unless the parties
143 mutually agree otherwise.

144
145 For employees on a fixed shift, the parties agree to schedule all steps in the grievance
146 process during the fixed shift of the grievant and representative unless the parties
147 mutually agree otherwise.

148
149 In situations where the grievant(s) and representative are on different work schedules
150 and/or locations, the parties agree to make every reasonable effort to schedule all
151 steps in the grievance process to the common work times of the grievant(s) and
152 representative unless the parties mutually agree otherwise.

153
154

155 Section 5. Resolution of Grievances and Employee Standing

156
157

158 The Union and the Administration agree that grievances should be settled in an orderly,
159 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

160 by the Administration and the Union to settle grievances at the ~~first level of~~
161 ~~supervision/lowest level possible~~. Employees and their representatives will be
162 ~~unimpeded and free from restraint, interference, coercion, discrimination or reprisal,~~
163 ~~consistent with 5 U.S.C. 71 and this agreement, in seeking adjustment of grievances. In~~
164 ~~accordance with Article 40, Alternate Dispute Resolution (ADR) is an option available to~~
165 ~~the parties to address disputes.~~

166

167 ~~The parties Agency may elect to by mutual agreement to combine multiple~~
168 ~~grievances filed on the same or similar issue and will process the combined~~
169 ~~grievance in accordance with the procedures described in Section 10.~~

170

171 ~~Before the Agency or Union is required to render a decision at the last first step of the~~
172 ~~grievance process, the written grievance must clearly describe the matter(s) being~~
173 ~~grieved, including the date/place of the occurrence and the individuals involved. The~~
174 ~~written grievance must also identify the article(s), and section(s), and provisions of the~~
175 ~~agreement that are involved, explain the alleged violation, and state the requested relief.~~
176 ~~Failure to provide this information will result in dismissal with prejudice of the~~
177 ~~grievance.~~

178

179 ~~If the grievance is still unclear after the grieving party has provided the above~~
180 ~~information required by the last step of the grievance process, management should seek~~
181 ~~clarification of the matter being grieved before rendering the decision.~~

182

183 Only issues identified in the written grievance will be considered by the grievance
184 deciding official. Neither party may consider issues that were not raised at the last first
185 step of the grievance process. An arbitrator may only consider issues that were raised at
186 the last first step of the grievance process.

187
188

189 Section 6. Grievability/Arbitrability Questions

190

191 In the event either party should declare a grievance nongrievable or nonarbitrable, the
192 original grievance shall be considered amended to include this issue. The parties agree to
193 raise any questions of grievability or arbitrability of a grievance, prior to the limit for the
194 written answer in the final step of this procedure, except for grievability/arbitrability
195 issues related to sunset provisions, which must be raised, at least 30-21 days prior to the
196 arbitration hearing. All disputes of grievability/arbitrability shall be referred as threshold
197 issues in the related grievance, except where the parties agree to hear the threshold issue
198 and merits of the grievance separately. Either party may raise the issue of
199 grievability/arbitrability at any time in the process up to and including arbitration.
200 If either party raises the issue of grievability/arbitrability and the grievance is
201 moved to arbitration, an initial expedited hearing will be held solely addressing that
202 issue.

203 ~~If the arbitrator determines that the matter is grievable/arbitrable, the selection of~~
204 ~~an arbitrator for a subsequent hearing on the merits will be handled in accordance~~
205 ~~with Article 25.~~

206

207 Section 7. Time Limits and Proof of Service

208

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

214

215 B. Proof of service for the filing of a grievance shall be a certified mail return receipt
216 from the United States Postal Service, a delivery receipt from a commercial delivery
217 service; or a written acknowledgement when hand delivered.

218

219 C. All the time limits in this article may be extended by mutual consent.

220

221

222 Section 8. Options

223

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

230
231 ~~Similarly, an employee affected by a prohibited personnel practice under Section~~
232 ~~2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory~~
233 ~~procedure or the negotiated procedure but not both. An employee shall be deemed to~~
234 ~~have exercised his/her option at such time as he/she timely files a grievance in writing~~
235 ~~or files a written complaint under the statutory EEO procedure, whichever event~~
236 ~~occurs first.~~

237
238 B. ~~Before filing a grievance which alleges discrimination, the employee may first~~
239 ~~discuss the allegation with an EEO counselor. This discussion must be within 45~~
240 ~~calendar days after the event causing the allegation or after the date the employee~~
241 ~~became aware of the event. The counselor shall have 30 calendar days to resolve the~~
242 ~~matter informally. If the counselor is unsuccessful, he/she will give the employee a~~
243 ~~written notice stating his/her right to file either a formal complaint under the statutory~~
244 ~~EEO procedure or a grievance under this procedure. If the employee elects to file~~
245 ~~under the negotiated procedure, he/she shall proceed under Section 9 of this article~~
246 ~~within 15 working days and if the counseling process was used, attach a copy of the~~

247 counselor's notification to the grievance. The EEO counselor will advise the
248 employee with whom the grievance may be initially filed. For the purpose of this
249 section, the Step 1 official is the official who took the action which gave rise to the
250 allegation of discrimination or his/her designee. If this official is also the Step 1, 2 or
251 3 official identified in Section 9, the grievance will be entered at that step of the
252 grievance procedure. If the official is the Step 3 official or higher, that official will
253 have 15 working days to attempt to resolve the matter and issue a decision. If the
254 matter is not resolved, the grievant will have 5 workdays to elect to have the matter
255 reviewed by a higher appropriate authority identified by the Administration. That
256 official will have 25 workdays to either resolve the matter or render a final decision.
257 If the employee does not elect to use EEO Counseling, any grievance must be
258 initiated within 45 calendar days of the event which gave rise to the allegation, or
259 after the date the employee became aware of the event, in accordance with the above
260 procedure.

261
262
263 Section 9. Procedures for Employee Grievances

264
265 Step 1

266
267 A grievance must be submitted in writing, preferably on the standard grievance form
268 provided by the Administration, and presented to the Step 1 management official
269 (designated in the Grievance Steps Chart below) within 15 working days of the action

270 ~~servicing as the basis for the grievance or within 15 working days of the date the~~
271 ~~employee became aware of or should have become aware of the act or occurrence.~~

272 ~~The written grievance should normally describe the matter(s) being grieved, include the~~
273 ~~article(s) of the agreement that is involved, explain how the article(s) is allegedly violated~~
274 ~~and state the requested relief.~~

275 ~~If multiple employees with the same Step 1 or Step 2 grievance official (per the grievance~~
276 ~~chart in Section 9 of this article) file a single grievance over the same matter, one grievant~~
277 ~~for every four (4) grievants will be selected to serve as the "de facto" grievant(s) through the~~
278 ~~completion of the remaining step(s) of the grievance process. If there are less than 4~~
279 ~~grievants to the original grievance, there will be one "de facto" grievant. Unless authorized~~
280 ~~by management, only the "de facto" grievant(s) will be permitted to attend and participate in~~
281 ~~oral presentation(s) and discussions with management regarding the grievance. If the~~
282 ~~grievance is pursued to arbitration, individual relief may be appropriate.~~

283

284 ~~If a meeting is requested, the parties must meet Within ten (10) working days after~~
285 ~~receipt of the grievance or the Step 1 official may issue a written decision, the Step 1~~
286 ~~official must hold a meeting or, if one a meeting is not requested, the Step 1 official will~~
287 ~~issue a decision in writing within ten (10) working days. If the meeting is held after the~~
288 ~~fifth workday, the Step 1 official must issue a decision within five (5) ten (10) working~~
289 ~~days after the meeting. The decision will either grant, partially grant, or deny the relief~~
290 ~~sought. The grievance may be appealed to the Step 2 official within five (5) working~~
291 ~~days after receipt of the Step 1 decision. The Step 1 official will forward the grievance~~

292 material to the Step 2 official as indicated by the grievant's election to proceed to the next
293 step.

294

295 Step 2

296

297 A. If the Step 2 official is located in the same installation as the grievant or the union
298 representative, the grievant or the union representative shall have five (5)
299 workdays to make an oral and/or written presentation.

300

301 B. If the Step 2 official is not in the same installation as the grievant or the union
302 representative, the grievant or the union representative shall have ten (10)
303 workdays to make an oral and/or written presentation.

304

305 C. The Step 2 official or designee will, as speedily as possible, attempt to resolve the
306 grievance and will, within ten (10) workdays after the presentation date give a written
307 decision containing the reasons for the decision.

308

309 D. The grievance may be appealed to the Step 3 official within five (5) workdays after
310 receipt of the Step 2 decision.

311

312 E. The Step 2 official will forward the appropriate grievance material to the Step 3
313 official as indicated by the grievant's election to proceed to the next step.

314

315 Step 3

316

317 A. If the Step 3 official is located in the same installation as the grievant or the union
318 representative, the grievant or the union representative shall have five (5) working
319 days to make an oral and/or written presentation.

320

321 B. If the Step 3 official is not located in the same installation as the grievant or the
322 union representative, the grievant or the union representative shall have ten (10)
323 workdays to make an oral and/or written presentation.

324

325 C. The Step 3 official or designee will as speedily as possible, attempt to resolve the
326 grievance and will within ten (10) workdays after the Step 3 presentation date give a
327 written decision containing the reason for the decision.

328

329 D. If the decision is not acceptable, the Union may refer it to arbitration in accordance
330 with Article 25 (Arbitration).

331

332 E. Step 2 and 3 meetings In with Field Offices (OQP, OARO, ODAR OHO, FODCO)
333 and OGC Regional Offices where oral presentations in Step 2 or Step 3 of the
334 grievance procedure are to be made to management officials outside of the
335 installation, face-to-face meetings are preferred whenever feasible. If such meetings
336 cannot be arranged within the timeframes for oral presentations, management will
337 determine the method for the oral presentation. the parties may meet at a later date

338 as scheduling will permit or may conduct the oral presentation by telephone, but will
339 not delay the grievance process longer than 30 calendar days.

340

GRIEVANCE STEPS CHART			
COMPONENT	Step One Official	Step Two Official	Step Three Official
ODAR OHO (HQ)	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
ODAR OHO (Field)	Immediate Supvr.	Next Level Supvr.	Regional Chief Admin Law Judge
Headquarters (Local 1923)	Immediate Supvr.	Br/Div Director/Center Director	Office/Staff Director or equivalent
FO (DO/BO)	Immediate Supvr.	District Manager	Area Director
FO (Non-Mega)	Immediate	TSC Manager	Regional TSC Mgr. or

TSC)	Supvr.		Next Level Supvr. if no Regional TSC Manager
FO (Mega TSC)	Immediate Supvr.	Next Level Supvr.	TSC Director
EQP OARO <u>FIELD</u>	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
DOC	Immediate Supvr.	Branch Chief	Appropriate Director
RO	Immediate Supvr.	Next Level Supvr.	ARC/MOS
OGC (Region)	Immediate Supvr.	Chief Counsel	A Deputy General Counsel
OGC (Headquarters)	Immediate Supvr.	Associate General Counsel	A Deputy General Counsel
PSC	Immediate	Next Level	ARC/PCO

	Supvr.	Supvr	
<p>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.</p>			

341

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

346

347 ~~The Step 2 and Step 3 officials listed above may use designees to complete their~~
348 ~~responsibilities. In the field council, the above delegation applies except that the Step~~
349 ~~3 official or designee in his/her immediate office will issue the decision.~~

350

351 ~~The Administration shall will not delegate down below the Step 1 or 2 official. in the~~
352 ~~line function in using designees in the grievance procedure.~~

353

354

355 Section 10. Union Management Grievance

356

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

366

367 A grievance concerning a continuing practice or condition may be presented at any time.
368 A grievance concerning a particular act or occurrence must be presented to the other
369 party within twenty-five (25) working days of the action or date the moving party became
370 aware, ~~or should have become aware,~~ of the act or occurrence.

371

372 When a grievance is filed, the parties will meet and/or discuss the matter within ten (10)
373 working days after receipt unless the grieving party waives the meeting/discussion. A
374 written decision will be issued within ten (10) ~~twenty (20)~~ working days of the meeting
375 or of the date of waiver. If the grievance is not settled by this method, the grieving party
376 may invoke arbitration within ~~ten (10)~~ thirty (30) working days after receipt of the final

377 decision. However, prior to invoking arbitration, each party will consult with appropriate
378 levels within its respective organization. Either party may move its grievance to
379 arbitration 45 calendar days after the grievance was filed.

380

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

384

385

386 Section 11. Grievance Decision

387

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

391

392

393 Section 12. Failure to Meet Requirements

394

395 A. ~~In-employee grievances~~, Failure on the part of the Administration to meet any of
396 the time requirements of ~~this~~ these grievance procedures will permit the
397 grievance to advance to the next step.

398

399 B. If the moving party after receiving a decision fails to timely pursue the grievance
400 after receiving a decision at any step of the process, the grievance shall be
401 terminated.

402
403 C. If a decision is not timely issued at the last step of the grievance procedure,
404 the moving party must invoke arbitration within ten (10) working days of
405 the date the decision would have been otherwise due, or the grievance will not
406 terminate.

407
408
409 Section 13. Withdrawal

410
411 The Union, acting as the responsible representative of all employees in the bargaining
412 unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the
413 grievance.

414
415
416 Section 14. Use of E-Mail in the Grievance Process

417
418
419 Grievances shall not be filed with the use of electronic mail since they require
420 original signature. Grievances also require All grievances require an original
421 signature at filing and proof of service (per Section 7.A. of this Article) regardless of the

422 type of grievance or where the grievance enters the process. A grievance decision at any
423 step in the process may be issued via email. Grievances filed under Section 8 or Section
424 9 of this Article may also be advanced via email through the remaining steps in the
425 process ~~subject to the restrictions in Article 11~~. When advancing a grievance via
426 email, the employee or the union representative (whichever is applicable) must request an
427 oral presentation or the oral presentation will be considered waived for that grievance
428 step.

429 If a grievance is advanced or a grievance decision is transmitted via e-mail, the email will
430 be considered received on the first workday after the day of transmission of the email.

431

432

Sidebar – Article 24

433

434 **The Agency agrees to allow grievances on appraisals and awards to be filed and**
435 **processed, up to and including arbitration, pending the United States Court of**
436 **Appeals for the District of Columbia Circuit decision of the May 25, 2018 Executive**
437 **Orders. If the D.C. Circuit declares Executive Order 13839, section 4(a) valid, the**
438 **parties will implement the ruling on the date of the decision and grievances on**
439 **appraisals and awards will immediately be excluded from the parties' grievance**
440 **procedures. Any pending appraisal or award grievance as of the date of the ruling**
441 **will be dismissed with prejudice. If the United States Supreme Court subsequently**
442 **hears the case, the parties will apply the U.S. Supreme Court decision to any**
443 **grievances filed on or after the date of the Supreme Court decision. Subject to the**
444 **outcome of the Supreme Court decision, any pending grievances on appraisals or**
445 **awards will be dismissed with prejudice as of the date of a ruling in favor of the**
446 **government.**

447 **The Agency agrees to allow grievances to be filed and processed, up to and including**
448 **arbitration, on any adverse actions, excluding removals. Employees may only**
449 **appeal removals to the Merit System Protection Board.**

450 **In consideration for the Agency agreeing to include appraisal and awards**
451 **grievances in the grievance procedures, the parties agree that if the agency**
452 **implements exclusions for appraisal and award grievances pursuant to this Sidebar,**
453 **the parties have already fulfilled any duty to bargain the implementation of those**
454 **exclusions.**

455

456

457

Article 24 Sidebar 2

458

459

460

461 ~~For the first year after implementation of this Agreement, the parties agree that~~
462 ~~grievances filed pursuant to Section 10 of this Article shall be the only type of~~
463 ~~grievance allowed for electronic filing.~~

464

465 Grievances filed pursuant to Section 10 of this Article may be filed electronically at
466 the appropriate level to a management-designated mailbox.

467

468 ~~Within 60 days after the one two year anniversary of the National Agreement, the~~
469 ~~parties agree to meet via technology to discuss how to implement electronic the~~
470 ~~feasibility continuation of filing for Section 10-9 grievances electronically. At the~~
471 ~~conclusion of the discussion, the parties may agree to continue electronic filing of~~
472 ~~Section 10 grievance or either party may elect to return to the procedures (i.e. hard~~
473 ~~copy filing) outlined in Article 24. Absent mutual agreement, the parties will~~
474 ~~continue the procedures specified in Section 9.~~

475

476 If the Agency decides to implement an electronic grievance filing system for Section
477 9 and/or Section 10 grievances, the Agency will provide the Union with advance
478 notice, a briefing, and an opportunity to consult and bargain to the extent required
479 by 5 USC 71.

480

481

EXHIBIT 8

SSA Last Best Offer

Article 25 – Arbitration

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Article 25

Arbitration

Section 1. Invoking Arbitration

~~Any grievance filed prior to July 9, 2018, concerning the assignment of ratings of record; or the award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments, cannot move to binding arbitration.~~

A grievance processed under this agreement, if unresolved, may be referred to arbitration as provided for in this article. Only the Union Council Presidents or the Administration may refer a grievance to arbitration. A notice to invoke arbitration must be in writing and served on the opposite party within fifteen (15) ten (10) work days after receipt of the written decision rendered in the final step of an a grievance filed action processed under Article 24, Section 9 (Grievance Procedure) or under the conditions specified elsewhere in this agreement (e.g. Article 24, Section 10 and Article 24, Section 8).

The parties within fifteen (15) working days prior to the date of the arbitration hearing shall try to define the issue(s). If the parties fail to agree on a joint submission of the issue for arbitration,

21 each party shall submit a separate submission and the arbitrator shall determine the issue or
22 issues to be heard.

23

24

25 **Section 2. Panels Arbitrator Selection**

26

27 ~~The parties will continue to have arbitration panels for expedited and regular arbitration hearings.~~

28 **A. The party invoking arbitration (invoking or moving party) will contact the other party**
29 **to jointly request a panel of 7 arbitrators from the Federal Mediation and Conciliation**
30 **Service (FMCS). The invoking party may unilaterally request a panel of arbitrators**
31 **from FMCS if the other party does not respond within 14 calendar days. If the**
32 **invoking party does not request a list of arbitrators from the FMCS within 30-60**
33 **calendar days of invocation, the invocation of arbitration is considered withdrawn.**

34

35 **B. The invoking party will be responsible for paying any applicable fees to the FMCS.**

36

37 **C. The invoking party will contact the other party upon receipt of the arbitrator panel**
38 **from FMCS. Initial contact will be in writing, either by letter or electronic mail, to the**
39 **non-moving party's representative. The moving party will request that the FMCS serve**
40 **a copy of the panel list on both Parties (Union and Management).**

41

42 **D. The parties will meet (usually by phone) within 14 30 calendar days of receipt of the**
43 **FMCS panel to attempt to agree upon the selection of an arbitrator from the panel. If**
44 **the parties do not mutually agree upon selection of one arbitrator, the parties shall**
45 **alternately strike names from the panel until one name remains who shall be the**
46 **arbitrator. The invoking party will have the first strike. The invoking party will notify**
47 **FMCS of the selection of the arbitrator and will simultaneously serve a copy of the**
48 **notification on the other party within 24 hours of the parties' selection of the arbitrator.**

49

50 **E. If the arbitrator does not contact the parties within 21 days of the date of the parties'**
51 **notification to FMCS, the invoking party will contact the arbitrator in writing and copy**
52 **the non-moving party in that message to request hearing dates. The arbitration will be**
53 **scheduled on a date and time when the arbitrator is available and which is mutually**
54 **agreeable to both the moving and non-moving parties.**

55

56 **F. In the event an arbitrator is not assigned as of the effective date of this agreement, the**
57 **selection procedures outlined in A-E above will apply. For cases that have an assigned**
58 **arbitrator, the arbitrator will hear the case and render a decision. In the event an**
59 **assigned arbitrator is unable to fulfill his/her responsibilities for any reason, a new**
60 **arbitrator will be selected in accordance with the selection procedures outlined in A-E**
61 **above.**

62

63 **Section 3. Removal of Arbitrators**

64

65 Any arbitrator on a panel may be removed from the list by either party between October 1st and
66 October 31st of each year by giving a written notice to the other party within this period. The
67 parties will then mutually inform the arbitrator in writing that the arbitrator has been removed
68 from the panel. Upon receipt of written notice, no further cases will be assigned to that
69 arbitrator. The arbitrator will hear and decide any cases that are scheduled for hearing within the
70 next 120 days.

71

72 By December 1st, the parties will use the existing panel roster procedures to reassign all other
73 cases of any arbitrator(s) who is removed from the panel.

74

75 Either party may also remove an arbitrator (up to 5 per fiscal year, with no more than one from
76 any individual panel) outside of the October 1st through October 31st window, by giving written
77 notice to the other party at the OLMER and General Committee Level. The parties will mutually
78 inform the arbitrator in writing of the removal. Upon receipt of written notice, no further cases
79 will be assigned to that arbitrator, but the arbitrator will hear and decide any cases scheduled for
80 hearing within the next 120 days. All other cases currently assigned to that arbitrator will be
81 assigned to another arbitrator in accordance with existing panel roster procedures.

82

83 ~~The parties may mutually agree to remove an arbitrator at any time. The parties will mutually~~
84 ~~inform the arbitrator in writing of the removal. No further cases will be assigned to that~~
85 ~~arbitrator, but the arbitrator will hear and decide any cases scheduled for hearing within the next~~
86 ~~120 days. All other cases currently assigned to that arbitrator will be assigned to another~~
87 ~~arbitrator in accordance with existing panel roster procedures.~~

88

89 ~~If an arbitrator who is removed elects not to hear and decide any scheduled cases, another~~
90 ~~arbitrator will be assigned in accordance with existing panel roster procedures.~~

91

92 Section 3.4. Refusal to Participate

93

94 Should either party refuse to participate in arbitration, the other party may present the case to the
95 assigned arbitrator, who shall have authority to render a decision. **contact the arbitrator to**
96 **raise the concern. The arbitrator will jointly discuss the concern with the parties to**
97 **attempt to resolve the concern. If mutual resolution is not reached the arbitrator will**
98 **determine how to proceed.**

99

100 Section 5.4. Arbitration Sunset Provisions

101 If a hearing date has been set as of the effective date of the this Agreement and is postponed for
102 any reason, a ~~12~~ ~~six~~-month extension from the cancellation date will be granted to hold that
103 hearing.

104 For any case for which arbitration was invoked before the effective date of the this Agreement
105 but not scheduled, the case must be heard within two years ~~six months one year~~ after the
106 effective date of this Agreement.

107 All cases invoked on or after the effective date of this Agreement must be heard within $2\frac{1}{2}$ years
108 ~~six months two years~~ from the date of invocation.

109 If any of these timeframes are not met, the case terminates and can no longer be heard.

110

111 ~~The following exceptions will be applicable to all of the above cases:~~

112 ~~A six three month extension from the end of the sunset period will be granted based on any of~~
113 ~~the following conditions: (a) postponement by the mutual consent of the parties; (b) motion of~~
114 ~~one party that is granted by the arbitrator; (c) withdrawal or termination of by the arbitrator; by~~
115 ~~the Panel; (d) (c) illness or death of the arbitrator; (e) or (d) inclement weather or catastrophic~~
116 ~~event.~~

117 ~~If a hearing is rescheduled to a date within the extended six month period and it cannot be heard~~
118 ~~because one of the exceptions above, an additional six month extension will be given to hold the~~
119 ~~hearing. However, if a party requests this additional extension under provision (b), that party~~

120 ~~will bear the full cost of the arbitrator fees and expenses including cancellation fees. Further~~
121 ~~extensions will be granted with these conditions.~~

122

123 **Section 6 5. Procedures**

124

125 A. ~~Upon selection of the arbitrator As soon as possible after invocation, each party will~~
126 ~~identify its representative for communications with the arbitrator and for responding to any~~
127 ~~questions. If either party changes the originally identified representative, that party will~~
128 ~~notify the other party, as well as the arbitrator, as soon as possible.~~

129

130

131 B. ~~The procedures used to conduct the arbitration shall be determined by the arbitrator. Each~~
132 ~~party will be entitled to have one (1) representative and one (1) technical advisor at each~~
133 ~~hearing. Each party is entitled to one (1) observer who may not participate or engage in~~
134 ~~the hearing. The Union observer, if an agency employee, will be at no cost to the Agency~~
135 ~~and must request leave to attend the hearing on official time in accordance with Article 30~~
136 ~~of this Agreement, LWOP, or paid leave and at no cost to the Agency. Employees serving~~
137 ~~as representatives, technical advisors, or observers may not use taxpayer-funded union~~
138 ~~time to pursue arbitration of grievances.~~

139

140 C. ~~The arbitrator's fees and expenses will be paid by the moving party shared equally by the~~
141 ~~parties.~~

142 D. If the Administration requests a transcript, the Administration will bear the entire cost of
143 such transcript and will furnish one copy to the Union. If either party requests a
144 transcript, the requesting party will bear the entire cost of such transcript and will
145 forward one copy to the arbitrator. If the other party wishes to have a copy of the
146 transcript, both parties will equally share the cost of all transcripts that party will pay
147 for the copy.

148 E. The arbitration hearing shall be held, if possible, on government controlled property at or
149 near the city where the dispute arose, unless the parties agree to hold the hearing elsewhere.
150 The arbitration hearing will be in a suitable meeting room at a site determined by the
151 Agency.

152
153 F. For Article 24, Section 8 and 9 grievances, the agency will pay the authorized travel and per
154 diem costs of one grievant, if the grievant is an SSA employee at the time of the hearing. If
155 the grievant is no longer an SSA employee at the time of the hearing, the agency will pay
156 authorized travel and per diem from the grievant's duty station at the time the grievance was
157 filed to the site of the hearing.

158
159 The parties agree to keep the number of witnesses to a reasonable number. A witness at a
160 hearing is precluded from serving as a representative or technical advisor at that
161 hearing. The union will pay all travel and per diem costs for its representatives and
162 witnesses with the exception that the agency will pay the travel and per diem costs of two
163 union witnesses who are current SSA employees.

164

165 The parties will normally exchange preliminary witness lists 15 workdays prior to arbitration.

166

167 G. ~~The arbitrator's decision shall be final and binding on both parties in accordance with 5~~
168 ~~U.S.C. §7122 but will have no precedential effect, unless either party files an exception to~~
169 ~~the arbitrator's award in accordance with applicable law and regulations.~~ In other than
170 expedited cases, the arbitrator shall make specific finding of fact(s) based on the evidentiary
171 record. However, either party may file an exception to the arbitrator's award in accordance with
172 applicable law and regulations. The arbitrator will be requested to render the decision as quickly
173 as possible, but in any event not later than the timeframes specified in Section 9 of this article
174 unless the parties mutually agree to extend the time limit.

175

176 H. If the arbitration award is unclear to either party, the award shall be returned to the arbitrator
177 for clarification.

178

179

180 Section 6 7. Effect of Arbitrator's Award

181

182 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms
183 of this agreement.

184

185 **Section 7.8. Expedited Arbitration Procedures**

186

187 **The moving party will request a list of arbitrators who are willing to hear expedited cases**

188 **The following expedited arbitration procedure is hereby adopted with respect to any grievance**

189 **which involves:**

190

191 **— An employee's formal performance appraisal, other than demotions or removals for**

192 **unacceptable performance under 5 U.S.C. Chapter 43;**

193

194 **- Final decision to withhold a within-grade salary increase;**

195

196 **- Reprimands and suspensions of 14 days or less;**

197

198 **— Counseling and oral warnings; Grievability/Arbitrability Determinations;**

199

200 **- Action imposing sick leave restriction;**

201

202 **- Denials of sick leave, annual leave, and LWOP;**

203

204 - AWOL charges; and

205

206 - Any other matter mutually agreed upon.

207

208 A. The parties agree that the primary purpose of this supplemental arbitration procedure is to
209 provide a swift and economical method for the resolution of identified disputes. The parties
210 agree to take positive action to see that this purpose is fulfilled; and, in addition the arbitrator
211 shall have the authority to take steps necessary to see that the purpose is fulfilled.

212

213 The hearing shall be informal.

214

215 No briefs shall be filed or transcripts made.

216

217 There shall be no formal evidence rules.

218

219 If possible, two (2) cases a day will be scheduled and heard by the same arbitrator.

220

221 The hearing shall be scheduled not more than sixty (60) days after notification to the
222 arbitrator. If the designated arbitrator is not available to conduct a hearing within sixty (60)

223 ~~days, the next panel member in rotation shall be notified until an available arbitrator is~~
224 ~~obtained.~~

225

226 B. ~~A single case should normally not require more than four (4) hours to be heard with each~~
227 ~~party being allowed up to two (2) hours to examine witnesses and make opening and closing~~
228 ~~statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily~~
229 ~~extended because of irrelevant or repetitious testimony. The arbitrator may also waive the~~
230 ~~time limits for good and sufficient reasons.~~

231

232 C. ~~The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall~~
233 ~~render the decision within seven (7) five (5) work days forty eight (48) hours after~~
234 ~~conclusion of the hearing. This decision shall be based on the record developed by the~~
235 ~~parties before and at the hearing and shall include a brief written explanation of the decision.~~

236

237 D. ~~The arbitrator's decision shall be final and binding on both parties in accordance with 5~~
238 ~~U.S.C. §7122, but will have no precedential effect. However, unless either party may file~~
239 ~~an exception to the arbitrator's award in accordance with applicable law and regulations.~~

240

241 ~~Section 7-8. Review Process (moved and revised from Section 9)~~

242 At the approximate mid-point of the National Agreement, the Parties will review the status
243 of the arbitration process. This will include a review of the FMCS process, and how it is
244 working. If the parties mutually agree, Section 2 of Article 25 may be reopened, in order to
245 update or modify any provision.

246

247

248 ~~Section 9. Panels~~

249

250 ~~I. Purpose:~~

251

252 ~~It is to the advantage of both Parties to minimize the cost of travel and expenses to be paid~~
253 ~~and shared for the selected arbitrators, as well as their availability for a given timeframe.~~

254 ~~Therefore, the Parties constituted panels for both regular and expedited arbitrations,~~
255 ~~established a National case control system for the panels, and adopted the following~~
256 ~~provisions:~~

257

258 ~~II. Structure:~~

259

260 A. Each regular and expedited panel will be composed of the number of arbitrators indicated
261 below for both panels. There will be one regular and one expedited panel for each of the
262 following geographic areas:

263
264 1. Baltimore-Washington (20) (Panel 1)

265 (Headquarters, Washington, D.C., the entire States of Maryland and Virginia)

266

267 2. Philadelphia (10) (Panel 2)

268 (Eastern Pennsylvania, Southern New Jersey and Delaware)

269

270 3. New York (20) (Panel 3)

271 (Metropolitan area, Northern and Central New Jersey)

272

273 4. Syracuse (5) (Panel 4)

274 (Western New York)

275

276 5. Albany (5) (Panel 5)

277 (Eastern New York)

278

279 ~~6. Boston (10) (Panel 6)~~

280 ~~(Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine)~~

281

282 ~~7. Atlanta (10) (Panel 7)~~

283 ~~(N. Georgia, North and South Carolina)~~

284

285 ~~8. Florida (10) (Panel 8)~~

286 ~~(Florida, S. Georgia)~~

287

288 ~~9. Birmingham (10) (Panel 9)~~

289 ~~(Alabama, Kentucky, Tennessee, and Mississippi)~~

290

291 ~~10. Pittsburgh (5) (Panel 10)~~

292 ~~(Western Pennsylvania, West Virginia)~~

293

294 ~~11. Chicago (10) (Panel 11)~~

295
296
297
298
299
300
301
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303
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307
308
309
310
311
312

~~(Illinois, Wisconsin, and Minnesota)~~

~~12. Cleveland (10) (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 (10) (Panel 14)~~

~~(Texas, Oklahoma, Louisiana, Arkansas, and New Mexico)~~

~~15. Seattle/Portland (10) (Panel 15)~~

~~(Washington, Idaho, Oregon, and Montana)~~

~~16. San Francisco (10) (Panel 16)~~

~~(Northern California, Northern Nevada)~~

313 ~~17. Los Angeles (10) (Panel 17)~~

314 ~~(Los Angeles, South Central Valley and Coastal Area, San Diego, and Imperial~~
315 ~~Counties, Arizona and Southern Nevada)~~

316

317 ~~18. Puerto Rico (5) (Panel 18)~~

318 ~~(All of Puerto Rico and the Virgin Islands)~~

319

320 ~~19. Alaska (2) (Panel 19)~~

321

322 ~~20. Hawaii (3) (Panel 20)~~

323

324 ~~B. New panels can be established or panels can be reformed as the Parties jointly decide.~~

325 ~~Similarly, the Parties can jointly reduce the size of panels or alter the method of selecting~~
326 ~~panels as they see fit.~~

327

328 ~~III. Exclusions~~

329

330 ~~If an arbitration arises and a panel is depleted, the moving party will request a list of 7~~

331 ~~arbitrators from FMCS within 60 calendar days from the date of invocation. The request will~~

332 include the rates specified in this Article. The parties will equally share the costs of the
333 requested list from the FMCS. Within ten (10) workdays after receipt of the list, the parties
334 will consult in an attempt to select an arbitrator from the list. If agreement is not reached,
335 each party will strike from that list until one arbitrator is selected, who will hear that case. A
336 coin toss will determine which party strikes first. If the invoking party does not request a list
337 of arbitrators from the FMCS within 60 calendar days of invocation, the invocation of the
338 arbitration is considered withdrawn. The parties will equally share the arbitrator costs.

339

340 IV. Fee Schedule

341

342 A. Expedited Arbitration

343

344 1. The fee for all expedited cases will be \$500 a case.

345

346 2. If the hearing is cancelled or postponed 9 calendar days or less prior to the scheduled
347 hearing date and the arbitrator is so notified, or if the arbitrator appears at the hearing
348 and the case is settled or cancelled by the parties without a hearing, the arbitrator
349 shall be paid the arbitrator's published cancellation fee, not to exceed \$500 per case,
350 plus any travel and lodging expenses that the arbitrator incurs. If the hearing is
351 cancelled or postponed 10 calendar or more days prior to the scheduled hearing date
352 and the arbitrator is so notified, there is no charge to the Parties.

353

354

~~3. The Parties agree to pay up to ½ study day for each expedited case heard.~~

355

356

~~B. Regular Arbitration~~

357

358

~~1. Arbitrators selected will be paid their regular published rate on file with FMCS up to a maximum of \$1,000 a day, or portion thereof for hearing days. Study days will be paid at the Arbitrator's published fee up to a maximum of \$1,000 a day.~~

359

360

361

362

~~2. 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.~~

363

364

365

366

~~3. 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.~~

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392

4. If the hearing is cancelled 15 calendar days or more 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. 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.

B. 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.

393

394 ~~C. The arbitrator will be available to hear cases all year long within the entire geographical~~
395 ~~area of his/her panel assignment. Failure to adhere to this provision is grounds for~~
396 ~~removal from the panels.~~

397

398 ~~D. Any arbitrator who removes himself/herself from any panel forfeits assigned cases.~~

399

400 ~~E. The arbitrator will abide by and be reimbursed for travel and per diem expenses in~~
401 ~~accordance with Federal Travel Regulations.~~

402

403 ~~F. Arbitrators will be informed in the "Rules for Arbitrators serving on Panels" that if a~~
404 ~~decision in a regular arbitration is not rendered within 45 days, their fees will be reduced~~
405 ~~by 20%. If a decision is not rendered within 90 days, the original fee will be reduced by~~
406 ~~40%.~~

407

408 ~~Arbitrators will be informed in the "Rules for Arbitrators serving on Panels" that if a~~
409 ~~decision in an expedited arbitration is not rendered within 15 days, their fees will be~~
410 ~~reduced by 20%. If a decision is not rendered within 30 days, the original fee will be~~
411 ~~reduced by 40%.~~

412

413 ~~These timeframes begin either the day after the hearing concludes or the day after post-~~
414 ~~hearing briefs (if applicable) are due, whichever is later. The Parties may mutually agree~~
415 ~~to extend the timeframes for a decision without imposing a reduction in fee penalty.~~

416
417 ~~G. If the arbitrator is unavailable due to illness to hear a case, the arbitrator's name will be~~
418 ~~placed at the bottom of the panel rotation list. Should an arbitrator decline to hear a case,~~
419 ~~he/she may be removed from the panel by mutual agreement of the parties.~~

420
421 ~~H. If a case is settled, cancelled or postponed by the Parties, the arbitrator's name will be~~
422 ~~placed at the beginning of the appropriate panel rotation list.~~

423
424 ~~I. Any arbitrator who refuses to participate in a hearing in accordance with Article 25 of the~~
425 ~~National Agreement will be removed from the panel.~~

426
427 ~~VI. Removal and Replacement of Arbitrators~~

428
429 ~~A. If due to attrition, any panel has less than 50% of the number of arbitrators specified in~~
430 ~~Section 9.II of this Article, the Parties will request a list of arbitrators from the Federal~~
431 ~~Mediation and Conciliation Service. The parties will share the costs of any list(s)~~
432 ~~requested. The foregoing process will not prevent the Parties from considering other~~

433 interested arbitrators who wish to serve on the panels. The Parties at the national level
434 will take steps to ensure that all panels are adequately staffed.

435

436 B. The parties will write to the entire list of arbitrators to determine the arbitrators'
437 availability and acceptability of the conditions and/or fee and expenses for both regular
438 and expedited panels.

439

440 C. The Parties will compile a final list of available arbitrators into a list of qualified
441 candidates for each panel of regular and each panel of expedited arbitration. A final list
442 of at least 5 for each panel vacancy must be established before the striking process
443 begins. If 5 arbitrators are not available for each panel vacancy, an additional request
444 will be made to FMCS for additional names of arbitrators, including their biographical
445 sketches.

446

447 This process will be repeated until a list of 5 available arbitrators is established.

448

449 D. A coin toss will determine which party strikes first. The striking will be accomplished by
450 phone or in person. However, no travel is authorized for the striking process unless by
451 mutual agreement.

452

453 ~~E. The Parties will use an appropriate joint letter (Appendix A1) to send to arbitrators~~
454 ~~regarding their removal as well as for soliciting for replacement arbitrators.~~

455
456 ~~F. An arbitrator will be removed from the panel on the date of the joint removal letter to the~~
457 ~~arbitrator (Appendix A1). This letter may be sent to the arbitrator at any time SSA's~~
458 ~~panel coordinator and AFGE's panel coordinator mutually consent to the arbitrator's~~
459 ~~removal. Absent mutual consent, the parties will follow the procedures in Section 3 of~~
460 ~~this Article.~~

461

462 ~~VII. Operation of the Panels~~

463

464 ~~Each Party will have a Panel Representative. If the Panel Representative is unavailable, the~~
465 ~~Parties may designate backups to perform panel functions.~~

466

467 ~~Arbitrators will be assigned weekly based upon the date of invocation of arbitration. The~~
468 ~~Party invoking arbitration will send copies of the invocation to both Panel Representatives~~
469 ~~simultaneously. The moving party may utilize e-mail to invoke arbitration. The invocation~~
470 ~~will specify if the case is a regular or expedited arbitration. The invocation will include the~~
471 ~~name, address, telephone and fax number of the representative invoking arbitration and date~~
472 ~~of the final step grievance decision or that no final decision was issued.~~

473

474 In the case of any disagreement between the Parties on whether the arbitration is a regular or
475 expedited arbitration, the panel representatives will refer to Section 8 of this Article to
476 determine if the expedited or regular arbitration process will be used. If the parties still do
477 not agree on which process will be utilized, the procedural issue of whether the case is
478 expedited or regular will be settled by the arbitrator assigned, by prehearing conference call.

479

480 The panel representatives (or backups) will contact each other once a week at a mutually
481 agreed upon time for the purpose of assigning arbitrators on the invocations received that
482 week. If one panel representative (backup) is unavailable, the panel representatives will
483 mutually agree to another time as soon as possible to make the arbitrator selection.

484

485 Panel representatives (backups) will proceed to assign arbitrators for the invocations. If there
486 is more than one invocation for a panel, the invocation dated first will be selected first. If
487 there is more than one invocation for a particular date and panel, the Parties agree to take turn
488 selecting which case is assigned next. If only the moving party's representative has received
489 an invocation, an arbitrator will be assigned and a copy of the invocation will be forwarded
490 to the other party's panel representative so that each side has a copy of all invocations.

491

492 A control number will be assigned to the case, which will be referenced in all correspondence
493 on the case. The panel representative (backups) will forward notice of selection, case control
494 number and arbitrator's telephone number to their respective litigators.

495
496 The Parties will contact the arbitrator and set a date, time and place for the hearing when they
497 are ready to move the case to hearing.

498
499 After a date for hearing is set by the Parties, the litigators will complete and send to their
500 respective panel representative confirmation of the arbitrator selected, with details regarding
501 the agreed upon hearing date, time and place.

502
503 If, for any reason, the arbitration is cancelled, the litigators will jointly inform the panel
504 representatives in writing. This action will automatically place the arbitrator on the top of his
505 or her respective panel.

506
507 The Agency panel representative will send a confirming letter to the arbitrator with the date,
508 time and place of the hearing specified. She/he will enclose billing directions and
509 information on Government travel regulations for the arbitrator. A copy of the confirmation
510 letter with attachments will be sent to the litigators.

511

512 ~~If the arbitrator's travel billing is questioned by either side, a copy of all correspondence~~
513 ~~concerning this will be sent to the other party.~~

514

515 ~~A printout of the panel screens will be provided to the panel representative prior to each~~
516 ~~week's meeting when the panel representatives select and assign arbitrators to pending cases.~~

517

518 ~~The Union's panel representative will be provided with reasonable official time to perform~~
519 ~~the duties and responsibilities associated with these functions. This official time will be~~
520 ~~handled in accordance with Article 30. It is understood that no travel or per diem will be~~
521 ~~authorized in connection with these functions.~~

522

523 ~~The Parties recognize that it is in their best interest to discuss and resolve any problems that~~
524 ~~arise with these procedures. These procedures may be changed by mutual agreement of the~~
525 ~~Parties.~~

526

527 ~~VIII. Combined Cases~~

528

529 ~~The Parties recognize that it can be efficient and cost effective to join cases to be heard by an~~
530 ~~arbitrator at a single hearing. The Parties encourage representatives at the panel level to~~
531 ~~work together to identify and schedule cases that can be joined and heard consecutively.~~

532

533 ~~EX. Review Process~~

534

535 ~~At the approximate mid-point of the 2012 National Agreement, the Parties will review the status~~
536 ~~of the arbitration panel process. This will include a review of the fee schedule, and how it is~~
537 ~~working. If the parties mutually agree, this section (9) of Article 25 may be reopened, in order to~~
538 ~~update or modify any provision.~~

539

540

541 ~~(Appendix A1)~~

542

543 ~~Panel~~

544

545 ~~Mr.~~

546

547 ~~Dear Mr. :~~

548

549 ~~This is to notify you that you are being removed from the permanent panel of arbitrators as~~
550 ~~established by the American Federation of Government Employees, General Committee and the~~
551 ~~Social Security Administration.~~

552

553 ~~As of (insert date), no further cases will be assigned to you. However, if a hearing is scheduled~~
554 ~~within the next 120 days, you may hear and decide that case. All other cases assigned to you~~
555 ~~will be reassigned.~~

556

557 ~~Thank you very much for your participation on the arbitration panel(s).~~

558

559 ~~Sincerely~~

560

561

562

563 ~~Panel Designee~~ _____ ~~Panel Designee~~

564

565 ~~American Federation of~~ _____ ~~Social Security Administration~~

566 ~~Government Employees~~

567

568 ee:

569 ~~Federal Mediation and Conciliation Service~~

EXHIBIT 9

SSA Last Best Offer

Article 26 – Merit Promotion

1 Article 26

2
3 Merit Promotion

4 (This article is effective November 3, 2013^a)

5
6
7 Section 1. Purpose and Policy

8
9 The purpose of the provisions contained herein are to ensure that merit promotion principles are
10 applied to all employees without regard to political, religious, or labor organization affiliation or
11 non-affiliation, marital status, race, color, sex (including sexual orientation and gender
12 identity), national origin, disability, disabling condition, age, sexual orientation, genetic
13 information, gender identity, and shall be based solely on job-related criteria. This article sets
14 forth the merit promotion system, policies, and procedures applicable only to bargaining unit
15 positions in the Administration.

16
17
18 Section 2. Career Development Programs

20 A. The Agency will publicize all career development programs when they are announced.
21 Announcements will contain adequate specific application instructions. Such programs will
22 be offered depending on the availability of funds and the needs of the Agency. The parties
23 agree that Career Development programs will be an agenda item of the AFGE/SSA Labor
24 Management Forum.

25
26 Career Development Programs will provide opportunities for temporary developmental
27 assignments to increase knowledge of SSA programs and work processes. The National
28 Training Committee will also be an appropriate forum for making recommendations and
29 sharing information on agency-wide career development programs.

30
31 B. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career
32 development programs.

33

34

35 Section 3. Career Ladder Positions

36

37 A. Career ladder positions help employees to develop to successfully perform higher-level
38 duties through training and incremental assignment of more complex work. The
39 responsibilities assigned to the entry levels of career ladder positions will involve more

40 basic skills and knowledge, as compared to the journey level responsibilities. The
41 responsibilities at each level of the career ladder position will be conveyed to employees
42 through the position description and career ladder plan. Career ladder plans and/or
43 revisions of plans will be tailored to the complexity of the job duties.

44

45

46 B. Each career ladder position will have a career ladder plan. The career ladder plan will outline
47 the criteria for each grade level which an employee must meet in order to be promoted. An
48 electronic copy of the plan will be given made available to each employee upon entry into
49 the career ladder position and when he/she is promoted to a new level of the career ladder
50 plan. The employee will also be advised of his/her earliest date of promotion eligibility. In
51 addition, the employee and the union will be provided with an electronic copy of any revised
52 career ladder plan within 30 days of each revision. When career ladder plans are established
53 and/or revised, the Administration will provide notice to the Union. Bargaining, to the extent
54 required by 5 USC 71-law, will be in accordance with Article 4.

55

56

57 Section 4. Career Ladder Advancement

58

59 A. At the time the employee reaches his/her earliest date of promotion eligibility, the
60 Administration will decide whether or not to promote the employee.

61

62 1. If an employee is eligible for promotion, the Administration will certify the promotion
63 which will be effective at the beginning of the first pay period after the requirements are
64 met.

65

66 2. If an employee is not meeting the criteria for promotion to the next grade level of
67 the career ladder, the employee will be provided with 45 30 days written notice
68 prior to earliest date of promotion eligibility.

69

70 ~~B.~~ In the event that the employee met the promotion criteria but the appropriate
71 management official failed to initiate the promotion timely, the promotion will be
72 retroactive to the beginning of the first pay period after the pay period in which
73 the requirements were met.

74

75 B. At any time a supervisor and/or the employee recognizes the employee's need for
76 assistance in meeting the career ladder advancement criteria, the supervisor will develop
77 a plan with input from the employee to assist the employee in meeting those performance
78 expectations or the career ladder advancement criteria. The plan should include all
79 applicable training as well as any other appropriate support.

80

81 If a non-probationary employee fails to meet the promotion criteria after the appropriate
82 assistance, the Administration will:

83

84

1. Provide the employee with additional time to meet the promotion
criteria. The Agency will promote the employee at any time that the
employee meets the promotion criteria or

85

86

87

2. Reassign the employee to another position at the same grade and step.

88

89

Section 5. Applicability of Competitive Procedures

90

91

A. Promotions - Any selection for promotion of more than 120 days must be made on a
competitive basis unless it is excluded by Section 6 below.

92

93

94

B. Reassignments/or Changes to Lower Grade - Any selection to a position that provides
specialized experience as defined in the OPM Qualification Standards that the employee does
not already have and is required for subsequent promotion to a designated higher-grade
position and/or to a position with known promotional potential must be made on a
competitive basis.

95

96

97

98

99

100

~~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~~

101

102

103 ~~Standards required for subsequent promotion to a designated higher grade position. (Moved~~
104 ~~in part to A and covered in B)~~

105

106 D C. Training - Competitive procedures will be applicable to selections for training when
107 eligibility for promotion to a particular position depends on whether the employee has
108 completed that training.

109

110 E-D. Appointments - Competitive procedures apply to the transfer of a Federal employee
111 or to the reinstatement of a former Federal employee to a position above the highest
112 grade previously held permanently unless the position is a higher-graded successor
113 position or to a position at or below that grade if the position has promotional potential
114 above the highest grade previously held permanently. The employee must not have been
115 demoted or separated for personal cause from the higher grade(s) and, when competitive
116 procedures apply, be identified as a well-qualified candidate with eligible SSA
117 employees to be eligible for appointment. To the extent feasible, the same qualification
118 standards and the same methods of evaluation will be applied to both SSA employees
119 and persons being considered for appointment to higher-graded positions above the
120 highest grade previously held permanently by transfer or reinstatement.

121

122 E. Selection from an OPM-approved register or delegated examining unit certificate.
123 (moved from Section 6.D.2)

124

125 F. Participation in a bargaining unit Career Development Programs may not be used to
126 non-competitively place participants into bargaining unit positions.

127

128

129 Section 6. Applicability of Noncompetitive Actions

130

131 A. Promotions - The following promotions may be taken on a noncompetitive basis unless
132 otherwise provided:

133

134 1. Promotion of the incumbent of a position that is reclassified at a higher grade due to the
135 accretion of additional duties and responsibilities and not a planned management action.
136 To be eligible for a noncompetitive promotion in this situation the employee must have
137 performed the higher-level duties for at least 6 months, must have continued to perform
138 the same basic function, and the employee's former position must be absorbed
139 administratively into the new position.

140

141 2. Promotion of an incumbent or an individual entitled to reemployment rights to a position
142 that is reclassified to a higher grade without significant change in duties or
143 responsibilities, either on the basis of a new classification standard or as the result of

144 correction of an original classification error. When the incumbent of the upgraded
145 position meets the legal requirements and qualification standards for promotion to the
146 higher grade, the incumbent will be promoted.

147
148 3. Promotion of an employee previously selected competitively for a lower step of a career
149 ladder.

150
151 4. Promotion after receiving priority consideration.

152
153 5. Promotion of an employee when directed by authorized authorities (i.e., judges,
154 arbitrators, FLRA and other appropriate authorities).

155
156 6. Agencies may non-competitively reinstate, transfer, promote an employee up to the
157 highest grade and step previously held on a permanent basis under career or career-
158 conditional appointment, provided the employee was not demoted or separated from that
159 grade because of deficiencies in performance or "for cause" reasons.

160
161 7. Temporary promotions to a higher grade totaling 120 days or less during any 12 month
162 period. If a temporary promotion that was not expected to exceed 120 days was

163 originally made on a noncompetitive basis, any extension beyond 120 days must be made
164 under competitive procedures.

165

166 8. Career ladder promotions following noncompetitive conversion of a Pathways Program
167 employee in accordance with the requirements of applicable OPM policy.

168

169 9. Promotion of an employee covered by an approved training agreement.

170

171 10. Promotion of an employee placed competitively in a trainee position.

172

173 B. Reassignments/ or Changes to Lower Grade - A reassignment or change to lower grade to a
174 position that does not provide specialized experience as defined in the OPM Qualification
175 Standards that the employee does not already have and is required for subsequent promotion
176 to a designated higher-grade position or to a position having no known promotional potential
177 may be taken on a noncompetitive basis.

178

179 C. Details - The following details may be made on a noncompetitive basis:

180

181 1. Details Assignments of 120 days or less to a higher-grade position.

182

183 2. Details Assignments of 120 days or less to a position at the same or lower grade with
184 known promotional potential, or to a position which provides specialized experience as
185 defined in the OPM Qualification Standards required for subsequent promotion to a
186 designated higher-graded position.

187

188 3. Details Assignments to a position at the same or lower grade with no known promotion
189 potential, or to a position which does not provide specialized experience as defined in the
190 OPM Qualification Standards required for subsequent promotion to a designated higher-
191 graded position.

192

193 4. Details Assignments to unclassified duties.

194

195 Promotional credit or points may not be given for any non-competitive assignments detail,
196 including any non-competitive temporary promotions.

197

198

199 D. Other Noncompetitive Actions

200

- 201 1. Conversion of an employee from a temporary promotion to a permanent promotion in the
202 same position and office provided the vacancy announcement for the temporary
203 promotion indicated that the promotion could later become permanent.
- 204
- 205 ~~2. Selection from an OPM approved register or delegated examining unit certificate of~~
206 ~~eligibles. (moved to Section 5.F.)~~
- 207
- 208 23. Transfer of a Federal employee or reinstatement of a former Federal employee (including
209 conversion to reinstatement from a temporary appointment) to a position at the same or
210 lower grade than the highest permanent grade held under a career or career-conditional
211 appointment provided the candidate was not demoted or separated for personal cause
212 from a higher grade and also provided that the position does not have known promotional
213 potential to a grade higher than the highest permanent grade held.
- 214
- 215 34. Reinstatement to the same career ladder position for which an employee was previously
216 selected competitively or to a similar career ladder position having similar qualification
217 requirements and having no greater known promotional potential.
- 218
- 219 45. Reinstatement of a former SSA employee to a position which is the higher-graded
220 successor to a position he/she previously held. Such reinstatements may be made non-

221 competitively when classification of the successor position is based on the establishment
222 of a new position classification standard or the revision of a position classification
223 standard.

224

225 56. A position change permitted by reduction-in-force regulations.

226

227

228 E. Additional procedures for noncompetitive details are described in Article 27.

229

230

231 Section 7. Vacancy Announcements and Areas of Consideration

232

233 A. All actions requiring the use of competitive procedures under this Agreement will be
234 announced on the SSA Intranet/Internet, e.g. Internal Vacancy On-line (IVOL).

235

236 B. Areas of Consideration- The area of consideration for a position vacancy is that area in which
237 the Administration should reasonably expect to locate enough well-qualified candidates.
238 Employees within an area of consideration are given the opportunity to be considered by
239 means of the vacancy announcement and application procedures and/or by being
240 automatically considered without having to submit an application. Unless otherwise

Article 26

241 indicated in this article, areas of consideration are applicable when filling bargaining unit
242 position vacancies are as follows:

243

244 1. The normal area of consideration for positions with Baltimore/Washington,
245 D.C./Falls Church headquarters duty stations is Baltimore/Washington, D.C./Falls
246 Church headquarters-wide. At the discretion of management, the normal area of
247 consideration for positions at this level may be expanded.

248

249 2. 1. The normal area of consideration for positions at the GS-8 through GS-15 levels and
250 equivalent FWS Wage Grade levels is SSA region-wide and 4100 applicants. This area
251 of consideration includes all SSA installations in the region in which the duty stations of
252 the vacancy is geographically located. At the discretion of management, the normal area
253 of consideration for positions at this level may be expanded to include all, or portions, of
254 other regions or SSA nationwide.

255

256 3. 2. The normal area of consideration for positions at the GS-7 level and below and
257 equivalent FWS Wage-Grade levels is SSA commuting area wide and 4100 applicants.
258 This area of consideration includes all SSA installations in the commuting area of the
259 vacancy. At the discretion of management, the normal area of consideration for positions
260 at this level may be expanded to include all, or portions, of other regions or SSA
261 nationwide.

262

263 4. 3. When a position is established at the grade of full performance level, together with
264 one or more trainee grades, the grade of the full performance level will be used to
265 determine the area of consideration for the trainee positions regardless of the grade at
266 which it is being filled at any given time.

267
268 C. ~~The following relationship exists between SSA/ODAR Headquarters and SSA Region III~~
269 ~~(Philadelphia: For positions in the Philadelphia Region, the term "region-wide" includes~~
270 ~~excludes SSA Headquarters in Baltimore, Maryland/Washington D.C., and ODAR OHO~~
271 ~~Headquarters in Falls Church, Virginia.)~~ **At the discretion of management, the normal**
272 **area of consideration for positions at this level may be expanded.**

273
274 **D. For positions/organizations not covered in this section, management will determine the**
275 **appropriate area of consideration.**

276
277 ~~The following relationships exist between the Regions and the Program Service Centers:~~
278 ~~— For positions in the Northeastern PSC, the term "SSA region-wide" includes both the~~
279 ~~Boston and New York regions. Similarly, for both the Boston and New York regions, the~~
280 ~~term includes the Northeastern PSC.~~
281 ~~— For positions in the Mid-America PSC, the term "SSA region-wide" includes both the~~
282 ~~Kansas City and Dallas regions. Similarly, for both the Kansas City and Dallas regions,~~
283 ~~the term includes the Mid-America PSC.~~

284 For positions in the Western PSC, the term “SSA region wide” includes the Denver,
285 Seattle, and San Francisco regions. Similarly, for the Denver Seattle, and San Francisco
286 regions, the term includes the Western PSC.

287

288 **E. Reducing the Area of Consideration.**

289

290 **When solicitation throughout the normal area would be clearly impractical because of**
291 **operational needs, management may reduce the area of consideration may only be reduced**
292 **by mutual consent of the parties. The announcement package will document the reduced area**
293 **of consideration. Management will identify the clear operational needs to the union**
294 **upon request.**

295

296 **E. Expanding the area of consideration. When the area of consideration is not expected to**
297 **produce an adequate number of well qualified candidates for the selecting official's**
298 **consideration, Management can expand the area of consideration. The vacancy**
299 **announcements will identify the expanded area of consideration.**

300

301 **F. Employees outside the normal area of consideration may request a reassignment or change**
302 **to lower grade consideration via the 4100 general availability process by identifying**
303 **themselves as a 4100 applicant in the electronic occupational questionnaire.**

304

305 **G. Automatic Areas of Consideration.**

306 ~~Management may request an automatic area of consideration, defined as the automatic~~
307 ~~consideration of incumbents of a specific organizational component or other grouping of~~
308 ~~positions without being required to apply for the vacancy.~~

309
310 ~~2) An area of automatic consideration consists of employees who are identified as~~
311 ~~candidates for a vacancy without being required to apply. An area of automatic~~
312 ~~consideration will be used together with a vacancy posting procedure and applicants will~~
313 ~~be assessed with those in the automatic area of consideration.~~

314
315 ~~G.H. If the agency posts a vacancy announcement for a bargaining unit position and there are~~
316 ~~less than 10 bargaining unit employees who meet the minimum qualifications for the position~~
317 ~~within the commute area of the vacancy, the agency will decide whether to authorize~~
318 ~~relocation expenses at the time the announcement is posted.~~

319
320 ~~I. H. When filling a higher graded position which has been created by reengineering the duties~~
321 ~~of one or more lower graded position(s), the area of consideration will be restricted to the~~
322 ~~incumbents of the lower graded positions(s).~~

323
324 Section 8. Information on Vacancy Announcements.

325
326 A. Vacancy announcements will include, as a minimum:

327 1. Statement of nondiscrimination;

- 328 2. Announcement number and opening and closing dates;
- 329 3. Position number(s), title(s), series, and grade(s);
- 330 4. Number of vacancies to be filled;
- 331 5. Promotional test to be used, if any;
- 332 6. Geographic and organizational location;
- 333 7. Time in grade requirements, if any;
- 334 8. Area of consideration;
- 335 9. Summary of qualification requirements (including KSA's).
- 336 10. Hours of work and/or the availability of alternative work schedule options, including
- 337 telework;
- 338 11. If appropriate, a statement that the vacant position is a trainee position leading to a
- 339 noncompetitive promotion;
- 340 12. Permanent or temporary nature, and duration, if temporary;
- 341 13. Filing instructions.
- 342 14. Name and telephone number of the personnel specialist or other individual to contact
- 343 for specific assessment criteria and other information relating to the announcement;
- 344 15. The Servicing Personnel Office (SPO);
- 345 16. Closing date of the announcement;
- 346 17. Statement as to whether the agency will pay relocation expenses for the vacancy. All
- 347 relocation expenses will be in accordance with federal travel regulations and other
- 348 applicable laws and government wide rules and regulations.

349 18. The rating and ranking criteria.

350

351 B. Announcing Career Ladder Vacancies and Vacancies Covered by Training Agreements.

352

353 1. Career ladder vacancies and vacancies covered by training agreements may be
354 announced at any or all grades.

355

356 C. Posting and Distribution of Vacancy Announcements.

357

358 1. Vacancy announcements will be posted on the SSA Intranet/Internet.

359

360 2. Individual vacancy announcements will remain open and posted for 15 10
361 workdays.

362

363 3. Open continuous announcements will remain posted at all times unless the
364 Administration determines to discontinue the use of these announcements. An
365 employee may file at any time as outlined in the vacancy announcement. The
366 cutoff date for the applicants to be considered for a specific vacancy will be the
367 date the request to fill the vacancy is received in the SPO. Applications received
368 after that date will be considered for future vacancies.

369

370 **D. Amending Vacancy Announcements.** If a vacancy announcement has been posted and is later
371 found to contain a substantial error, the announcement will be amended if the selecting
372 official still intends to fill the position under the competitive process. The amendment should
373 cite the change(s) and indicate whether or not the original applicants need to re-file in order
374 to be considered.

375

376 **E. If a vacancy announcement is cancelled,** notice will be posted on the SSA Intranet. The
377 reason for the cancellation will be made part of the promotion file and provided to AFGE
378 upon request. Such cancellations will not be used to compromise merit promotion principles.

379

380

381 **Section 9. Employee Applications**

382

383 **A. Who Must File:** To be considered for an announced vacancy, an employee must file and sign
384 the electronic SSA- 45, Occupational Questionnaire, and other required supporting
385 documentation.

386

387 **B. Time Limits:** The time limits for filing for an announced vacancy are as follows:

388

389 **1. Individual Announcements -** Applicants who wish to be considered for a posted
390 vacancy must apply by the closing date shown on the vacancy announcement. The

391 electronic application and any other documentation will be considered received on the
392 day of transmission.

393
394 2. Short-Term Absence - An employee on approved absence from duty for 1 to 3 2-weeks
395 may file for a vacancy upon returning to duty. Employees absent throughout the entire
396 open period of an announcement must apply within 3 workdays following their return.
397 The application must be accompanied by supervisory certification of the dates of
398 absence. The SPO will arrange for the employee's consideration if the BQL has not
399 yet been furnished to the selecting official.

400
401 3. Long-Term Absence - Prior to departure, employees who are scheduled
402 to be absent in excess of 3 2-weeks should provide the SPO with a
403 written request to be considered for positions posted during their
404 absence and a complete application. The request must cite the title,
405 series, grade and specific organization location of each position for
406 which they wish to be considered.

407
408 C. Multiple Applications: When an employee has applied for, or been automatically considered for,
409 more than one announcement, he/she will be bound by the first promotion or reassignment (in the
410 case of a career ladder) for which the employee has reported unless:
411

412 1. He/she has accepted a reassignment and another vacancy leads to a promotion to a
413 higher grade;

414

415 2. Another vacancy is in a career ladder or a trainee position leading to a higher grade;

416

417 3. He/she has accepted a temporary promotion or reassignment and the other position is
418 permanent or temporary, with a later expiration date; or

419

420 4. The other position is outside the commuting area.

421

422 D. Wage grade employees may compete for General Schedule positions and vice versa but
423 must meet applicable legal requirements including minimum qualifications requirements.

424

425 E. Applications

426

427 1. Management will afford bargaining unit employees access and instructions so that
428 they may use SSA's personal computers to complete automated applications, e.g.
429 Internal Vacancies On-Line (IVOL). Access includes a reasonable amount of time
430 during an employee's working hours to prepare or modify his/her application.

431

432 2. The Agency will provide appropriate training on how to file for a vacancy and how to
433 complete a SSA-45. The Agency will continue to make instructional material on the
434 promotional process available to bargaining unit employees.

435
436 3. Electronic vacancy announcements for bargaining unit positions will be made
437 available to AFGE, upon request, for up to 180 days after the selection.

438

439

440 **Section 10--Development of Promotion Criteria**

441

442 The IVOL Application is used to rate and rank applicants in accordance with the
443 Knowledge, Skills and Abilities (KSA's) for the position to be filled. The Occupational
444 Questionnaire is a factor in determining the employee's potential to perform in the vacant
445 position. The Occupational Questionnaire will be based on a relationship between
446 the promotion criteria and the job duties. (Moved from below.) Questions will be in
447 accordance with 5 CFR, Part 300, Subpart A. An applicant's awards, performance
448 appraisal and career achievements are also factors in the rating and ranking process.

449

450 The Agency is responsible for developing/updating evaluation criteria and KSA's. The
451 Agency will ensure the establishment of a valid crediting plan for FWS Wage Grade
452 positions.

453

454 All information that is collected in the application process will conform to 5 CFR Part
455 300. In addition, the Employer will ensure that this process is consistent with and
456 follows the guidelines outlined in Part 60-3, Uniform Guidelines on Employee Selection
457 Procedures (1978); 43 Federal Register 38295 (August 25, 1978).

458
459 Promotion criteria used to evaluate candidates must be job related and consistently
460 applied. Promotion criteria will be developed by identifying the major tasks/duties of the
461 position based on information contained in the position description, career ladder plan,
462 qualification standards and or classification standards. Any task examples will be related
463 to the knowledge, skills and abilities required for the position. (Consolidated into one
464 paragraph)

465
466 If the Agency completes a new job analysis and subsequently changes the promotion
467 criteria for that position, the union will be provided with an opportunity to comment.
468 Any bargaining, to the extent required by law 5 USC 71, will be in accordance with
469 Article 4.

470

471

472 Section 11 Rating and Ranking

473

474 A. The Agency will review the applications to ensure that applicants meet the minimum
475 qualifications for the position.

476

477 ~~B. Management may use promotion committees or automated processes, e.g. Internal~~
478 ~~Vacancies On-line (IVOL), to rate applicants against the evaluation criteria or KSAs. The~~
479 ~~rating will be applied consistently to all applicants.~~

480

481 ~~C. The names of the promotion committee members will be documented in the promotion~~
482 ~~package.~~

483

484 ~~D. Promotion committee members must treat the results of their work as confidential, as well~~
485 ~~as the employee information they have access to in carrying out their duties. Committee~~
486 ~~members may not provide information related to filling the vacancy to any of the applicants~~
487 ~~or to any unauthorized individual.~~

488

489 ~~E. Promotion committees will not contact applicants or solicit information from sources~~
490 ~~regarding the applicants. Questions or concerns regarding the information provided by~~
491 ~~applicants should be referred to the personnel specialists or staff person advising the~~
492 ~~committee.~~

493

494 ~~F. C. The agency may rank applicants in descending score order, determine which applicants~~
495 ~~have a score which is at least 50% of the total maximum score for the entire rating schedule~~
496 ~~and develop a tentative BQL.~~

497

498 ~~G. D.~~ Only applicants who earned at least 50% of the total maximum points may be considered
499 for the BQL and referred to the selecting official.

500

501 ~~H. E.~~ The number of candidates to be included on the BQL is determined by the number of
502 vacancies to be filled. For one vacancy, the BQL would consist of the 15 10 highest ranked
503 applicants plus ties for the last place. For each additional vacancy, the BQL would include
504 the next 2 5 highest ranking applicants plus ties for last place.

505

506 ~~I. F.~~ If additional vacancies arise prior to the approval of the BQL, the selecting official may
507 request that the number of candidates referred for initial selection be based on the larger
508 number of vacancies. Such requests will be documented in the announcement package.

509

510 ~~J. G.~~ Separate BQ lists will be established for positions posted at more than one grade level or
511 for more than one geographic location. The number of names referred on each list will be
512 determined by the number of vacancies to be filled at each grade level or geographic
513 location. If the number of vacancies to be filled at each grade level or geographic location is
514 not specified, the number of names referred will be based on the total number of vacancies
515 to be filled.

516

517 ~~K. H.~~ An abbreviated rating procedure may be used when the number of candidates to be rated
518 is no greater than the number of names that would be included on the BQL for the number
519 of vacancies to be filled. Applicants may be rated against the entire rating schedule or may

520 be rated only up to the point where it is apparent that the applicant would or would not
521 receive at least 50% of the total maximum score possible under the entire rating schedule.

522
523 L. I. The list will be reviewed to ensure that the correct names and number of names has been
524 included on the tentative BQL. After review, the personnel Human Resources Specialist
525 will certify the BQL.

526
527 M. J. The approved BQL and the applications submitted by the best qualified candidates will be
528 given to the selecting official.

529
530 N. K. Previously approved BQ lists may be amended to add the names of applicants who were
531 erroneously excluded, provided that initial selection(s) have not been made.

532

533

534 Section 12 Best-Qualified List (BQL) Determinations

535

536 A. Qualified applicants will be rated and ranked on the BQL according to the following criteria:
537 based on their responses to the IVOL occupational questionnaire.

538

539 1) Awards (Maximum of 10)

540

541 ~~a) 1 point for cash awards earned earlier than 5 years from the date of the vacancy~~

542 ~~(maximum of 5 points).~~

543 ~~b) 1 point for each ECSA award within the prior 5 years.~~

544 ~~e) 2 points for each performance award (ROC/QSI) within prior 5 years~~

545 ~~d) Employees should list awards on the SSA-45.~~

546

547

548 ~~2) Appraisal (Maximum 35)~~

549

550 ~~The applicant's element average on his/her most current appraisal multiplied by a~~

551 ~~factor of 7.~~

552

553 ~~3) IVOL Occupational Questionnaire (Maximum 50)~~

554

555 ~~The agency will total the point scores from the questionnaire and rank applicants. A~~

556 ~~maximum of 50 points will be attributed.~~

557

558 ~~4) Career Achievement (Maximum 5)~~

559

560

561 B. All scoring to determine placement on the BQL will be done by technology.

562

563

564 **Section 13. Selection**

565

566 A. **The selecting official may use all available information, including honorary/monetary**
567 **awards and performance appraisals, to determine the candidate(s) to determine the**
568 **candidate(s) who merit promotion. If the selecting official obtains written information on an**
569 **applicant from any source, it must be placed in the promotion package.**

570

571 B. **Employees will not be adversely affected in any employment selection decision solely**
572 **because of their leave balances.**

573

574 C. **The approved BQL shall be referred to the selecting official in rank alphabetical order.**

575

576 D. **If the selecting official elects to interview any candidates on the BQL, the selecting**
577 **official must interview the first ten candidates on the BQL. However, if ties in the**
578 **candidates' point scores would require the selecting official to interview more than ten**
579 **candidates, the selecting official is only required to interview candidates up to the**
580 **candidate preceding the tie. For example, if the 7th thru 12th candidate are tied, the**
581 **selecting official is only required to interview through candidate 6 on the BQL.**

582

583 **Selection interviews may be conducted with one or more of the candidates; not all**
candidates must be interviewed.

584

585 E. The selecting official will normally make selections within 60 90 calendar days of receipt
586 of the BQL.

587

588 F. The issue of competitive selections to address any under-representational issues is an
589 appropriate topic for discussion at the annual AEP meeting referenced in Article 18 of the
590 National Agreement.

591

592 G. In the event that an unanticipated vacancy(s) in the same position and location as the
593 posted vacancy occurs within 90 days six months of the selection, the selecting officer
594 may make additional selections from the best-qualified candidates on that list.

595

596 H. When a selection has been made, the Administration will arrange a release date, notify
597 the employee, and ensure that the appropriate personnel forms are processed. The
598 effective date of a promotion action, other than promotion within a career ladder, will be
599 the first day of the pay period in which the employee is scheduled to report. However, if
600 the employee is within one pay period of the end of a waiting period increase,
601 consideration should be given to promoting the employee at the beginning of a pay period
602 on or after the effective date of the within-grade increase. If due to administrative error,
603 the personnel action was not processed in a timely manner, the promotion effective date
604 will be made retroactive to the beginning of the pay period in which the employee
605 actually reported.

606

607 I. Competitive selections will be posted on the SSA Intranet. Normally, the postings will be
608 made within 10 workdays after the close of the pay period during which the selection(s)
609 was/were made effective.

610

611 Employees selected for career ladder positions will be promoted to the next higher-grade
612 level at the beginning of the first pay period after selection, provided time-in-grade and any
613 other legal promotion requirements are met.

614

615

616 Section 14. Employee Information

617

618 A. A copy of the promotion plan will be posted on SSA's Intranet site.

619

620 B. Employees are entitled to the following information upon request about vacancies filled
621 under the competitive provisions of this article and for which they are/were under
622 consideration.

623

624 1. Whether the employee was eligible and qualified for the position;

625

626 2. How his/her points were derived;

627

628 3. The cut off score for the BQL and whether the employee was included on the BQL; and,

629

630 4. The name(s) of the employee(s) who was selected for the vacancy.

631

632

633 Section 15. Union Review of Competitive Actions

634

635 A. The Union will be permitted to conduct audits of competitive selection actions taken under
636 this Article when it has reason to believe a discrepancy exists or when requested to do so by
637 an employee.

638

639 B. The Union will provide the designated agency official with the names of the Union
640 representatives who are responsible for conducting audits. Any changes to the list of
641 designated representatives will be sent to the Agency in writing. The representative
642 designated to conduct the audit will not have been an applicant for the promotion package
643 being audited.

644

645 C. ~~Employees who believe they were improperly excluded from inclusion as the best qualified~~
646 ~~list may request a review of the promotion package through the Union process described~~
647 ~~below.~~

648
649 D. If the employee chooses to use the Union procedure, he/she must make a written or oral
650 request to the Union within 15 working days after the selection is announced to all
651 employees posted to the SSA intranet. A Union request under Subsection (A.) above may
652 be made within ~~120-30~~ 60 days following the date of the selection is posted to the SSA
653 intranet.

654
655 E. The designated official responsible for the package will make all pertinent records from that
656 package available either electronically or via hard copy to the Union auditor within 7 20
657 working days of receipt of the written request. The Union will treat the information
658 confidentially. ~~For purpose of this section,~~ The aforementioned pertinent records shall
659 include the vacancy announcement, training and awards (if provided as part of the
660 employee's application), applications, occupational questionnaire, employee answers to the
661 occupational questionnaire, the total overall score for the questions, name of the selecting
662 official, selection certificates, ~~and~~ declinations and information in the promotion package in
663 accordance with Section 13.A.

664
665 While the parties agree that there is no need to meet the statutory standards of 5 USC 7114
666 (b)(4) to obtain the information, e.g., particularized need, the Agency nonetheless is legally

667 entitled to protect the privacy of the applicants involved in the action, which may include
668 sanitizing the documents provided. Sanitized documents may include identifiers.

669

670 F. If an error is discovered which resulted in an employee's exclusion from a well-qualified
671 group, the provision of Section 16 of this article will apply.

672

673 G. If during the course of the audit additional information is determined necessary, such
674 information shall be secured from the designated management official.

675

676 H. G. Employees who elect to use the grievance procedure rather than the Union audit
677 procedure must initiate action in accordance with Article 24, Grievance Procedure.

678

679

680

681 Section 16. Priority Consideration

682

683 A. Definition - For the purpose of this Article, a priority consideration is the bona fide
684 consideration for non-competitive selection given to an employee as the result of a previous
685 failure to properly consider the employee for selection because of procedural, regulatory or
686 program violation. A priority consideration does not give the employee a guarantee to be
687 selected for any vacancy.

688

689 B. **Processing**

690 1. Employees will be notified in writing by the authorized Management official of
691 entitlement to each priority consideration. Such notice will advise employees that if a
692 vacancy is announced and posted and the employee wishes to exercise his/her priority
693 consideration, he/she should submit the necessary application to the designated Agency
694 human resources official with a written request that he/she wishes priority consideration
695 for the vacancy.

696

697 2. Priority consideration is to be exercised by the selecting official at the option of the
698 employee for an appropriate vacancy. An appropriate vacancy is one for which the
699 employee is interested, is eligible, and that leads to the same grade level as the vacancy
700 for which proper consideration was not given.

701

702 3. Prior to the evaluation of other applicants, the name(s) of the employee(s) requesting to
703 exercise priority consideration will be referred to the selecting official. The selecting
704 official will make a determination on the request prior to evaluating other applicants.

705

706 4. The fact that the employee chooses to exercise a priority consideration does not preclude
707 that employee from also filing an application through the regular posting process.

708

709 C. Union Notification

710 In order to assure compliance with this section, the Union will be furnished statistics on
711 priority considerations granted and exercised and the results. Statistics will be kept and
712 supplied to the Union on a quarterly semi-annual basis. The Union will also be notified in
713 writing of each individual priority consideration completed.

714

715

716 Section 17. Temporary Promotions

717

718 When employees are temporarily assigned to a position of a higher grade for a period in
719 excess of 30 days, the assignment must be made via temporary promotion effective the first
720 day of the assignment. The temporary promotion should be initiated at the earliest date it is
721 known by management that the detail is expected to exceed thirty (30) calendar days. The
722 thirty (30) calendar day provision will not be circumvented by rotating employees into a
723 higher graded position for less than thirty (30) calendar days in order to avoid the higher rate
724 of pay.

725

726 Section 18. Miscellaneous

EXHIBIT 10

SSA Last Best Offer

Article 30 – Official Time

727

728 In January of each year, the Agency agrees to provide to the AFGE General Committee

729 Spokesperson Council Presidents and Presidents of Locals 1923 and 2809, information on the

730 number of bargaining unit vacancies by grade, series, component, location, and job title filled

731 with an Agency employee for the prior fiscal year. Information will also be included on

732 bargaining unit external hires for the prior year.

Article 30

Official Time ~~Taxpayer-Funded~~ Union Time

Section 1. Policy Statement

Designated ~~taxpayer-funded~~ union time users ~~Union officials, when not engaged in authorized labor-management activities,~~ are expected to accomplish the duties of the Agency position to which they have been assigned. ~~Therefore, designated taxpayer-funded union time users shall spend at least three quarters of paid time, as defined in Section 5.C. below, performing agency business.~~ 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.

~~For purposes of the National Agreement, the terms Union, union representative, union officer, union steward, designated taxpayer-funded union time user, or any other like title related to the union, mean a current SSA bargaining unit employee authorized to use taxpayer-funded union time in accordance with this article. In order to perform~~

20 ~~representational activities at SSA under this Agreement, the representative must be a~~
21 ~~current SSA employee.~~

22

23 Section 2. Designation

24

25 A. The Union will provide the Office of Labor Management and Employee Relations (OLMER)
26 with electronic lists of all designated union representatives within 60 30 days of the effective
27 date of this Agreement. The Union will continue to provide OLMER with updated
28 summary lists as necessary. Each list will include the name, union position, designated
29 official union time hours available to the representative (i.e., 600 or 250-2080, 1440, 1040 or
30 520), component, council, local, duty location and telephone number of each designated
31 union representative.

32

33 B. Only those union representatives employees identified on the list provided by the Union will
34 be authorized official time taxpayer-funded union time for union representational activities
35 and labor-management relations functions.

36

37 C. AFGE can designate no more than one (1) taxpayer-funded union time user at any one
38 time in accordance with 2.A. above from any Central Office component, PSC/OCO,
39 regional office, field office, TSC, OHO hearing office, National Hearing Center,

40 National Case Assistance Center, WBD0C unit, OARO Field site, or any other future
41 component/office/facility established by the Agency.

42

43 **Section 3. Union Sponsored Training**

44

45 A. The Administration recognizes that union sponsored training is an appropriate
46 representational activity for which ~~official time~~ ~~taxpayer-funded~~ union time may be used.
47 When requesting ~~official time~~ ~~taxpayer-funded~~ union time for union sponsored training or
48 conferences, the Union will provide the appropriate management official with
49 documentation, at the time of the request, denoting the date, location, subject matter and
50 provider or sponsor of the training or conference. The request will also include a
51 statement detailing how the course content is appropriate for ~~taxpayer-funded~~ union
52 time in accordance with 5 USC 71 and the provisions of this article. Management will
53 timely respond to the request after receiving the information from the Union.

54

55 B. The Administration's sole expense for all union sponsored training will be ~~official time~~
56 ~~taxpayer-funded~~ union time. Where available, the Agency shall permit the use of Agency
57 training space.

58

59 C. ~~Taxpayer-funded~~ Union time will not be authorized for any union sponsored training,
60 meeting, or conference held at a restaurant, casino hotel, spa resort/hotel, or any other
61 similar type of facility.

62

63 Section 4. Exclusions

64

65 A. Official time ~~Taxpayer-funded~~ Union time is not appropriate for use by a union
66 representative for work performed at home (including under e.g. an authorized flexiplace
67 telework agreement or work at home by exception agreement) or outside the time the
68 union representative would otherwise be in duty status. This section is not intended to
69 preclude a remedy of straight time in accordance with case law.

70

71 B. In accordance with 5 USC 7131 (b), the use of official time ~~taxpayer-funded~~ union time is
72 prohibited for internal union business. In addition, employees may not engage in lobbying
73 activities during paid time.

74

75 ~~C. Employees filing Article 24, Section 9 grievances, and witnesses at arbitration hearings will~~
76 ~~be granted a reasonable amount of official time, not subject to individual caps or the bank, to~~
77 ~~prepare and present their grievances and testimony. Employees may not use taxpayer-~~

78 ~~funded union time to prepare or pursue grievances (including arbitration of grievances)~~

79 ~~brought against the Agency under Article 24 of this Agreement, except for:~~

80 ~~1. an employee using taxpayer funded union time to prepare for, confer with an~~

81 ~~exclusive representative regarding, or present a grievance brought on the~~

82 ~~employee's own behalf; or to appear as a witness in any grievance proceeding; or~~

83 ~~2. an employee using taxpayer funded union time to challenge an adverse personnel~~

84 ~~action taken against the employee in retaliation for engaging in federally~~

85 ~~protected whistleblower activity, in accordance with law.~~

86 ~~Time used by any employee for the above exceptions is charged to the bank as identified~~

87 ~~in Section 5. Time used by a designated taxpayer funded union time user for the above~~

88 ~~exceptions is charged to the individual cap and bank.~~

89

90 ~~D. C. Taxpayer funded~~ Union time is not permissible for Worker's Compensation Cases.

91

92 ~~E. D. Designated taxpayer funded~~ union time users on an Opportunity to Perform

93 Successfully performance improvement plan will not be authorized ~~taxpayer funded~~

94 union time during the period of the plan.

95

96 ~~F. E. Unless specifically authorized by management, approved taxpayer funded~~ union

97 time can only be used in an SSA controlled facility.

98

99 Section 5. Provisions for ~~Official Time~~ ~~Taxpayer-Funded~~ Union Time

100

101 A. Consistent with 5 U.S.C. 71 and this Agreement, union representatives will be granted
102 official time ~~taxpayer-funded~~ union time, subject to ~~the~~ availability of official time
103 ~~taxpayer-funded union time~~ as described below, for the following representational
104 activities:

105

106 1. ~~Term Negotiations~~—to prepare for and negotiate a ~~collective bargaining agreement~~.

107

108 2. ~~Mid-Term Negotiations~~—to prepare for and bargain over issues raised during the life of a
109 ~~term agreement~~.

110

111 3. ~~Dispute Resolution~~—to process grievances, ~~in accordance with Section 4.C. above~~, up
112 to and including arbitrations and to process appeals of bargaining unit employees to the
113 ~~MSPB, FLRA and, as necessary, to the courts~~.

114

115 4. ~~General Labor-Management Relations~~—meetings between labor and management
116 officials to discuss general conditions of employment, ~~labor-management committee~~
117 meetings, labor relations training for union representatives, ~~union participation in formal~~

118 ~~meetings (excluding formal discussions related to grievances) and investigative~~
119 ~~interviews, and all other general labor relations activities consistent with 5 USC 71.~~

120

121 B. ~~The Union will be allowed to use up to 250,000~~ ~~taxpayer-funded~~ ~~Union time is limited to~~
122 ~~22,500~~ 50,000 ~~hours per fiscal year for the official time activities identified in Section 5.A.~~
123 ~~Official time authorized pursuant to 5 U.S.C. 7131 (a) and (e) is not counted toward the bank~~
124 ~~(term negotiations, mid-term bargaining and FLRA time).~~ ~~Unused official time taxpayer-~~
125 ~~funded union time~~ ~~hours do not carry over into the next fiscal year.~~

126

127 C) ~~Union representatives~~ ~~Employees~~ ~~may will be allowed to use the official time taxpayer-~~
128 ~~funded union time hours, not to exceed twenty-five (25) percent of their paid time each~~
129 ~~fiscal year. described in Section 5.B in the performance of union representational activities~~
130 ~~as described in Section 5.A as follows: "Paid time" is defined as time for which an~~
131 ~~employee is paid by the Federal Government, including both duty time, in which the~~
132 ~~employee performs agency business, and taxpayer-funded union time. It does not~~
133 ~~include time spent on paid or unpaid leave, or an employee's off-duty hours.~~

134

135 ~~Employees who have spent one-quarter of their paid time in any fiscal year on non-~~
136 ~~agency business may continue to use taxpayer-funded union time in that fiscal year for~~
137 ~~purposes covered by sections 7131(a) or 7131(e) of title 5, United States Code.~~

138

139 ~~Any time in excess of one quarter of an employee's paid time used to perform non-~~
140 ~~agency business in a fiscal year shall count toward the employee's twenty five (25)~~
141 ~~percent maximum in subsequent fiscal years.~~

142

143 ~~1. Twelve (12) Twenty (20) union representatives will be authorized to use up to 600 2080~~
144 ~~hours in a fiscal year and.~~

145

146 ~~2. Fifteen (15) union representatives will be authorized to use up to 1440 hours in a fiscal~~
147 ~~year and,~~

148

149 ~~3. One hundred and thirty five (135) union representatives will be authorized to use up to~~
150 ~~1040 hours in a fiscal year and,~~

151

152 ~~4. 2. All other union representatives will be authorized to use up to 520 250 hours in a fiscal~~
153 ~~year.~~

154

155 ~~5. All official time use is subject to the availability of bank hours as described in Section~~
156 ~~5.B.~~

157

158 Union reps who have reached their individual cap will be authorized union time in
159 accordance with sections 7131(a) or 7131(c) of title 5, United States Code. Time for
160 these activities will be charged to the union bank for that fiscal year. However, if the
161 bank has been exhausted, time will be charged to the bank for the following fiscal year.

162

163 D. ~~Union representatives are required to stagger their use of authorized official time taxpayer-~~
164 ~~funded union time hours over the course of the fiscal year. Union representatives will work~~
165 ~~out official time taxpayer-funded union time usage with their supervisors to accommodate~~
166 ~~both union representational activities and Agency assigned duties. The parties recognize that~~
167 ~~a mutually agreed upon schedule is required the recommended method for scheduling~~
168 ~~official time taxpayer-funded union time.~~

169

170 E. ~~Union representatives identified as 2080 hour users of official time will be allowed to~~
171 ~~designate a replacement 2080 hour union representative when he/she expects to be unable to~~
172 ~~use any official time hours for a period of at least one work week. Electronic designation~~
173 ~~must be made in advance to OLMER and include the designee's name and the expected~~
174 ~~duration of the 2080 hour designation. Official time hours used by the designee during this~~
175 ~~period will be subtracted from the fiscal year bank available to AFGE (250,000 official time~~
176 ~~hours) but will not be counted against the designee's individual annual limit (i.e., 1440, 1040~~
177 ~~or 520 hours per fiscal year).~~

178

179 E.F. ~~Time spent by employees, including union officials, representing employees in statutory~~
180 ~~the informal and formal stages of the EEO complaints process, up to and including~~
181 ~~appeals, is official time taxpayer-funded union time under this Article under 29 Code of~~
182 ~~Federal Regulations and not countable is charged towards the individual caps and bank.~~

183

184 ~~Section 6. General Accountability Provisions for Official Time Taxpayer-Funded Union Time~~
185 ~~Users~~

186

187 ~~Union representatives will use WebTA or equivalent on a daily basis. sign in on the Agency~~
188 ~~sign in/sign out form (SSA-30), and sign out on the same form, when they depart from their~~
189 ~~official duty station. If a union representative is unable to use WebTA sign in/out because~~
190 ~~he/she is off site on labor-management business, the union representative will notify the~~
191 ~~supervisor in advance and make arrangements with his/her supervisor to complete the required~~
192 ~~WebTA entries in advance. The union representatives will revise entries as necessary upon~~
193 ~~return to the official duty station to properly account for his/her time and attendance.~~
194 ~~submit the SSA-30, on a daily basis if in an SSA facility or when they return to their officially~~
195 ~~assigned duty station if not in an SSA facility.~~

196

197 ~~The current past practice for the twelve (12) 2080 hour union officials for signing in and signing~~
198 ~~out on time and attendance forms within the confines of the union office will continue.~~

199

200 **Section 7. Official Time Taxpayer-Funded Union Time Requests and Reporting Procedures**

201

202 **A. All requests for official time taxpayer-funded union time will be submitted via OUTTS or**
203 **equivalent electronic reporting system. Sufficient information (time, date, representational**
204 **category, contact telephone number, and specific location if other than normal duty station)**
205 **must be included with the request to allow the approving official to determine if the time**
206 **requested and activity described meet the criteria outlined in this Article. Unless an**
207 **authorizing official is not available, Approval from the an authorizing official must be**
208 **obtained prior to engaging in official time taxpayer-funded union time. Any employee**
209 **who uses taxpayer-funded union time without advance management approval will be**
210 **considered absent without leave and subject to appropriate disciplinary action. The**
211 **representative will inform the supervisor when he/she returns to work after completion of the**
212 **representational activity.**

213 **B. If management is unable to approve a request for official time taxpayer-funded union time,**
214 **the reason for denial will be provided. If an operational emergency need does not permit the**
215 **union representative to use the official time taxpayer-funded union time when requested,**
216 **management will make a reasonable effort to allow the representative to use the official time**
217 **taxpayer-funded union time by the end of the within two workdays after that the request**
218 **was made keeping in mind the interests of the union and employees as well as the needs of**
219 **the employer. When management determines that a union representative's presence is**
220 **necessary to meet Agency work requirements and the requested official time cannot be used**

221 by the end of the workday that the request was made, management will ensure that the denied
222 official time can be used within two workdays.

223

224 C. Accounting of Official Time ~~Taxpayer-Funded Union Time~~ will be submitted via OUTTS
225 or equivalent electronic reporting system.

226

227 D. All reporting information will be retained for a period of six (6) years.

228

229 DE. OUTTS may will be modified as necessary to accommodate the provisions of this
230 Article. If Management proposes modifications to OUTTS beyond the provisions of this
231 Article, it will provide notice to the Union and, upon request, bargain to the extent required
232 by 5 USC Chapter 71.

233

234 Section 8. Representational Activities at the Local Level

235 The Agency will not pay travel and per diem for local representational activities, unless
236 authorized by this agreement.

237

238 Section 9 8. Allegations of Abuse

239

EXHIBIT 11

SSA Last Best Offer

Article 32 – Veterans

240 ~~Alleged abuses of official time taxpayer-funded union time~~ normally be brought to the
241 attention of an appropriate union official on a timely basis by an appropriate management
242 official. ~~The management official will discuss the matter with the local or council president as~~
243 appropriate. Management may also initiate ~~If the matter cannot be resolved,~~ appropriate action
244 may be taken to resolve the dispute to address the issue. Repeated or serious abuse of
245 ~~taxpayer-funded~~ union time may result in disciplinary action as well as suspending use of
246 ~~taxpayer-funded~~ union time for the duration of this Agreement.

247

248 **Section 10. Leave Without Pay**

249 **A union representative may request leave without pay to engage in Union activities on**
250 **the national, district or local level, for up to 80 hours in a calendar year. All requests**
251 **must be sent to the appropriate management official by the AFGE General Committee**
252 **Spokesperson. Management will consider the request and determine whether or not to**
253 **grant the leave without pay. (Moved from Article 31)**

254

1 Article 32

2 Veterans

3
4 Section 1

5 Veterans have served and sacrificed in defense of our nation. Recognizing Veterans' unique
6 experiences, especially those who have been deployed to war zones, create challenges in SSA for
7 Veterans to adapt to the SSA environment. Often such challenges can be overcome with a better
8 understanding of the veteran experience. SSA will support Veteran employees as they
9 transition from military service to the civilian workforce.

10
11
12 Section 2

13 SSA will insure that Veterans will be given provide sufficient information regarding various
14 benefits that Veterans may be eligible for as SSA/federal employees. the Agency will insure that
15 all Veterans can communicate with SSA officials regarding Veterans benefits and Veterans work
16 issues.

17
18
19 Section 3

20 The EAP program will include counselors qualified to address Veterans issues. Upon request,
21 Employee Assistance Program counselors will assist service members with transitioning
22 from military to the civilian work environment.

23

24 Section 4

25 SSA will provide Veterans with a comprehensive web site that provides the Veteran with
26 information on the agency website, such as regarding benefits, counseling service,
27 accommodations and disability services, military and Veteran resources, and military
28 leave. special Veterans mentoring programs including peer mentoring, communications
29 mechanisms to communicate with other SSA veterans, information regarding veteran's medical
30 issues, etc.

31

32 Section 5

33 In accordance with applicable laws and regulations, SSA will honor reserve commitments for
34 employees who are members of the military Veterans and the Agency will eliminate barriers to
35 Veterans ability to continue to serve our nation.

36

37

38 Section 5 6

39 SSA will adopt a liberal leave policy when Veterans need treatment and/or mentoring for
40 conditions that Veterans experience due to their service to the nation. adhere to applicable laws
41 and regulations regarding leave for Veterans and members of the military will be granted
42 in accordance with Article 31.

43

44

45 ~~Section 7~~

46 ~~SSA will be sensitive to PTSD/TBI and its impact on Veterans behavior as well as to other~~

47 ~~medical problems that Veterans suffer as a result of their war zone experience.~~

48

49

50 ~~Section 8~~

51 ~~SSA will adopt a liberal leave policy for Veterans who request time for Veterans related issues.~~

EXHIBIT 12

SSA Last Best Offer

Article 41 – Telework

Article 41

Telework

Section 1—Purpose

The purpose of this Article is to establish a uniform SSA Telework Program that permits eligible AFGE bargaining unit employees to perform Agency-assigned work at a management-approved alternate duty station (ADS). This Telework Program replaces all other Telework Programs instituted by the various SSA components. The Agency is committed to may offering telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained herein, taking into account requirements of the position, performance of the employee, impact on organizational performance, level of service provided to the American public, and availability of appropriate technology. The Agency supports the broadest use of telework by eligible Agency employees to the extent that it maintains or enhances employee performance, cost savings and Agency operations.

The parties agree that telework requires a collaborative effort between management and employees and that the goals of telework include fostering a positive work culture and environment that will assist the Agency in maintaining a productive and high quality workforce.

This program may serve as a recruitment and retention tool and allows participants the

23 opportunity to balance work and home life demands, reduce commuting problems and contribute
24 to a cleaner environment, improve productivity and morale.

25

26

27 **Section 2—Definitions**

28

29 **A. Alternate Duty Station (ADS) – a management-approved work site that is geographically**
30 **convenient to the employee's official duty station (ODS). Specifically:**

31

32 **1. An employee's residence as reflected in his/her Telework Program Request and**
33 **Agreement; or**

34 **2. A Teleworking Center (often called a Telecenter) operated by GSA; or**

35 **3. 2. Another SSA facility or office that may be closer to an employee's home and where**
36 **there is space to accommodate additional Agency employees.**

37

38 **B. Official Duty Station (ODS) – the employee's official Agency worksite.**

39

40 **C. Telework Program Request – a written application for participation in the Telework**
41 **Program in which the employee describes the general and specific work assignments that**
42 **the employee proposes to perform at the ADS.**

43

44 D. **Telework Program Request and Agreement** – a written agreement **contained in PPM**
45 **S650 1** between the supervisor and the employee defining the employee's obligations and
46 responsibilities under the Telework Program. **If the Agency changes the Telework**
47 **Program Request and Agreement, the union will be given notice and an opportunity**
48 **to bargain to the extent required by 5 USC 71.**

49
50 E. **Portable Work** - work normally performed at the employee's ODS that can be effectively
51 performed at the ADS. This work is part of the employee's regular work assignment or
52 approved special work assignments.

53
54 F. **Non-Portable Work** – Assignments that are not portable include those assignments that
55 require face-to-face customer contact or the employee's physical presence at the ODS.

56
57 G. **Core Day(s)–Day(s) of the week not eligible for telework.** Core days shall be limited to
58 **no more than one two core days per week.**

59
60 H. **Scheduled Telework** - **The An employee with an approved telework agreement**
61 **teleworks on a routine, regular, and recurring basis at ADS.**

62
63 I. **Unscheduled Telework** - **An employee with an approved telework agreement is**
64 **required to telework on a non-scheduled day at an ADS. Employee-initiated**
65 **telework is not permitted.**

66

67 J. **Episodic** - ~~The employee teleworks on an occasional irregular basis at an ADS. Employee~~
68 ~~may request to work on a Episodic telework may include an approved temporary project~~
69 ~~on a case-by-case basis.~~ **The request is subject to management approval. It is**
70 **anticipated that instances of episodic telework will be infrequent, based upon unique**
71 **workload needs of the agency, and limited in duration.** ~~where the employee may work~~
72 ~~less than a full day at the ADS.~~

73

74 **Section 3—Eligibility**

75

76 **Each Deputy Commissioner will determine the number of scheduled telework days, if any,**
77 **eligible positions, and percentage of employees permitted to telework.**

78

79 **Each Deputy Commissioner will also determine whether teleworkers are eligible to work**
80 **the following:**

- 81 • **Credit hours at the ADS**
- 82 • **A 5/4/9 or 4/40 work schedule**
- 83 • **Overtime at the ADS (unless required by FLSA, e.g. late interview or call)**
- 84 • **A part-time schedule**
- 85 • **At the ADS on a non-tour day**

86

87 Participation will be voluntary and employees may withdraw from the program at any time with
88 notice to their immediate supervisor.

89

90 To be eligible to participate in Telework, an employee must meet all of the following conditions:

91

92 A. ~~Not be under~~ currently on an OPS or have been on an OPS in the 12 months
93 preceding the date of the request to telework ~~Performance Assistance (PA) or~~
94 ~~Opportunity to Perform Successfully (OPS) plan;~~

95

96 B. ~~Not currently be~~ on sick leave restriction or have been counseled for sick leave abuse
97 or placed on sick leave restriction in the 12 months preceding the date of the request
98 to telework;

99

100 C. The employee is ~~Not in a probationary period or formal training status.~~ Employees who
101 previously completed a probationary period will be considered on a case-by-case
102 basis. ~~However, employees in formal training or in a development program will be~~
103 ~~considered on a case-by-case basis.~~ ~~Formal training status does not include the normal~~
104 ~~progression of an employee through a career ladder. However, formal training status~~
105 ~~may include periods when an employee needs close supervision or regular feedback from~~
106 ~~management and/or technical mentors that cannot effectively be accomplished at the~~
107 ~~ADS.~~

108

109 ~~D. The employee has not been officially disciplined for violations of subpart G of the~~
110 ~~Standards of Ethical Conduct For Employees of the Executive Branch for viewing,~~
111 ~~downloading, or exchanging pornography on a Federal government computer or while~~
112 ~~performing official government duties;~~

113

114 **D. Complete appropriate Agency Telework training;**

115

116 E. **The employee is willing to sign and abide by the conditions of the Flexiplace Telework**
117 **Program Request and Agreement (Appendix 1) and the self-certification safety checklist**
118 **(Appendix 2). Once an employee is approved for participation in the Telework Program,**
119 **it is understood that management may change the general and specific work**
120 **assignments set forth in the Telework Program Request and Agreement may be changed.**

121

122 F. **Maintain at least an acceptable level of performance (e.g., successful contribution rating)**
123 **or not be under review (e.g. increased service observations);**

124

125 G. **Have sufficient portable work to be completed at the ADS;**

126

127 H. **Not be excluded from participation by law, or by government-wide rule or regulation;**

128

129 I. **Use approved appropriate technology; and**

130

131 J. Not have been disciplined under Article 23 in the 12 months preceding the date of
132 the request to telework or while on an approved telework agreement. Not have been
133 disciplined within the preceding 12 months for misconduct that has a nexus to Telework.

134

135

136 If the number of eligible employees exceeds the coverage requirements, approval will be
137 made in SCD order. (Moved to Section 5, B.1 below)

138

139 **Section 4—ODS Shared Work Space**

140

141 ~~Employees who telework two (2) or less days per week will keep their workstation. Employees~~
142 ~~who telework more than two (2) days per week may be required to share space (e.g. shared~~
143 ~~cubicles, hoteling) with other employees. Management will make every effort to provide a~~
144 ~~workspace with an Agency computer, phone and locked storage area.~~

145

146 **Section 5—Telework Procedures**

147

148 ~~A. Work performed under a Flexiplace/Telework arrangement may be scheduled, unscheduled,~~
149 ~~or episodic.~~

150

151 B. ~~During the months of February and August of each year employees may request to participate~~
152 ~~in scheduled telework. (Moved to Section 5, B.1 below)~~

153

154 ~~C. B. Requests to Participate in Telework~~

155

156 ~~I. Scheduled Basis~~

157

158 ~~Employees will request to participate in the Telework program by electronically submitting~~
159 ~~a Telework Program Request and Self-Certification Safety Checklist Form and Telework~~
160 ~~Program Agreement (Appendices 1 and 2) Telework Program Agreement and a Telework~~
161 ~~Program Request and Safety Self-Certification (Attachments 1 and 2) Telework~~
162 ~~Program Request and Agreement consistent with PPM S650 1. Management will act on~~
163 ~~requests within ten (10) working days of the close of the request period for scheduled~~
164 ~~telework. If the number of eligible employees exceeds the coverage requirements on a~~
165 ~~specific day, approval will be made in SCD order starting with the most senior. If the~~
166 ~~participant's request is denied, management will annotate the reasons for the denial on the~~
167 ~~telework request form.~~

168

169 ~~During the months of February and August of each year employees may request to~~
170 ~~participate in scheduled telework. Employees will not have to submit future requests once~~

171 ~~The original request is approved unless: a schedule change is requested by the employee~~
172 ~~during the February and August timeframes; the employee needs to revise the telework~~
173 ~~request and/or agreement; or the employee is otherwise directed by management.~~

174 ~~Approving officials will re-evaluate existing schedules during the relevant six-month request~~
175 ~~period.~~

176

177

178 2. **Episodic Basis**

179 ~~Employees may request apply at any time to participate in episodic telework to work on a~~
180 ~~specific project assignment. Employees not previously approved to telework may~~
181 ~~request to do so by electronically submitting a Telework Program Agreement and a~~
182 ~~Telework Program Request and Safety Self-Certification (Attachments 1 and 2).~~
183 ~~Telework Program Request and Agreement consistent with PPM S650 1. Management~~
184 ~~will act on these requests no later than five (5) working days following receipt of the request.~~
185 ~~If the participant's request is denied, management will annotate the reasons for the denial on~~
186 ~~the telework request form. Depending on the nature of the project assignment, employees~~
187 ~~may be approved to work episodic telework up to five days per week at the ADS.~~

188

189 3. **Emergencies Off Cycle Requests**

190 ~~Employees with bona fide emergency needs may request participation in scheduled~~
191 ~~telework or a change in his/her telework day(s) outside the normal request times. If~~
192 ~~approved, employees may begin participating in telework or working the newly approved~~
193 ~~schedule at the start of the next pay period. However, Management will also timely~~
194 ~~consider non-emergency requests, submitted electronically, to change a scheduled~~
195 ~~telework day or participate in telework outside the normal request times. If approved,~~
196 ~~employees may begin participating in telework or working the newly approved~~
197 ~~schedule at the start of the next pay period.~~

198

199 **D. C. Staff Coverage Modifications**

200 ~~The parties recognize that Agency assigned functions, the nature of work to be performed~~
201 ~~and the types of positions can vary significantly from office to office. Management has~~
202 ~~sole discretion to change, reduce, suspend, or eliminate approved telework day(s)~~
203 ~~for any employee(s), office, component, or agency-wide due to operational needs.~~
204 ~~Management also has sole discretion to change, reduce, suspend, or eliminate~~
205 ~~approved telework day(s) for any employee due to the employee's performance. If~~
206 ~~the coverage problems necessitate suspending scheduled telework agreements, it will be~~
207 ~~accomplished in inverse seniority order according to service comp date. The local~~
208 ~~representative will be notified as soon as practical. Priority consideration will be given to~~
209 ~~bargaining unit employees for participation in flexiplace when both bargaining unit and~~
210 ~~non-bargaining unit employees provide the coverage in question.~~

211

212 **Section 6—Hours of Work and Employee Availability**

213 **Teleworkers are in a duty status when teleworking and are expected to have the resources**

214 **necessary to perform their jobs and concentrate on official duties without interruption;**

215 **Employees may not use duty time for any purpose other than performing Agency-assigned work.**

216 **Telework is not a substitute for dependent care.**

217

218 **Management is responsible for supervising work in accordance with the Fair Labor Standards**

219 **Act. Article 10 of the 2012 SSA/AFGE National Agreement will apply to those employees who**

220 **work at an ADS.**

221 **Management may require that employees provide electronic notification to their supervisor**

222 **at the beginning and/or end of their workday.**

223

224 **Requests for leave will be handled in accordance with Article 31 of the 2012 SSA/AFGE**

225 **National Agreement.**

226

227 **A. Office Closure/Early Dismissal/Late Opening**

228

229 **If there is a full day closure at the ODS, all employees with an approved telework program**

230 **agreement Telework Program Request and Agreement are required to complete a full**

231 **workday at the ADS, unless the employee requests and has the employee will be excused**
232 **without a charge to leave approved.**

233

234 **In emergency, office closure, or other unique situations (e.g. facility issues, transit strike,**
235 **dignitary visit, political convention, etc.), employees with approved telework agreements**
236 **will telework regardless of whether the emergency, office closure, or unique situation**
237 **occurs on a scheduled or unscheduled telework day, unless otherwise directed by**
238 **management (e.g. deployed to another office, etc.). In these situations, employees may also**
239 **request to use leave.**

240

241 **If there is an early dismissal, or late opening in the ODS, and the employee is scheduled to work**
242 **working at their residence as the ADS, the employee is required to complete a full workday,**
243 **unless the employee requests and is approved for takes appropriate leave. Employees with**
244 **approved telework agreements may be required to work a portion of their day at their**
245 **ADS in instances of early dismissal unless the employee requests and is approved for leave.**

246

247 **If the ADS is a telecenter or in another SSA facility, the employee must abide by the office**
248 **closure, early dismissal, or late opening rules for that location. The employee may be required**
249 **to report to their ODS.**

250

251 **B. Alternate Duty Station Problem(s)**

252

253 ~~Employees will promptly inform management of any disruptions at the ADS, e.g. equipment~~
254 ~~failure, power outages, telecommunication difficulties etc. that impact the employee's ability to~~
255 ~~perform Agency assigned duties. In these situations, management may require the employee to~~
256 ~~report to the ODS or the employee may request leave. If the employee is required to report to the~~
257 ~~ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day.~~
258 ~~However, the employee's telework day may be temporarily switched to another day with~~
259 ~~management's approval. If the disruption (e.g. loss of electrical service or internet~~
260 ~~connectivity at the ADS) is through no fault of the Agency, the employee will be in a non-~~
261 ~~duty status from the time of the disruption to the end of the scheduled workday or until the~~
262 ~~employee reports to the ODS. The employee may request leave for the non-duty period.~~
263 ~~However, if the ODS is closed and the condition(s) creating the disruption make(s) the ADS~~
264 ~~unsafe, the employee may be granted leave in accordance with Article 31.~~

265

266 ~~The parties recognize that once the ADS is approved, the employee will not change the ADS~~
267 ~~location without management approval.~~

268

269 **C. Split Days at the ADS and ODS**

270

271 Employees may not only split a regularly scheduled telework day between the ADS and the ODS
272 at the direction of management, unless the employee is required to report to the ODS.

273

274 **D. Telephones**

275

276 • When working at the ADS, an employee must be accessible by telephone to his or her
277 supervisors, clients, colleagues, and external customers during working hours, exclusive
278 of the lunch period and break periods.

279 • The employee's break and lunch periods will be defined the same as at the ODS in the
280 employee's Telework Program Agreement.

281 • While at the ADS, the employee is responsible for retrieving, and responding in a timely
282 manner, to voice mail left at both the ADS and the ODS.

283 • Employees will not be reimbursed for out-of-pocket expenses related to telephone calls.
284 Government phone cards will be issued to employees with a need to place long distance
285 or toll calls for work. Phone cards must be used for long distance calling.

286 • The Agency will provide the employee with general office supplies needed to work
287 effectively at the ADS.

288

289 **E. Office E-Mail Electronic Communications**

290

291 ~~Management may require that the employee enable a pre-programmed e-mail reply (e.g. "Out of~~
292 ~~Office Assistant") to be sent in response to all incoming e-mail on the day(s) that the employee is~~
293 ~~working at the ADS.~~

- 294 • **Employees must read and respond to emails as if they were at the ODS.**
- 295 • **Management may require that employees use instant messaging, video, or similar**
296 **technology while working at the ADS.**
- 297 • **Employees should ensure that the instant message or similar technology accurately**
298 **reflects their work status. Employees are expected to timely respond to instant**
299 **messages from management.**

300

301 **F. Telework Suspensions**

302

303 ~~Reasonable advance notice will be provided when e~~Employee(s) may be required to report to
304 their official duty station for situations such as previously scheduled training, conferences, other
305 meetings or other operational needs to perform work on a short term basis that cannot
306 otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative
307 methods. Employees may resume telework as soon as the suspension of telework is over.

308

309 **G. Call Backs**

310

311 Employees may be called back to the ODS when warranted. Employees are required to report to
312 their ODS as soon as possible and no more than two hours after notification. Transportation
313 between the ADS and the ODS is considered commuting and does not entitle the employee to
314 reimbursement for official travel.

315

316 **H. Replacement Time and In-Lieu-Of Days**

317 If management temporarily suspends telework or calls an employee back to the ODS, the
318 employee is not guaranteed "replacement time" or an "in lieu of" telework day. However, the
319 employee's telework day may be temporarily switched to another day with management's
320 approval.

321

322 **Employees whose scheduled telework day is affected by a holiday or leave do not receive an**
323 **in-lieu-of day.**

324

325 **Section 7—Environment and Security**

326 **A. Work site**

327

328 If the ADS location is in the employee's residence, the employee is responsible for maintaining
329 the ADS work site in a manner that is conducive to business and is free of hazards. The ADS
330 work site shall include furniture/equipment deemed necessary by management to perform the

331 employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or
332 similar secure storage device, etc. ~~deemed necessary by management to perform work at the~~
333 ADS. In addition, there must be proper lighting, power, other utilities, adequate environmental
334 conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

335

336 The employee is responsible for all operating costs, home maintenance and any other incidental
337 costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes,
338 etc.) associated with the use of the ADS. The Agency is not liable for damages to employee's
339 personal or real property occurring during the course of performance of official duties except to
340 the extent established by law.

341 The employee does not relinquish any entitlement to reimbursement for appropriately authorized
342 expenses incurred while conducting business for the employer as provided for by law and
343 regulation.

344

345 B. Workers' Compensation

346

347 Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the
348 Agency's policy and procedures concerning workers' compensation for injuries sustained while
349 performing their official duties at the ADS. The employee will immediately notify his/her
350 supervisor of any accident or injury occurring at the ADS in the course of performing official
351 duties. FECA claims will be handled in accordance with Article 34 of the SSA/AFGE National
352 Agreement.

353

354 C. Federal Tort Claims

355

356 For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of
357 the official duty station.

358

359 D. Security/Safeguarding Work

360

361 Employees working at the ADS are bound by Agency policies and procedures on transporting,
362 safeguarding, disclosure and destruction of Agency information, records and data. This includes
363 policies on protecting Personally Identifiable Information (PII), the Federal Information Security
364 Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act,
365 including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and
366 Agency policies pertaining to the disclosure, retention, and electronic transmission of official
367 records and information.

368

369 E. Home Inspections

370

371 Management may inspect the ADS prior to approving telework to ensure conformity with the
372 conditions set forth in the Telework Program Request and Agreement and the Safety Self-
373 Certification Safety Checklist. Management may inspect the ADS with twenty-four (24) hours

374 advance notice during the teleworker's regular core hours. Management will not inspect non-
375 work space in the ADS.

376

377 **F. Agency Owned IT Equipment**

378

379 Subject to the availability of resources, The Agency will determine the provide appropriate IT
380 equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware,
381 software, and data and is responsible for maintaining, providing support and repairing the
382 equipment; however, there will be no on site IT support provided in employees' homes. The
383 employee is not responsible for costs related to maintenance of government owned equipment.

384

385 Employees have a continuing responsibility to safeguard Government property and are
386 responsible for the care, security and effective utilization of the Government property they use.

387 In accordance with Agency policy, employees may be required to reimburse the Agency for
388 failure to exercise reasonable care of Government property. Failure to exercise these
389 responsibilities may result in termination from telework in accordance with Section 10 of
390 this Article.

391

392 Management may require that employees working at an approved ADS obtain (at their own
393 expense) high-speed/broadband internet access sufficient to support the accomplishment of
394 the employee's assigned duties.

395

396 Section 8—Accountability and Evaluation of Work

397

398 Management will evaluate work performed at the ADS in accordance with the Telework

399 Program Request and Agreement and in accordance with Article 21 of the 2012 SSA/AFGE

400 National Agreement.

401

402 Management may require employees on telework to submit a written daily accounting of the

403 work performed at the ADS. The format and required content of the written account will be

404 determined by management.

405

406 Section 9—Employee Conduct at the ADS

407

408 All laws, government-wide rules, government-wide regulations, and Agency policies governing

409 employee conduct at the ODS continue to apply at the ADS including, but not limited to, the

410 Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

411

412

413 Section 10—Termination from the Telework Program

414

415 Employees may voluntarily terminate their participation in the Telework program at any time by
416 notification to their supervisor and may reapply at the next application period.

417

418 Management retains the right to terminate an employee's participation in the Telework Program

419 **f**

420 a. The employee no longer meets one or more of the eligibility requirements contained in

421 Section 3; or

422

423 b. The employee fails to comply with any of the conditions set forth in the Telework

424 Program Request and Agreement; or

425

426 c. The employee fails to comply with the provisions of this article; or

427

428 d. There is a consistent ~~diminishment in the employee's performance at the ADS in~~

429 ~~comparison to performance at the ODS.~~

430

431 Management will normally counsel employees about specific problems, including a

432 ~~diminishment in performance, before removing an employee from the Telework Program, except~~

433 ~~in the case of egregious serious violations. When an employee's participation in the Telework~~

434 ~~Program is terminated, the employee will be notified in writing of the reason for termination and~~

435 ~~the effective date of the termination. Management will consider individual circumstances~~

436 ~~when determining the effective date of removal from the program. An employee, who has~~

437 been removed from the Telework Program may reapply for Telework at the first application
438 cycle following a 1-year termination period, unless otherwise prohibited by law, rule, or
439 government-wide regulation. Management will consider individual circumstances when
440 considering the effective date of removal from the program. (Moved above)

441

442 If a disciplinary action is reversed, the employee will normally resume telework at the beginning
443 of the first pay period following the reversal as long as the employee meets the eligibility
444 requirements.

445

446

447 Section 11. AFGGE Notification

448

449 Should the Agency propose to modify, suspend, or terminate all or a significant part of its
450 telework program, appropriate notice will be provided to the Union. Bargaining to the extent
451 required by law will be in accordance with Article 4.