

1

Article 1

2

Governing Laws, Regulations and Existing Conditions of Employment

3

Section 1. Relationships to Laws and Government-Wide Rules and

4

Regulations

5

In the administration of all matters covered by this agreement, officials and

6

employees shall be governed by existing or future laws and existing government-

7

wide rules and regulations, as defined in 5 U.S.C. 71, and by subsequently

8

enacted government-wide rules and regulations implementing 5 U.S.C. 2302.

9

Section 2. Existing Conditions of Employment

10

In order to change any conditions of employment that were in effect on the

11

effective date of the 2012 SSA/AFGE National Agreement, and that are not

12

~~specifically and comprehensively~~ covered by the 2012 SSA/AFGE National

13

Agreement, the Agency shall provide notice and, upon request, bargain with the

14

Union to the extent required by law and in accordance with Article 4 of this

15

Agreement.

16

17

Section 3. Other Agreements

18

In order to change any Memoranda of Understanding, Supplemental Agreements

19

or any other written agreements between the Parties that were in effect on the

20 effective date of this Agreement and that are not **specifically and**
21 **comprehensively** covered by the 2012 SSA/AFGE National Agreement, the
22 Agency shall provide notice and, upon request, bargain with the Union to the
23 extent required by law and in accordance with Article 4 of this Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Article 7

Duration of Agreement

Section 1. Effective Date

This Agreement will be implemented and become effective per the parties
~~July 15, 2009~~ **March 19, 2018** Ground Rules MOU.

Section 2. Duration of the Agreement

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

24 **union will be entitled to seven (7) negotiators. In addition travelers are**
25 **entitled to two travel days to travel to and from Baltimore.**

26

27 **The Administration will pay for travel and per diem expenses for up to 5 of**
28 **the 7 union negotiators for the bargaining period. If for any reason the**
29 **negotiations are extended beyond the above time frames the Agency will**
30 **pay the travel and per diem for 5 negotiators up through and including**
31 **mediation and impasse proceedings.**

32

33 **Section 3. Reopener**

34

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

1 **Article 11**

2
3 **Union Use Of Official Facilities And Communications**

4
5 **Section 1. Use Of Agency Space**

6
7 A. All space provided for union use is Agency space.

8
9 B. All space provided is solely for the use of Administration employees, retirees, or
10 employees of AFGE, and other individuals with legitimate representational
11 business.

12
13 C. Union representatives designated as authorized 2080, 1440 or 1040 official time
14 hours users during the initial designation period of the National Agreement (per
15 Section 2.A of Article 30) will retain their current additional Agency provided space
16 and furnishings.

17
18 However, if a designated 2080, 1440 or 1040 official time hours user with additional
19 Agency provided space vacates his/her position for any reason (e.g., loses election,
20 leaves union, retires, etc.); or is designated as less than an authorized 1040 official
21 time hours user during any subsequent designation period (as detailed in Section
22 2.A of Article 30), such additional Agency provided space reverts back to the Agency
23 within 60 days unless E below applies.

24

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

28

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

36

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

39

40 E. If the successor to a designated 2080, 1440 or 1040 official time hours user with
41 additional Agency provided space is located in the same facility, or within the
42 commuting area, the successor will be allowed to use any additional agency
43 provided space in that facility. If the successor fails to frequently utilize such space
44 for representational activities, the space reverts back to the Agency. As long as the
45 successor retains the use of such space, other Union representatives within the
46 commute area may also have occasional use of the successor space. If the

47 successor already has additional Agency provided space and chooses to use his/her
48 predecessor's space, his/her current additional Agency provided space will revert
49 back to the Agency within 60 days.

50

51 F. If the successor is not located in the same facility or commute area of the designated
52 2080, 1440 or 1040 official time hours user with additional agency provided space,
53 and the successor does not already have additional agency assigned space, the
54 parties will consult regarding additional space for the successor. If the parties are
55 unable to agree on additional space, the successor will be entitled to space for up to
56 four (4) file cabinets at their officially assigned duty station.

57

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

61

62 G. Non Duty Use Of Facilities

63

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

66

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

70

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

75

76 **Section 2. Meeting Space**

77

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

81

82 B. The Administration agrees that where meeting space exists within a facility, it may
83 be made available for local meetings and membership drives during lunch periods or
84 for as long as the office is normally opened, subject to management approval. The
85 Union must give sufficient advance notice to ensure no disruption to the normal
86 mode of business.

87

88 **Section 3. Miscellaneous Services**

89

90 A. The Administration agrees to provide routine cleaning and maintenance service in
91 Union occupied space where it is located in SSA facilities. The Union is responsible

92 for ensuring accessibility to their space during normal cleaning and maintenance
93 schedules.

94

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

101

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

105

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

109

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

113

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

117

118 G. The Administration's telephone directories/listings will include the names and
119 telephone numbers of union officials consistent with the level of the directory/listings.
120 National listings will include AFGE Council Presidents and the AFGE National office
121 number.

122

123 H. Electronic Message Boards in Teleservice Centers

124

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

129

130 **Section 4. Mail Use**

131

132 Consistent with postal regulations, the Union shall have use of Agency metered mail
133 limited to labor relations representational matters but not including matters relating to
134 internal Union business. This, however, does not permit the Union representative to
135 use other types of mailing such as express, overnight, registered, certified mail, etc.,

136 except where required or to meet time frames imposed by a third party (e.g., EEOC,
137 arbitrator, FSIP, FLRA) or by the National Agreement.

138

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

140

141 A. The Agency will post the ratification copy of this Agreement on the OLMER and
142 AFGE web pages. The Agency will provide 2,500 copies of the ratification copy of
143 the Agreement to the Union as soon as possible.

144

145 B. The agency will print ~~5,000~~ **45,000** 5,000 copies of this Agreement for AFGE within
146 90 days of the effective date of the Agreement.

147

148 C. A copy of the signed Agreement will be posted on the OLMER Website. The agency
149 will provide an annual printed notice to bargaining unit employees on how to locate
150 the National Agreement on line (via desk drop).

151

152 D. The Administration, in recognition of the special needs of the blind employees in the
153 bargaining unit, will also provide copies of this Agreement in Braille or 508 compliant
154 electronic form to appropriate employees.

155

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

157

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

165

166 **Section 7. Bulletin Boards**

167

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

170

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

175

176 C. Union bulletin board space will be prominently identified as such by management
177 and will be located in areas accessible to bargaining unit employees. All postings
178 will be marked prominently as "Union Notices," and only the designated Union
179 bulletin boards will be used for such postings.

180

181 D. The Union agrees that information posted on bulletin boards will not contain items
182 relating to partisan political matters. or propaganda against or attacks upon
183 individuals. Information posted on bulletin boards by the Union relating to the
184 installation, SSA or the Federal Government will not contain language that will
185 malign the character of any individual Federal employee.

186

187 **Section 8. Telecommunications Systems**

188

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

191

192 B. The Union agrees that telephones will not be used for internal Union business.

193

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

198

199 **Section 9. E-Mail**

200

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

203

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

206

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

209

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

212

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

215

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

218

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

220

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

223

224 7. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not
225 be used to urge or promote lobbying activities by non union representative

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

228

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

237

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

243

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

246

247 B. ~~Grievances shall not be filed with the use of electronic mail since they require~~
248 ~~original signature.~~

249

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

252

253 **Section 10. Employee Data**

254

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

258

259 **Section 11. Addressing New Employees**

260

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

265

266 **Section 12. Notification to Employees of Exclusive Representation**

267

268 The Union will provide a general notice to employees of the exclusive recognition
269 granted to the Union, together with a list of Union-designated representatives and their
270 work locations and telephone numbers to be posted on Union bulletin boards. Where
271 the Union has had access to the boards in the past, the Union will post the notice.

272 Where the Union does not have access or there is no onsite representative, the

273 Administration will post it.

274

275 **Section 13. Council 224 Space**

276

277 **SSA will ensure that the MOU's/Floor Plans of May 14, 2003 and September 11,**

278 **2003 regarding space for AFGE Council 224 will be fully implemented upon the**

279 **effective date of this agreement.**

280

281

1 **Article 13**

2
3 **Parking and Transportation**

4
5 **Section 1. Changes in Parking Arrangements**

6
7 When changes in current parking arrangements are proposed, Management will notify
8 the Union and fulfill any obligation to bargain. This includes changes resulting from the
9 relocation of an office or the creation of a new office.

10
11 **Section 2. Parking Policy**

12
13 The Employer agrees to continue to provide secure, adequate, convenient parking
14 where currently provided in accordance with 41 CFR 102-74.305. In locations
15 where free parking for all employees is not available, available parking spots will
16 be distributed in a fair and equitable rotation amongst all interested employees
17 who do not meet the criteria in 41 CFR 102-74.305. Rotation (i.e. weekly, monthly)
18 to be based on service computation date and determined between local
19 management and the union.

20
21 **Section 3. Traffic Violations**

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

29

30 B. Suspension of parking privileges will be for just cause.

31

32 **Section 4. Shuttle Service**

33

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

37

38 **Section 5. Commute Options**

39

40 A. The Agency will promote the use of alternative commuting options and provide
41 related information on the agency intranet. Management will also make new
42 employees aware of this information.

43

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

46

47 C. The Agency will work closely with public transportation agencies to ensure the
48 availability of public transportation to the facility with special emphasis to
49 accommodate mobility-impaired employees.

50

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

54

55 **Section 6. Transportation Subsidy**

56

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

59

60 All employees are eligible to apply for a transportation subsidy from the Agency.
61 Employees eligible to participate in the agency transportation subsidy program, which
62 will be in accordance with government-wide rules and regulations, may receive a
63 subsidy not to exceed the amount of their actual monthly commuting expenses, up to
64 the maximum amount authorized by this Agreement and the Sidebar.

65

66

1 **Article 13**

2
3 **Sidebar**

4
5
6 1. As soon as administratively possible after the effective dates shown below, the
7 Agency will reimburse AFGE Bargaining Unit employees (with duty stations outside
8 of the National Capital Region) ~~up to the amount shown below per month for~~
9 allowable transportation expenses in accordance with government wide rules and
10 regulations, **up to \$90 per month.**

11
12 ~~• Beginning October 1, 2012 up to \$75~~

13 ~~• Beginning October 1, 2013 up to \$80~~

14 ~~• Beginning October 1, 2015 up to \$90~~

15
16 2. AFGE bargaining unit employees in the National Capital Region (NCR) will be
17 reimbursed up to \$125 per month for allowable transportation expenses in
18 accordance with government wide rules and regulations. The agency maintains the
19 discretion, to the extent provided by Law or Executive Order, to increase the monthly
20 reimbursement amounts should a subsequently enacted Law or Executive Order
21 increase the monthly allowable reimbursement limit for the NCR.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Article 21

Performance

Section 1. Introduction

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

Section 2. Overview

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

19 Employees will be rated on four elements ~~except new hires/trainees who will be rated on two~~
20 ~~elements~~. The appraisal ~~system~~ **program** offers three summary appraisal rating of record
21 levels with clear distinctions among those performance levels to differentiate between high
22 performing employees (Level 5 – Outstanding Contribution), the more typical successful
23 employees (Level 3 – Successful Contribution), and employees whose performance is clearly
24 failing (Level 1 – Not Successful).

25

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

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

33

34 **C. B.** The appraisal ~~system~~ **program** is used to make certain personnel decisions.

35

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

39

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

42

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

45

46

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

49

50 1. Employee Contribution

51

52 2. Employee Development

53

54 3. Administrative simplicity

55

56

57 Section 3. Appraisal system Program Definitions and Principles

58

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

60

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

64

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

70

71 D.

72

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

76

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

79

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

82

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

90

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

94

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

99

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

Article 21

106

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

109

110 ~~I. New Hires – External hires who are new to the Social Security Administration.~~

111

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

115

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

122

123

124

125 Section 4. Length of Appraisal Period

126

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

130

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

135

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

141

142 D. Annual Performance Appraisal

143

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

149

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

153

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

157

158 ~~1. the probationary period is completed, or~~

159

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

161

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

163

Article 21

164

165 Section 5. Issuing Performance Plans and Conducting Expectation Discussions

166

167 A. ~~Supervisors~~ Management The appraising official will issue performance plans containing
168 the Level 3 and 5 standards for each element to employees no later than 30 days from the
169 beginning of their appraisal periods.

170

171 ~~Each employee's supervisor~~ Management The appraising official will meet with the
172 employee one-on-one to discuss the employee's performance plan at the time it is issued.
173 However, if there is more than one management official at this discussion, the employee may
174 request to have a union representative attend the discussion (in person or telephonically)
175 provided no delay occurs.

176

177 The appraising official and the employee will ~~also~~ discuss the performance expectations so as
178 to attempt to arrive at a full and complete understanding of what is required to achieve the
179 successful contribution performance level (Level 3) described in the plan. The discussion
180 will also include some examples for Level 5 performance in an attempt to arrive at a general
181 understanding of the outstanding contribution performance level. The discussion will also
182 clarify any questions that the employees have concerning their 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 will document the expectations discussed with the employee.

208 Standard expectations may be developed for standard positions. This documentation will be

209 filed in the employee's SSA-7B Extension File, or electronic equivalent, as part of the

210 appraisal system ~~program and a copy will be given to the employee.~~ The employee may

211 also ~~place~~ have his/her comments **placed** in the SSA -7B Extension File **or electronic**

212 **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,

Article 21

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

Article 21

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

Article 21

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

Article 21

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.

311

312 I. Considerations in Assessing Performance

313

314 1. The Agency, when assessing performance, will consider factors which affect
315 performance that are beyond the control of the employee.

316

317 2. When numerical goals, guidelines, ~~and~~ indicators, **and expectations** are factors in
318 appraising an employee in a given critical element, management will consider the
319 employee's other job assignments and the actual amount of time available to perform the
320 job function being appraised under that critical element.

321

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

327

328 4. In the performance of and accounting for Agency work, statistical measures and their
329 application will be reliable.

330

331 5. The procedures that are used to gather information in order to evaluate employee
332 performance must reasonably ensure the accurate evaluation of performance. Reviews

Article 21

333 and/or sampling to assess performance will, to the extent practical, accurately reflect the
334 employee's work.

335

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

339

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

342

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

345

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

348

349 ~~9. 10-~~An employee shall not be rated on a performance standard that was not disclosed to
350 him/her as part of a written performance appraisal plan.

351

352 J. Documentation of Annual Performance Appraisal

353

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

361

362 K. Element Average

363

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

368

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

370

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

372

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

377

378

379 Section 7. Procedures for Marginal and Failing Performance

380

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

383

384 ~~A. Performance Assistance~~

385

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

389

390 ~~1. the expectations for improving performance;~~

391

392 ~~2. the employee's responsibilities; and,~~

393

394 ~~3. what assistance may be needed to perform at the Successful Contribution Level,~~
395 ~~which may include training, or mentoring, or other appropriate support.~~

396

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

398 ~~The manager may extend the period if the employee is demonstrating significant progress~~
399 ~~toward successful performance.~~

400

401 ~~The manager should summarize the discussion in writing. This will be initialed by the~~
402 ~~employee and placed in their SSA 7B Extension File or electronic equivalent, along with~~
403 ~~copies of training schedules and documentation of any other assistance provided. The~~
404 ~~employee will be given copies.~~

405

406 ~~Employees are considered to be performing at the Successful Contribution Level (Level 3)~~
407 ~~for purposes of any performance related personnel actions during a period of performance~~
408 ~~assistance. If a rating of record becomes due during a period of performance assistance, the~~
409 ~~employee will be rated no lower than the Successful Contribution Level (Level 3).~~

410 ~~Employees will be eligible for WIGIs and awards during an assistance period. Employees in~~
411 ~~career ladder positions will also be eligible for career ladder promotions, provided that the~~
412 ~~other requirements for promotion are met. If after successful completion of a Performance~~

Article 21

413 ~~Assistance Plan an employee develops another performance-related problem, they are entitled~~
414 ~~to another period of Performance Assistance.~~

415

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

417

418 B. Opportunity to Perform Successfully (OPS)

419

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

425

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

428

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

430

- 431 2. the performance requirement(s) or standard(s) that must be attained in each critical
432 element at issue in order to demonstrate acceptable performance, **those**
433 **performance requirements, expectations, and indicators should be consistent**
434 **with those given to the employee in the performance plan and expectation**
435 **discussions;**
436
- 437 3. a statement that the employee ~~may~~ **will** have any WIGI or career ladder promotion
438 withheld for the duration of the plan;
439
- 440 4. a summary of assistance already provided, along with the results;
441
- 442 5. a statement of the plan for providing additional assistance to the employee (e.g.,
443 targeted training, mentoring, etc.). The parties agree that placing an employee solely
444 on 100% review does not equate to appropriate assistance.
445
- 446 6. a statement that unless the employee's performance in the critical element(s)
447 improves to and is sustained at an acceptable level, the employee may be reassigned,
448 reduced in grade, or terminated.

449

450 OPS Plans will be instituted for a period of ~~120~~ **60** calendar days. Managers may terminate
451 the plan if successful performance is demonstrated and sustained before the end of the ~~120~~ **60**
452 days. Managers may extend the period if the employee is demonstrating significant progress
453 toward the Successful Contribution Level of performance.

Article 21

454

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

457

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

462 **Employees should not be restricted or excluded from normal work communications**
463 **with co-workers.**

464

465

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

471

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

Article 21

475 employee is under an OPS Plan, a Not Successful rating of record will be prepared and the
476 WIGI will be denied.

477

478

479 Section 8. Performance-Based Actions

480

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

486

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

490

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

492

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

497

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

499

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

501

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

503

504 D. The employee may appeal to the Merit Systems Protection Board in accordance with
505 applicable law, or the Union on behalf of the employee may timely file a written request to
506 invoke arbitration under the terms of this Agreement. The choice of appeal forum is
507 irrevocable. An employee shall be deemed to have exercised the appellate option at such
508 time as the employee timely initiates an appeal under the statutory procedure, or the Union
509 on behalf of the employee timely files a written request to invoke arbitration, whichever
510 occurs first. Arbitration must be invoked no later than thirty (30) days after the effective date
511 of the action unless EEO counseling is initiated pursuant to Article 24 Section 8.

512

513 E. The Not Successful (Level 1) rating of record for an employee who has been demoted or
514 reassigned for performance-based reasons in accordance with this Section will continue in

Article 21

515 effect until completion of the employee’s appraisal period for his/her current position.
516 However, if the employee is eligible for a WIGI prior to the completion of this appraisal
517 period, a rating of record will be issued when the employee has demonstrated successful
518 performance for at least 120 days.

519

520

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

522

523 ~~A. Overview~~

524

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

531

532 ~~B. Employees Covered~~

533

534 ~~1. New Hire/Trainees~~

535

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

541

542 ~~2. Current SSA Employee Trainees~~

543

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

547

548 ~~C. Length of Appraisal Period~~

549

550 ~~1. New Hire/Trainees~~

551

552 ~~The initial appraisal period for the new hires covered under NHT provisions begins with their~~
553 ~~entrance on duty into the new position and ends one year from that date. They are issued a~~

554 ~~limited performance plan consisting of two elements: Engages in Learning and Interpersonal~~
555 ~~Skills. Probationary employees are not appraised during their first year.~~

556

557 a. ~~If the employee's training period ends before the end of the probationary period,~~
558 ~~he/she is issued a rating of record at the end of the probationary period based on these~~
559 ~~two elements. The employee is then issued a full performance plan for the next rating~~
560 ~~period.~~

561

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

566

567 ~~At the completion of training, the employee is given the full performance plan. A rating of~~
568 ~~record is issued if a rating is due and the employee has been under the NHT plan for at least~~
569 ~~120 days.~~

570

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

574

Article 21

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

580

581 ~~2. Current SSA Employee Trainees~~

582

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

586

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

589

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

592 ~~The employee will then be issued another NHT performance plan.~~

593

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

598

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

601

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

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

607

608 ~~D. NHT Performance Plans~~

609

610 ~~Supervisors will issue NHT performance plans to new employees and trainees no later than~~
611 ~~30 days from their entrance on duty into their new positions.~~

612

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

616

617 ~~E. Monitoring Performance~~

618

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

621

622 ~~F. Annual NHT Performance Appraisal~~

623

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

627

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

631

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

636

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

639

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

641

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

643

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

647

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

649

650 ~~The procedures for dealing with marginal and failing performance in Section 7 do not~~
651 ~~apply to new hires and trainees serving under NHT performance plans if they are not~~

652 ~~entitled to the procedural and appeal rights described in 5 CFR 752 or 5 CFR 432 or if~~
653 ~~they have waived those rights. In these situations, new hires and trainees who~~
654 ~~demonstrate marginal or failing performance may be terminated for performance reasons~~
655 ~~with appropriate written notice.~~

656

657 Section 10.

658

659 The Agency will provide a yearly report, no later than ~~January~~ **March** of each year, to the Union
660 of the distribution of appraisal levels by position and grade level within each component, **to the**
661 **extent permitted by law and regulation.** The Agency will also provide a report of the
662 distribution of appraisal levels by EEO protected class within each component.

663 Section 11.

664 **If the Agency proposes to create any new measurement systems to assess or track employee**
665 **productivity, quality, or other performance criteria in any workload, job function, etc.,**
666 **then the Agency will provide advance notice to the appropriate union council/local. New**
667 **measurement systems must be consistent with SMART criteria. Within 30 days from the**
668 **date of the notice, the parties will begin discussions. Discussions will be conducted via**
669 **technology unless the parties are located in the same facility. There will be at least three**
670 **meetings, with more or less by mutual consent. Each party can be represented by up to 4**
671 **participants. Time used for these meetings will be in accordance with Article 30 with the**
672 **exception that the official time will not be counted against an individual representative's**

Article 21

673 **cap. At the conclusion of the meetings, if no agreement is reached regarding**
674 **implementation of the new measurement system, the Union can request to bargain**
675 **consistent with Article 4.**

676 **With regard to existing numeric performance standards/expectations in the Office of**
677 **Hearings Operations and the Office of Appellate Operations, the parties will begin**
678 **discussions within 60 days from the date of this agreement. Discussions will be aimed at**
679 **improving the existing numeric performance standards/expectations. There will be at least**
680 **three meetings, with more or less by mutual consent. Each party can be represented by up**
681 **to 4 participants. Time used for these meetings will be in accordance with Article 30 with**
682 **the exception that the official time will not be counted against an individual**
683 **representative's cap. If there is no agreement or understanding at the end of the meetings,**
684 **the parties will resume term negotiations in a 3-on-3 format regarding the use of numerics**
685 **in performance assessment within 60 days from the date of the last meeting.**

686

687 **Section 12.**

688 **The Service Observations, Speech Analytics, and Performance Quality MOUs are**
689 **incorporated by reference. If the Agency intends to implement similar programs into**
690 **components not covered by these MOUs, the Agency will give notice and an opportunity to**
691 **bargain under Article 4 and 5 USC 71.**

692

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Article 23

Disciplinary and Adverse Actions

Section 1. Statement of Purpose and Policy

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

The parties further agree that normally, discipline should be preceded by counseling and assistance including oral and written warnings counseling 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 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.

24 **Section 2. Timeliness of Discipline**

25

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

29

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

31

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

34

35 **Section 4. Investigations**

36

37 A. The Agency may conduct an investigation prior to proposing any
38 disciplinary or adverse action.

39

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

42

43 **Section 5. Reprimand**

44

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

51

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

57

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

61

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

63

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

66

67

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

68

69

70

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

71

72

73

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

74

75

76

77

4. Be represented.

78

79

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

80

81

82

83

84

85

86

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

90

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

93

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

96

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

98

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

101

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

104

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

108

109 4. Be represented.

110

111 B. The employee will be given a reasonable amount of duty time to prepare and
112 present a response to the proposal. Oral presentations will normally be
113 conducted face-to-face with the deciding official if the employee and the
114 deciding official are co-located. If the employee and deciding official are not
115 co-located, management will determine the method by which the oral
116 presentation will be conducted with consideration given to the employee's
117 preference.

118

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

124

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

129

130 The choice of the appeal forum is irrevocable. An employee shall be deemed
131 to have exercised his/her option at such time as the employee timely initiates
132 an action under the statutory procedures, or timely files a written grievance at

133 the last (pre-arbitration) step, whichever occurs first. Any grievance must be
134 initiated no later than 20 days after the effective date of the action.

135

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

138

139 E. Indefinite suspensions will be taken in accordance with 5 U.S.C. Chapter 75
140 and 5 C.F. R. part 752.

141

142 **Section 8. Request for Information**

143

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

149

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

151

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

154

155 **Section 10. Notice to Union**

156

157 The Agency will provide the Union, quarterly, a sanitized copy of all reprimands

158 and proposals of more serious disciplinary/adverse actions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

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
24 bargaining agreement; or
25
26 2. any claimed violation, misinterpretation or misapplication of any law,
27 rule or regulation affecting conditions of employment.
28
- 29 D. Grievances on the following matters are excluded from the scope of this
30 procedure:
31
- 32 1. any claimed violation of 5 U.S.C. 73 relating to prohibited political
33 activities;
34
35 2. retirement, life insurance or health insurance;
36
37 3. a suspension or removal under 5 U.S.C. 7532 relating to national
38 security;
39
40 4. any examination, certification, or appointment;
41
42 5. the classification of any position which does not result in the reduction
43 in grade or pay of an employee;
44
45 6. non-selection for non bargaining unit positions; or.

46

47

7. non-selection for bargaining unit employees from amongst

48

properly rated and ranked candidates with the exception that

49

employees may file grievances alleging unlawful discrimination

50

as defined by Title VII. However, employees may file a grievance

51

for non-selection from the exercise of a priority consideration.

52

Employees may also file either a grievance or unfair labor

53

practice, but not both, alleging anti-union animus; or

54

55

8. Termination of an employee serving under a probationary or trial

56

period.

57

58

Section 3. Exclusivity

59

60

Grievances may be initiated by employee(s) covered by this Agreement and/or

61

their Union representative or by the Administration. Representation of bargaining

62

unit employees shall be the sole and exclusive province of the Union.

63

64

This is the exclusive procedure available to bargaining unit employees, the Union

65

or the Administration for the resolution of grievances.

66

67

Section 4. Representation

68

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

72

73 B. The Union has the right to be present during any proceeding under the
74 negotiated grievance procedure. If the Union is not the designated
75 representative, a copy of the grievance will be provided to the Union within
76 five (5) workdays of the filing date. The Agency will provide the Union
77 reasonable advance notice of any grievance meeting/discussion when the
78 Union is not the designated representative. A copy of each grievance
79 decision will be timely provided to the Union, normally within five workdays.

80

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

84

85 D. For employees on flextime, the parties agree to schedule all steps in the
86 grievance process during the core hours of the grievant and representative
87 unless the parties mutually agree otherwise.

88

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

92

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

98

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

100

101 The Union and the Administration agree that grievances should be settled in an
102 orderly, and prompt, and equitable manner so that the efficiency of the
103 Administration may be maintained and morale of employees shall not be
104 impaired. Every effort shall be made by the Administration and the Union to
105 settle grievances at the ~~first level of supervision~~ **lowest level possible**.

106 Employees and their representatives will be unimpeded and free from restraint,
107 interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. 71 and
108 this agreement, in seeking adjustment of grievances. In accordance with Article
109 40, Alternate Dispute Resolution (ADR) is an option available to the parties to
110 address disputes.

111

112 **The parties may elect, by mutual agreement, to combine multiple**
113 **grievances filed on the same or similar issues and will process the**

114 **combined grievances in accordance with the procedures described in**
115 **Section 10.**

116

117 **Before the Agency or Union is required to render a decision at the last step of the**
118 **grievance process, the written grievance must clearly describe the matter(s)**
119 **being grieved, including the date/place of the occurrence and the individuals**
120 **involved. The written grievance must also identify the article(s), ~~and~~ section(s),**
121 **and provisions of the agreement that are involved, explain the alleged**
122 **violation, and state the requested relief.**

123

124 If the grievance is still unclear after the grieving party has provided the above
125 information required by the last step of the grievance process, management
126 should seek clarification of the matter being grieved before rendering the
127 decision.

128

129 **Only issues identified in the written grievance will be considered by the grievance**
130 **deciding official. Neither party may consider issues that were not raised at the**
131 **last step of the grievance process. An arbitrator may only consider issues that**
132 **were raised ~~at the last step of~~ during the grievance process.**

133

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

135 In the event either party should declare a grievance nongrievable or
136 nonarbitrable, the original grievance shall be considered amended to include this

137 issue. The parties agree to raise any questions of grievability or arbitrability of a
138 grievance, prior to the limit for the written answer in the final step of this
139 procedure, except for grievability/arbitrability issues related to sunset provisions,
140 which must be raised, at least ~~30~~ 21 days prior to the arbitration hearing. All
141 disputes of grievability/arbitrability shall be referred as threshold issues in the
142 related grievance, except where the parties agree to hear the threshold issue and
143 merits of the grievance separately.

144

145 **Section 7. Time Limits and Proof of Service**

146

147 A. A grievance concerning a continuing practice or condition may be presented
148 at any time. Except as covered in Section 8(B) a grievance concerning a
149 particular act or occurrence must be presented to the Step 1 management
150 official within ~~fifteen (15)~~ **thirty (30)** ~~fifteen (15)~~ working days of the action or
151 date the employee became aware of the act or occurrence.

152

153 B. Proof of service for the filing of a grievance shall be a certified mail return
154 receipt from the United States Postal Service, a delivery receipt from a
155 commercial delivery service; or a written acknowledgement when hand
156 delivered, or the transmission date when filed by email or fax.

157

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

159

160 **Section 8. Options**

161

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

169

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

176

177 B. Before filing a grievance which alleges discrimination, the employee may first
178 discuss the allegation with an EEO counselor. This discussion must be within
179 45 calendar days after the event causing the allegation or after the date the
180 employee became aware of the event. The counselor shall have 30 calendar
181 days to resolve the matter informally. If the counselor is unsuccessful, he/she
182 will give the employee a written notice stating his/her right to file either a

183 formal complaint under the statutory EEO procedure or a grievance under this
184 procedure. If the employee elects to file under the negotiated procedure,
185 he/she shall proceed under Section 9 of this article within ~~45~~ ~~30~~ 15 working
186 days and if the counseling process was used, attach a copy of the counselor's
187 notification to the grievance. The EEO counselor will advise the employee
188 with whom the grievance may be initially filed. For the purpose of this
189 section, the Step 1 official is the official who took the action which gave rise to
190 the allegation of discrimination or his/her designee. If this official is also the
191 Step 1, 2 or 3 official identified in Section 9, the grievance will be entered at
192 that step of the grievance procedure. If the official is the Step 3 official or
193 higher, that official will have 15 working days to attempt to resolve the matter
194 and issue a decision. If the matter is not resolved, the grievant will have ~~5~~ ~~10~~
195 5 workdays to elect to have the matter reviewed by a higher appropriate
196 authority identified by the Administration. That official will have 25 workdays
197 to either resolve the matter or render a final decision. If the employee does
198 not elect to use EEO Counseling, any grievance must be initiated within 45
199 ~~calendar~~ ~~30-work~~ 45 calendar days of the event which gave rise to the
200 allegation, or after the date the employee became aware of the event, in
201 accordance with the above procedure.

202

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

204

205 **Step 1**

206

207 A grievance must be submitted in writing, preferably, on the standard grievance
208 form provided by the Administration, and presented to the Step 1 management
209 official (designated in the Grievance Steps Chart below) within ~~15~~ ~~30~~ 15 working
210 days of the action or date the employee became aware of the act or
211 occurrence.

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

215 If multiple employees with the same Step 1 or Step 2 grievance official (per the
216 grievance chart in Section 9 of this article) file a single grievance over the same
217 matter, one grievant for every four (4) grievants will be selected to serve as the “de
218 facto” grievant(s) through the completion of the remaining step(s) of the grievance
219 process. If there are less than 4 grievants to the original grievance, there will be
220 one “de facto” grievant. Unless authorized by management, only the “de facto”
221 grievant(s) will be permitted to attend and participate in oral presentation(s) and
222 discussions with management regarding the grievance.

223

224 If the grievance is pursued to arbitration, individual relief may be appropriate.

225

226 Within ten (10) working days after receipt of the grievance, the Step 1 official
227 must hold a meeting or, if one is not requested, issue a decision in writing. If the

228 meeting is held after the fifth workday, the Step 1 official must issue a decision
229 within five (5) working days after the meeting. The decision will either grant,
230 partially grant, or deny the relief sought. The grievance may be appealed to the
231 Step 2 official within ~~five (5) ten (10)~~ five (5) working days after receipt of the
232 Step 1 decision. The Step 1 official will forward the grievance material to the
233 Step 2 official as indicated by the grievant's election to proceed to the next step.

234

235 Step 2

236

237 A. If the Step 2 official is located in the same installation as the grievant and/or
238 the union representative, the grievant and/or the union representative
239 shall have ~~five (5) ten (10)~~ five (5) workdays to make an oral and/or written
240 presentation.

241

242 B. If the Step 2 official is not in the same installation as the grievant and/or the
243 union representative, the grievant and/or the union representative shall
244 have ~~ten (10) twenty (20)~~ ten (10) workdays to make an oral and/or written
245 presentation.

246

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

250

251 D. The grievance may be appealed to the Step 3 official within ~~five (5)~~ ~~ten (10)~~
252 ~~five (5)~~ workdays after receipt of the Step 2 decision.

253

254 E. The Step 2 official will forward the appropriate grievance material to the Step
255 3 official as indicated by the grievant's election to proceed to the next step.

256

257 Step 3

258

259 A. If the Step 3 official is located in the same installation as the grievant and/or
260 the union representative, the grievant and/or the union representative
261 shall have ~~five (5)~~ ~~ten (10)~~ five (5) working days to make an oral and/or
262 written presentation.

263

264 B. If the Step 3 official is not located in the same installation as the grievant, the
265 grievant shall have ~~ten (10)~~ ~~twenty (20)~~ ten (10) workdays to make an oral
266 and/or written presentation.

267

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

271

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

274

275 E. ~~Step 2 and 3 meetings with~~ In Field Offices (~~OGP, OARO, ODAR, OHO, FO,~~
 276 ~~DCO~~) and OGC Regional Office where oral presentations in ~~Step 2 or Step 3~~
 277 ~~of the grievance procedure~~ are to be made to management officials outside of
 278 the installation, face to face meetings are preferred whenever feasible. If
 279 such meetings cannot be arranged within the timeframes for oral
 280 presentations, the parties may meet at a later date as scheduling will permit
 281 or may conduct the oral presentation by telephone, but will not delay the
 282 grievance process longer than 30 calendar days.

283

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 TSC)	Immediate Supvr.	TSC Manager	Regional TSC Mgr. or Next Level Supvr. if no

			Regional TSC Manager
FO (Mega TSC)	Immediate Supvr.	Next Level Supvr.	TSC Director
QQP OARO	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 Supvr.	Next Level Supvr	ARC/PCO
<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>			

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

289

290 The Step 2 and Step 3 officials listed above may use designees ~~at or above~~
291 ~~their administrative level~~ to complete their responsibilities. In the field council,
292 the above delegation applies except that the Step 3 official or designee in
293 his/her immediate office will issue the decision.

294

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

297

298

299 **Section 10. Union Management Grievance**

300

301 Either party may submit grievances through their respective representatives at
302 the national, component, or local levels. Grievances at the national level will be
303 submitted to the Commissioner or designee or the General Committee
304 spokesperson or designee as appropriate. Grievances at the component level
305 will be submitted to the component head or designee or the AFGE component
306 president or designee, as appropriate. Grievances at the local level will be
307 submitted to the Regional Chief ALJ, Regional Commissioner, Regional Director,

308 Regional Chief Counsel, Associate Commissioner or equivalent and the
309 designated Union official, as appropriate. Management officials listed above may
310 use designees to complete their responsibilities.

311

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

316

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

326

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

330

331 **Section 11. Grievance Decision**

332

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

337

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

339

340 A. In employee grievances, failure on the part of the Administration to meet
341 any of the time requirements of this procedure will permit the grievance to
342 advance to the next step.

343

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

347

348 C. If a decision is not issued, the grievance will not terminate.

349

350 **Section 13. Withdrawal**

351

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

355

356 **Section 14. Use of E-Mail in the Grievance Process**

357

358 All grievances require an original or electronic signature at filing and proof of
359 service (per Section 7.A. of this Article) regardless of the type of grievance or
360 where the grievance enters the process. A grievance decision at any step in the
361 process may be issued via email. Grievances filed under Section 8 or Section 9
362 of this Article may also be advanced via email through the remaining steps in the
363 process. When advancing a grievance via email, the employee or the union
364 representative (whichever is applicable) must request an oral presentation or the
365 oral presentation will be considered waived for that grievance step.

366

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

370

371 ~~**For the first year after implementation of this Agreement, the parties agree**~~
372 ~~**that grievances filed pursuant to Section 10 of this Article shall be the only**~~
373 ~~**type of grievance allowed for electronic filing. During the first year after**~~
374 ~~**implementation of this Agreement, the parties will engage in discussions to**~~

375 ~~develop a process for filing and processing employee grievances~~
376 ~~electronically. If the parties do not reach an agreement on a process, the~~
377 ~~parties will commence midterm bargaining on an electronic employee~~
378 ~~grievance filing process, consistent with Article 4. Regardless of the status~~
379 ~~of the employee grievance process, the parties can continue to file Section~~
380 ~~10 grievances electronically.~~

381

382 ~~If the Agency decides to implement an electronic grievance filing system,~~
383 ~~the Agency will provide the Union with advance notice, a briefing, and an~~
384 ~~opportunity to consult and bargain consistent with 5 USC 71.~~

385

386

SIDEBAR TO ARTICLE 24

387

Grievances filed pursuant to Section 10 of this Article may be filed electronically at

388

the appropriate level to a management-designated mailbox.

389

390

Within 60 days after the one year anniversary of the National Agreement, the

391

parties agree to meet via technology to discuss how to implement electronic filing of

392

Section 9 grievances.

393

394

If the Agency decides to implement an electronic grievance filing system for Section

395

9 and/or Section 10 grievances, the Agency will provide the Union with advance

396

notice, a briefing, and an opportunity to consult and bargain to the extent required

397

by 5 USC 71.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Article 25

Arbitration

Section 1. Invoking Arbitration

A grievance processed under this agreement, if unresolved, may be referred to arbitration as provided for in this article. Only the Union 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) work days after receipt of the written decision rendered in the final step of an 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, each party shall ~~may~~ submit a separate ~~submission~~ **concise issue statement not to exceed one type written page at the hearing or during the witness exchange process** and the arbitrator shall determine the issue or issues to be heard.

Section 2. Panels Arbitrator Selection

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

27 **The party invoking arbitration (invoking or moving party) will contact the**
28 **other party to jointly request a panel of 7 arbitrators from the Federal**
29 **Mediation and Conciliation Service (FMCS). The invoking party may**
30 **unilaterally request a panel of arbitrators from FMCS if the other party does**
31 **not respond within 14 calendar days.**

32

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

35

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

41

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

48 **FMCS of the selection of the arbitrator and will simultaneously serve a**
49 **copy of the notification on the other party.**

50

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

57

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

65

66 **Section 3. Removal of Arbitrators**

67

68 ~~Any arbitrator on a panel may be removed from the list by either party between~~
69 ~~October 1st and October 31st of each year by giving a written notice to the other~~
70 ~~party within this period. The parties will then mutually inform the arbitrator in~~

71 ~~writing that the arbitrator has been removed from the panel. Upon receipt of~~
72 ~~written notice, no further cases will be assigned to that arbitrator. The arbitrator~~
73 ~~will hear and decide any cases that are scheduled for hearing within the next 120~~
74 ~~days. 30 days.~~

75

76 ~~By December 1st, the parties will use the existing panel roster procedures to~~
77 ~~reassign all other cases of any arbitrator(s) who is removed from the panel. The~~
78 ~~moving party may request to have a specific case reassigned prior to~~
79 ~~December 1st.~~

80

81 ~~Either party may also remove an arbitrator (up to 5 per fiscal year, with no more~~
82 ~~than one from any individual panel) outside of the October 1st through October~~
83 ~~31st window, by giving written notice to the other party at the OLMER and~~
84 ~~General Committee Level. The parties will mutually inform the arbitrator in~~
85 ~~writing of the removal. Upon receipt of written notice, no further cases will be~~
86 ~~assigned to that arbitrator, but the arbitrator will hear and decide any cases~~
87 ~~scheduled for hearing within the next 120 days. 30 days. All other cases~~
88 ~~currently assigned to that arbitrator will be assigned to another arbitrator in~~
89 ~~accordance with existing panel roster procedures.~~

90 ~~The parties may mutually agree to remove an arbitrator at any time. The parties~~
91 ~~will mutually inform the arbitrator in writing of the removal. No further cases will~~
92 ~~be assigned to that arbitrator, but the arbitrator will hear and decide any cases~~
93 ~~scheduled for hearing within the next 120 days. 30 days. All other cases~~

94 ~~currently assigned to that arbitrator will be assigned to another arbitrator in~~
95 ~~accordance with existing panel roster procedures.~~

96

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

100

101 **Section 4 3. Refusal to Participate**

102

103 Should either party refuse to participate in arbitration, the other party may
104 ~~present the case to the assigned arbitrator, who shall have authority to render a~~
105 ~~decision.~~ contact the arbitrator to raise the concern. The arbitrator will jointly
106 discuss the concern with the parties to attempt to resolve the concern. If mutual
107 resolution is not reached, the arbitrator will determine how to proceed.

108

109 **Section 5 4. Arbitration Sunset Provisions**

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

113 For any case for which arbitration was invoked before the effective date of ~~the~~
114 this agreement but not scheduled, the case must be heard within ~~two~~ one years
115 after the effective date of this Agreement.

116 All cases invoked on or after the effective date of this agreement must be heard
117 within ~~2 ½~~ **three two** years from the date of invocation.

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

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

121 A ~~six~~ **three** month extension **from the end of the sunset period** will be granted
122 based on **any of the following conditions**: (a) postponement by the mutual
123 consent of the parties; (b) ~~motion of one party that is granted by the arbitrator;~~ (c)
124 ~~withdrawal or termination of the arbitrator by the Panel;~~ (d **c**) illness or death of
125 the arbitrator ~~or representative from either party;~~ (e **d**) inclement weather **or**
126 **catastrophic** event. ; ~~(f) furlough or lapse in funding.~~

127 ~~If a hearing is rescheduled to a date within the extended six month period and it~~
128 ~~cannot be heard because one of the exceptions above, an additional six month~~
129 ~~extension will be given to hold the hearing. However, if a party requests this~~
130 ~~additional extension under provision (b), that party will bear the full cost of the~~
131 ~~arbitrator fees and expenses including cancellation fees. Further extensions will~~
132 ~~be granted with these conditions.~~

133

134 **Section 6-5. Procedures**

135

- 136 A. Upon selection of the arbitrator, each party will identify its representative for
137 communications with the arbitrator and for responding to any questions. If
138 either party changes the originally identified representative, that party will
139 notify the other party, as well as the arbitrator, as soon as possible. **Any ex**
140 **parte communication is expressly forbidden.**
141
- 142 B. The procedures used to conduct the arbitration shall be determined by the
143 arbitrator. Each party will be entitled to have one (1) representative and one
144 (1) technical advisor at each hearing. Each party is entitled to ~~one (1) up to 2~~
145 **one (1) observers, who may not participate or engage in the hearing.** The
146 Union observer, if an agency employee, will be on ~~official~~ time in accordance
147 with Article 30 of this Agreement , **LWOP, or paid leave** and at no cost to the
148 Agency.
- 149
- 150 C. **All communications with arbitrators must be jointly conducted by the**
151 **parties. No issue statements or other material describing the case may**
152 **be submitted ex parte to the arbitrator as an accompaniment along with**
153 **routine hearing logistics such as date, time, place or purchase orders.**
154
- 155 D. ~~C.~~ **The arbitrator's fees and expenses will be shared equally by the parties.**
156
- 157 E. ~~D. If the Administration requests a transcript, the Administration will bear the~~
158 ~~entire cost of such transcript and will furnish one copy to the Union. If either~~
159 **party requests a transcript, the requesting party will bear the entire cost**

160 of such transcript and will forward one copy to the arbitrator. If the other
161 party wishes to have a copy of the transcript, that party will pay for the
162 copy.

163

164 F. ~~E.~~ The arbitration hearing shall be held, if possible, on government controlled
165 property, **mutually agreed upon by both parties**, at or near the city where
166 the dispute arose, unless the parties agree to hold the hearing elsewhere.
167 **The site will provide internet and printing access for the unions'**
168 **representatives.**

169

170 G. ~~F. For Article 24, Section 8 and 9 grievances, the agency will pay the~~
171 ~~authorized travel and per diem costs of one grievant, if the grievant is an SSA~~
172 ~~employee at the time of the hearing. If the grievant is no longer an SSA~~
173 ~~employee at the time of the hearing, the agency will pay authorized travel and~~
174 ~~per diem from the grievant's duty station at the time the grievance was filed to~~
175 ~~the site of the hearing.~~

176

177 The parties agree to keep the number of witnesses to a reasonable number.

178 The union will pay all costs for its representatives and witnesses with the
179 exception that the agency will pay the travel and per diem costs of two union
180 witnesses who are current SSA employees.

181

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

184

185 H. ~~G~~-The arbitrator's decision shall be final and binding. In other than expedited
186 cases, the arbitrator shall make specific finding of fact(s) based on the
187 evidentiary record. However, either party may file an exception to the
188 arbitrator's award in accordance with applicable law and regulations. The
189 arbitrator will be requested to render the decision as quickly as possible, but
190 in any event not later than the timeframes specified in Section 9 of this article
191 unless the parties mutually agree to extend the time limit.

192

193 I. ~~H~~-If the arbitration award is unclear to either party, the award shall be
194 returned to the arbitrator for clarification.

195

196 J. **There shall be no discovery or motions practice before or during**
197 **hearings. This does not affect post hearing briefs requested by the**
198 **arbitrator.**

199

200 K. **No unilateral written statements of the case will be provided prior to the**
201 **arbitration.**

202

203 **Section 7-6. Effect of Arbitrator's Award**

204

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

207

208 **Section 8 7. Expedited Arbitration Procedures**

209

210 ~~The following expedited arbitration procedure is hereby adopted~~ The moving
211 party will request a list of arbitrators who are willing to hear expedited
212 cases with respect to any grievance which involves:

213

214 - An employee's formal performance appraisal, other than demotions or
215 removals for unacceptable performance under 5 U.S.C. Chapter 43;

216

217 - Final decision to withhold a within-grade salary increase;

218

219 - Reprimands and suspensions of 14 days or less;

220

221 - Counseling and oral warnings;

222

223 - Action imposing sick leave restriction;

224

225 - Denials of sick leave, annual leave, and LWOP;

226

227 - AWOL charges; and

228

229 - Any other matter mutually agreed upon.

230

231 A. The parties agree that the primary purpose of this supplemental arbitration

232 procedure is to provide a swift and economical method for the resolution of

233 identified disputes. ~~The parties agree to take positive action to see that this~~

234 ~~purpose is fulfilled; and, in addition the arbitrator shall have the authority to~~

235 ~~take steps necessary to see that the purpose is fulfilled.~~

236

237 The hearing shall be informal.

238

239 No briefs shall be filed or transcripts made.

240

241 There shall be no formal evidence rules.

242

243 **No written submissions of the case will be presented prior to or during**

244 **the arbitration. This includes no written opening and closing**

245 **statements.**

246

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

248 arbitrator.

249

250 ~~The hearing shall be scheduled not more than sixty (60) days after notification~~
251 ~~to the arbitrator. If the designated arbitrator is not available to conduct a~~
252 ~~hearing within sixty (60) days, the next panel member in rotation shall be~~
253 ~~notified until an available arbitrator is obtained.~~

254

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

261

262 C. The arbitrator may issue a bench decision at the hearing but, in any event,
263 the arbitrator shall render the decision within ~~forty-eight (48) hours~~ **five**
264 **workdays** after conclusion of the hearing. This decision shall be based on
265 the record developed by the parties before and at the hearing and shall
266 include a brief written explanation of the decision.

267

268 D. The arbitrator's decision shall be final and binding on both parties. However,
269 either party may file an exception to the arbitrator's award in accordance with
270 applicable law and regulations.

271 **At the approximate midpoint of the National Agreement, the parties will**
272 **review the status of the arbitration process. This will include a review of the**

273 FMCS process, and how it is working. If the parties mutually agree, Section
274 2 of Article 25 may be reopened, in order to update or modify any
275 provision.

276

277 ~~Section 9.8. Arbitration Panels~~

278

279 ~~I. Purpose:~~

280

281 ~~It is to the advantage of both Parties to minimize the cost of travel and~~
282 ~~expenses to be paid and shared for the selected arbitrators, as well as their~~
283 ~~availability for a given time frame. Therefore, the Parties constituted panels~~
284 ~~for both regular and expedited arbitrations, established a National case~~
285 ~~control system for the panels, and adopted the following provisions:~~

286

287 ~~II. Structure:~~

288

289 ~~A. Each regular and expedited panel will be composed of the number of~~
290 ~~arbitrators indicated below for both panels. There will be one regular and~~
291 ~~one expedited panel for each of the following geographic areas:~~

292

293 ~~1. Baltimore-Washington (20) (Panel 1)~~

294 ~~(Headquarters, Washington, D.C., the entire States of Maryland and~~
295 ~~Virginia)~~

296

297 ~~2. Philadelphia (10) (Panel 2)~~

298 ~~(Eastern Pennsylvania, Southern New Jersey and Delaware)~~

299

300 ~~3. New York (20) (Panel 3)~~

301 ~~(Metropolitan area, Northern and Central New Jersey)~~

302

303 ~~4. Syracuse (5) (Panel 4)~~

304 ~~(Western New York)~~

305

306 ~~5. Albany (5) (Panel 5)~~

307 ~~(Eastern New York)~~

308

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

310 ~~(Massachusetts, Connecticut, Rhode Island, New Hampshire,~~

311 ~~Vermont, and Maine)~~

312

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

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

315

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

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

318

- 319 ~~9. Birmingham (10) (Panel 9)~~
320 ~~(Alabama, Kentucky, Tennessee, and Mississippi)~~
321
322 ~~10. Pittsburgh (5) (Panel 10)~~
323 ~~(Western Pennsylvania, West Virginia)~~
324
325 ~~11. Chicago (10) (Panel 11)~~
326 ~~(Illinois, Wisconsin, and Minnesota)~~
327
328 ~~12. Cleveland (10) (Panel 12)~~
329 ~~(Michigan, Ohio, and Indiana)~~
330
331 ~~13. Kansas City (10) (Panel 13)~~
332 ~~(Missouri, Kansas, Iowa, North and South Dakota, Nebraska,~~
333 ~~Colorado, Utah, and Wyoming)~~
334
335 ~~14. Dallas/Ft. Worth (10) (Panel 14)~~
336 ~~(Texas, Oklahoma, Louisiana, Arkansas, and New Mexico)~~
337
338 ~~15. Seattle/Portland (10) (Panel 15)~~
339 ~~(Washington, Idaho, Oregon, and Montana)~~
340
341 ~~16. San Francisco (10) (Panel 16)~~

342 ~~(Northern California, Northern Nevada)~~

343

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

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

347

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

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

350

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

352

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

354

355 ~~B. New panels can be established or panels can be reformed as the Parties~~
356 ~~jointly decide. Similarly, the Parties can jointly reduce the size of panels~~
357 ~~or alter the method of selecting panels as they see fit.~~

358

359 ~~III. Exclusions~~

360

361 ~~If an arbitration arises and a panel is depleted, the moving party will request a~~
362 ~~list of 7 arbitrators from FMCS within 60 calendar days from the date of~~
363 ~~invocation. The request will include the rates specified in this Article. The~~
364 ~~parties will equally share the costs of the requested list from the FMCS.~~

365 ~~Within ten (10) workdays after receipt of the list, the parties will consult in an~~
366 ~~attempt to select an arbitrator from the list. If agreement is not reached, each~~
367 ~~party will strike from that list until one arbitrator is selected, who will hear that~~
368 ~~case. A coin toss will determine which party strikes first. If the invoking party~~
369 ~~does not request a list of arbitrators from the FMCS within 60 calendar days~~
370 ~~of invocation, the invocation of the arbitration is considered withdrawn. The~~
371 ~~parties will equally share the arbitrator costs.~~

372

373 ~~IV. Fee Schedule~~

374

375 ~~A. Expedited Arbitration~~

376

377 ~~1. The fee for all expedited cases will be \$500 \$800 a case.~~

378

379 ~~2. If the hearing is cancelled or postponed 9 calendar days or less prior~~
380 ~~to the scheduled hearing date and the arbitrator is so notified, or if the~~
381 ~~arbitrator appears at the hearing and the case is settled or cancelled~~
382 ~~by the parties without a hearing, the arbitrator shall be paid the~~
383 ~~arbitrator's published cancellation fee, not to exceed \$500 \$800 per~~
384 ~~case, plus any travel and lodging expenses that the arbitrator incurs.~~

385 ~~If the hearing is cancelled or postponed 10 calendar or more days~~
386 ~~prior to the scheduled hearing date and the arbitrator is so notified,~~
387 ~~there is no charge to the Parties.~~

388

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

391

392 ~~B. Regular Arbitration~~

393

394 1. ~~Arbitrators selected will be paid their regular published rate on file with~~
395 ~~FMCS up to a maximum of \$1,000 1,600 a day, or portion thereof for~~
396 ~~hearing days. Study days will be paid at the Arbitrator's published fee~~
397 ~~up to a maximum of \$1,000 1,600 a day.~~

398

399 2. ~~The Parties agree to pay up to 2 study days for each 1 day of~~
400 ~~hearing. Arbitrator's request for additional study days must be~~
401 ~~mutually agreed to by the Parties prior to communicating approval to~~
402 ~~the arbitrator.~~

403

404 3. ~~If a hearing is cancelled or postponed 14 calendar days or less prior~~
405 ~~to the scheduled hearing date and the arbitrator is so notified, or if the~~
406 ~~arbitrator appears at the hearing and the case is settled or cancelled~~
407 ~~by the Parties without a hearing, the arbitrator shall be paid the~~
408 ~~arbitrator's published cancellation fee, not to exceed the maximum~~
409 ~~amount established for the panel per day, plus any travel and lodging~~
410 ~~expenses that the arbitrator incurs.~~

411

412

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

413

~~scheduled hearing date and the arbitrator is so notified, there is no~~

414

~~charge to the parties.~~

415

416

~~C. Travel Expenses for both Regular and Expedited Hearings~~

417

418

~~Arbitrator's travel expenses will be reimbursed based on Government~~

419

~~Travel Regulations.~~

420

421

~~D. Discontinuing the Hearing for both Regular and Expedited Cases~~

422

423

~~If the arbitrator discontinues/leaves the hearing without proper cause, no~~

424

~~fee or travel expenses are payable, and his/her name will be removed~~

425

~~from the panels.~~

426

427

~~V. Rules for Arbitrators Serving on the Panels~~

428

429

~~A. Arbitrators selected for the panels may only serve on one geographic~~

430

~~panel unless otherwise mutually agreed upon by the parties.~~

431

~~Arbitrators must maintain a permanent (tax) residence within the assigned~~

432

~~geographic panel area.~~

433

434 ~~B. The arbitrator's travel expenses will be paid from the point of origin being~~
435 ~~the arbitrator's residence or office located within the geographical area of~~
436 ~~the panel, or another location, if travel from that location is more~~
437 ~~advantageous to the Parties.~~

438

439 ~~C. The arbitrator will be available to hear cases all year long within the entire~~
440 ~~geographical area(s) of his/her panel assignment(s). Failure to adhere to~~
441 ~~this provision is grounds for removal from the panels.~~

442

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

445

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

448

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

453

454 ~~Arbitrators will be informed in the "Rules for Arbitrators serving on Panels"~~
455 ~~that if a decision in an expedited arbitration is not rendered within 15 days,~~

456 ~~their fees will be reduced by 20%. If a decision is not rendered within 30~~
457 ~~days, the original fee will be reduced by 40%.~~

458

459 ~~These timeframes begin either the day after the hearing concludes or the~~
460 ~~day after post-hearing briefs (if applicable) are due, whichever is later.~~

461 ~~The Parties may mutually agree to extend the timeframes for a decision~~
462 ~~without imposing a reduction in fee penalty.~~

463

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

468

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

471

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

474

475 ~~J. The arbitrator will hear a case within 60 days of notification by the~~
476 ~~moving party that it is ready to proceed unless the parties mutually~~
477 ~~agree otherwise.~~

478

479 ~~VI. Removal and Replacement of Arbitrators~~

480

481 ~~A. If due to attrition, any panel has less than 50% of the number of arbitrators~~
482 ~~specified in Section 9.11 of this Article, the Parties will request a list of~~
483 ~~arbitrators from the Federal Mediation and Conciliation Service. The~~
484 ~~parties will share the costs of any list(s) requested. The foregoing process~~
485 ~~will not prevent the Parties from considering other interested arbitrators~~
486 ~~who wish to serve on the panels. The Parties at the national level will take~~
487 ~~steps to ensure that all panels are adequately staffed.~~

488

489 ~~B. The parties will write to the entire list of arbitrators to determine the~~
490 ~~arbitrators' availability and acceptability of the conditions and/or fee and~~
491 ~~expenses for both regular and expedited panels.~~

492

493 ~~C. The Parties will compile a final list of available arbitrators into a list of~~
494 ~~qualified candidates for each panel of regular and each panel of expedited~~
495 ~~arbitration. A final list of at least 5 for each panel vacancy must be~~
496 ~~established before the striking process begins. If 5 arbitrators are not~~
497 ~~available for each panel vacancy, an additional request will be made to~~
498 ~~FMCS for additional names of arbitrators, including their biographical~~
499 ~~sketches.~~

500

501 ~~This process will be repeated until a list of 5 available arbitrators is~~
502 ~~established.~~

503

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

507

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

511

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

517

518 VII. ~~Operation of the Panels~~

519

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

522

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

530

531 ~~In the case of any disagreement between the Parties on whether the~~
532 ~~arbitration is a regular or expedited arbitration, the panel representatives will~~
533 ~~refer to Section 8 of this Article to determine if the expedited or regular~~
534 ~~arbitration process will be used. If the parties still do not agree on which~~
535 ~~process will be utilized, the procedural issue of whether the case is expedited~~
536 ~~or regular will be settled by the arbitrator assigned, by prehearing conference~~
537 ~~call.~~

538

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

544

545 ~~Panel representatives (backups) will proceed to assign arbitrators for the~~
546 ~~invocations. If there is more than one invocation for a panel, the invocation~~
547 ~~dated first will be selected first. If there is more than one invocation for a~~
548 ~~particular date and panel, the Parties agree to take turn selecting which case~~
549 ~~is assigned next. If only the moving party's representative has received an~~
550 ~~invocation, an arbitrator will be assigned and a copy of the invocation will be~~
551 ~~forwarded to the other party's panel representative so that each side has a~~
552 ~~copy of all invocations.~~

553

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

558

559 ~~The Parties will contact the arbitrator and set a date, time and place for the~~
560 ~~hearing when they are ready to move the case to hearing.~~

561

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

565

566 ~~If, for any reason, the arbitration is cancelled, the litigators will jointly inform~~
567 ~~the panel representatives in writing. This action will automatically place the~~
568 ~~arbitrator on the top of his or her respective panel.~~

569

570 ~~The Agency panel representative will send a confirming letter to the arbitrator~~
571 ~~with the date, time and place of the hearing specified. She/he will enclose~~
572 ~~billing directions and information on Government travel regulations for the~~
573 ~~arbitrator. A copy of the confirmation letter with attachments will be sent to~~
574 ~~the litigators.~~

575

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

578

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

582

583 ~~The Union's panel representative will be provided with reasonable official time~~
584 ~~to perform the duties and responsibilities associated with these functions.~~

585 ~~This official time will be handled in accordance with Article 30. It is understood~~

586 ~~that no travel or per diem will be authorized in connection with these~~

587

~~functions.~~

588

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

592

593 ~~VIII. Combined Cases~~

594

595 ~~The Parties recognize that it can be efficient and cost effective to join cases to~~
596 ~~be heard by an arbitrator at a single hearing. The Parties encourage~~
597 ~~representatives at the panel level to work together to identify and schedule~~
598 ~~cases that can be joined and heard simultaneously consecutively. Disputes~~
599 ~~on whether to join cases will be resolved by the arbitrator.~~

600

601 ~~IX. Review Process~~

602

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

608

609

610 ~~(Appendix A1)~~

611

612 ~~Panel~~

613

614 ~~Mr.~~

615

616 ~~Dear Mr.:~~

617

618 ~~This is to notify you that you are being removed from the permanent panel of~~

619 ~~arbitrators as established by the American Federation of Government~~

620 ~~Employees, General Committee and the Social Security Administration.~~

621

622 ~~As of (insert date), no further cases will be assigned to you. However, if a~~

623 ~~hearing is scheduled within the next 120 days, you may hear and decide that~~

624 ~~case. All other cases assigned to you will be reassigned.~~

625

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

627

628 ~~Sincerely~~

629

630

631

632 ~~Panel Designee _____ Panel Designee~~

633

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

635 ~~Government Employees~~

636

637 ~~ee:~~

638 ~~Federal Mediation and Conciliation Service~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

Article 26

Merit Promotion

Section 1. Purpose and Policy

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

Section 2. Career Development Programs

A. The Agency will publicize all career development programs when they are announced. Announcements will contain adequate specific application instructions. Such programs will be offered depending on the availability of funds and the needs of the Agency. ~~The parties agree that Career~~

23 ~~Development programs will be an agenda item of the AFGE/SSA Labor~~
24 ~~Management Forum **Union Management Meeting.**~~

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

31
32 **B. The Job Experience Learning Program (JELP) MOU dated April 2, 2015**
33 **is incorporated into this Agreement.**

34
35 **C. The Skills Connect MOU dated March 3, 2016 is incorporated into this**
36 **Agreement.**

37
38 ~~B. D.~~ Neither party waives its rights under 5 U.S.C. 71 regarding the
39 implementation of career development programs.

40
41 **Section 3. Career Ladder Positions**

42
43 A. Career ladder positions help employees to develop to successfully perform
44 higher-level duties through training and incremental assignment of more
45 complex work. The responsibilities assigned to the entry levels of career

46 ladder positions will involve more basic skills and knowledge, as compared
47 to the journey level responsibilities. The responsibilities at each level of the
48 career ladder position will be conveyed to employees through the position
49 description, ~~and~~ career ladder plan **and progress and expectation**
50 **discussions**. Career ladder plans and/or revisions of plans will be tailored
51 to the complexity of the job duties.

52

53 B. Each career ladder position will have a career ladder plan. The career ladder
54 plan will outline the criteria for each grade level which an employee must
55 meet in order to be promoted. A copy of the plan will be ~~given~~ **made**
56 **available** to each employee upon entry into the career ladder position and
57 when he/she is promoted to a new level of the career ladder plan. The
58 employee will also be advised of his/her earliest date of promotion eligibility.
59 In addition, the employee and the union will be provided with a copy of any
60 revised career ladder plan within 30 days of each revision. When career
61 ladder plans are established and/or revised, the Administration will provide
62 notice to the Union. Bargaining, to the extent required by ~~law~~ **5 USC 71**, will
63 be in accordance with Article 4.

64

65 **Section 4. Career Ladder Advancement**

66

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

69

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

73

74 2. If an employee is not meeting the criteria for promotion to the next
75 grade level of the career ladder, the employee will be provided with
76 45 30 days written notice prior to earliest date of promotion eligibility.

77

78 3. In the event that the employee met the promotion criteria but the
79 appropriate management official failed to initiate the promotion
80 timely, the promotion will be retroactive to the beginning of the first
81 pay period after the pay period in which the requirements were met.

82

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

89

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

92

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

96

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

99

100 **Section 5. Applicability of Competitive Procedures**

101

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

104

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

111

112 ~~G. Details - Competitive procedures will be applicable to any selection for detail~~
113 ~~of more than 120 days to a higher grade position, to a position with known~~
114 ~~promotional potential, or a position which provides specialized experience as~~

115 ~~defined in the OPM Qualification Standards required for subsequent~~
116 ~~promotion to a designated higher grade position.~~ **(Moved in part to A and**
117 **Covered in B)**

118

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

122

123 **E D. Appointments -** Competitive procedures apply to the transfer of a
124 Federal employee or to the reinstatement of a former Federal employee
125 to a position above the highest grade previously held permanently unless
126 the position is a higher-graded successor position or to a position at or
127 below that grade if the position has promotional potential above the
128 highest grade previously held permanently. The employee must not have
129 been demoted or separated for personal cause from the higher grade(s)
130 and, when competitive procedures apply, be identified as a well-qualified
131 candidate with eligible SSA employees to be eligible for appointment. To
132 the extent feasible, the same qualification standards and the same
133 methods of evaluation will be applied to both SSA employees and
134 persons being considered for appointment to higher-graded positions
135 above the highest grade previously held permanently by transfer or
136 reinstatement.

137

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

140

141

142 **F. Participation in a bargaining unit Career Development Program may not**
143 **be used to non-competitively place participants into bargaining unit**
144 **positions.**

145

146 **Section 6. Applicability of Noncompetitive Actions**

147

148 **A. Promotions - The following promotions may be taken on a noncompetitive**
149 **basis unless otherwise provided:**

150

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

158

159 **2. Promotion of an incumbent or an individual entitled to reemployment rights**
160 **to a position that is reclassified to a higher grade without significant**

161 change in duties or responsibilities, either on the basis of a new
162 classification standard or as the result of correction of an original
163 classification error. When the incumbent of the upgraded position meets
164 the legal requirements and qualification standards for promotion to the
165 higher grade, the incumbent will be promoted.

166

167 3. Promotion of an employee previously selected competitively for a lower
168 step of a career ladder.

169

170 4. Promotion after receiving priority consideration.

171

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

174

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

180

181 7. Temporary promotions to a higher grade totaling 120 days or less during
182 any 12 month period. **Announcement and selection procedures for**
183 **such temporary promotions are described in Article 27. If a**

184 temporary promotion that was not expected to exceed 120 days was
185 originally made on a noncompetitive basis, any extension beyond 120
186 days must be made under competitive procedures.

187

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

191

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

193

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

195

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

202

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

204

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

206

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

211

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

216

217 3. Details to unclassified duties.

218

219 Promotional credit or points may not be given for any non-competitive detail,
220 including any non-competitive temporary promotions. **Posting and selection
221 procedures for such details will be made pursuant to Article 27.**

222

223 D. Other Noncompetitive Actions

224 1. Conversion of an employee from a temporary promotion to a permanent
225 promotion in the same position and office provided the vacancy
226 announcement for the temporary promotion indicated that the promotion
227 could later become permanent.

228

229 2. ~~Selection from an OPM approved register or delegated examining unit~~
230 ~~certificate of eligibles. (Moved to Section 5.F)~~

231

232 3. Transfer of a Federal employee or reinstatement of a former Federal
233 employee (including conversion to reinstatement from a temporary
234 appointment) to a position at the same or lower grade than the highest
235 permanent grade held under a career or career-conditional appointment
236 provided the candidate was not demoted or separated for personal cause
237 from a higher grade and also provided that the position does not have
238 known promotional potential to a grade higher than the highest permanent
239 grade held.

240

241 4. Reinstatement to the same career ladder position for which an employee
242 was previously selected competitively or to a similar career ladder position
243 having similar qualification requirements and having no greater known
244 promotional potential.

245

246 5. Reinstatement of a former SSA employee to a position which is the
247 higher-graded successor to a position he/she previously held. Such
248 reinstatements may be made non-competitively when classification of the
249 successor position is based on the establishment of a new position
250 classification standard or the revision of a position classification standard.

251

252 6. A position change permitted by reduction-in-force regulations.

253

254 E. ~~Additional~~ Procedures for ~~noncompetitive~~ details are described in Article 27.

255

256 **Section 7. Vacancy Announcements and Areas of Consideration**

257

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

261

262 B. Areas of Consideration- The area of consideration for a position vacancy is
263 that area in which the Administration should reasonably expect to locate
264 enough well-qualified candidates. Employees within an area of consideration
265 are given the opportunity to be considered by means of the vacancy
266 announcement and application procedures and/or by being automatically
267 considered without having to submit an application. Unless otherwise
268 indicated in this article, areas of consideration are applicable when filling
269 bargaining unit position vacancies are as follows:

270

271 1. The normal area of consideration for positions at the GS-8 through GS-15
272 levels and equivalent **FWS Wage Grade** levels is SSA region-wide and
273 4100 applicants. This area of consideration includes all SSA installations
274 in the region in which the duty stations of the vacancy is geographically

275 located. At the discretion of management, the normal area of
276 consideration for positions at this level may be expanded to include all, or
277 portions, of other regions or SSA nationwide.

278

279 2. The normal area of consideration for positions at the GS-7 level and below
280 and equivalent **FWS Wage Grade** levels is SSA commuting area wide and
281 4100 applicants. This area of consideration includes all SSA installations
282 in the commuting area of the vacancy. At the discretion of management,
283 the normal area of consideration for positions at this level may be
284 expanded to include all, or portions, of other regions or SSA nationwide.

285

286 3. When a position is established at the grade of full performance level,
287 together with one or more trainee grades, the grade of the full
288 performance level will be used to determine the area of consideration for
289 the trainee positions regardless of the grade at which it is being filled at
290 any given time.

291

292 C. The following relationship exists between SSA/ODAR Headquarters and SSA
293 Region III (Philadelphia: For positions in the Philadelphia Region, the term
294 "region-wide" includes SSA Headquarters in Baltimore, Maryland/Washington
295 D.C., and ODAR Headquarters in Falls Church, Virginia.

296

297 The following relationships exist between the Regions and the Program

298 Service Centers:

299 For positions in the Northeastern PSC, the term "SSA region-wide"
300 includes both the Boston and New York regions. Similarly, for both the
301 Boston and New York regions, the term includes the Northeastern
302 PSC.

303

304 For positions in the Mid-America PSC, the term "SSA region-wide"
305 includes both the Kansas City and Dallas regions. Similarly, for both
306 the Kansas City and Dallas regions, the term includes the Mid-America
307 PCS.

308

309 For positions in the Western PSC, the term "SSA region-wide" includes
310 the Denver, Seattle, and San Francisco regions. Similarly, for the
311 Denver Seattle, and San Francisco regions, the term includes the
312 Western PSC.

313

314 D. Reducing the Area of Consideration.

315 When solicitation throughout the normal area would be clearly impractical
316 because of operational needs, **management may reduce** the area of
317 consideration ~~may only be reduced by mutual consent of the parties~~. The
318 announcement package will document the reduced area of consideration.

319 **Management will identify the clear operational needs to the Union upon**
320 **request.**

321

322 ~~E. Expanding the area of consideration. When the area of consideration is not~~
323 ~~expected to produce an adequate number of well-qualified candidates for the~~
324 ~~selecting official's consideration, Management can expand the area of~~
325 ~~consideration. The vacancy announcements will identify the expanded area~~
326 ~~of consideration.~~

327

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

332

333 ~~G. Automatic Areas of Consideration.~~

334

335 ~~1) Management may request an automatic area of consideration, defined as~~
336 ~~the automatic consideration of incumbents of a specific organizational~~
337 ~~component or other grouping of positions without being required to apply~~
338 ~~for the vacancy.~~

339

340 ~~2) An area of automatic consideration consists of employees who are~~
341 ~~identified as candidates for a vacancy without being required to apply. An~~

342 ~~area of automatic consideration will be used together with a vacancy~~
343 ~~posting procedure and applicants will be assessed with those in the~~
344 ~~automatic area of consideration.~~

345

346 H. If the agency posts a vacancy announcement for a bargaining unit position
347 ~~and there are less than 10 bargaining unit employees who meet the minimum~~
348 ~~qualifications for the position within the commute area of the vacancy, the~~
349 agency will **decide whether to** authorize relocation expenses **at the time the**
350 **announcement is posted.**

351

352 I. When filing a higher graded position which has been created by
353 reengineering the duties of one or more lower graded position(s), the area of
354 consideration will be restricted to the incumbents of the lower graded
355 positions(s).

356

357 **Section 8. Information on Vacancy Announcements.**

358

359 A. Vacancy announcements will include, as a minimum:

- 360 1. Statement of nondiscrimination;
- 361 2. Announcement number and opening and closing dates;
- 362 3. Position number(s), title(s), series, and grade(s);
- 363 4. Number of vacancies to be filled;
- 364 5. Promotional test to be used, if any;

- 365 6. Geographic and organizational location;
- 366 7. Time in grade requirements, if any;
- 367 8. Area of consideration;
- 368 9. Summary of qualification requirements (including KSA's),
- 369 10. Hours of work and/or the availability of alternative work schedule options,
- 370 including telework;
- 371 11. If appropriate, a statement that the vacant position is a trainee position
- 372 leading to a noncompetitive promotion;
- 373 12. Permanent or temporary nature, and duration, if temporary;
- 374 13. Filing instructions.
- 375 14. Name and telephone number of the personnel specialist or other
- 376 individual to contact for specific assessment criteria and other information
- 377 relating to the announcement;
- 378 15. The Servicing Personnel Office (SPO);
- 379 16. Closing date of the announcement;
- 380 17. Statement as to whether the agency will pay relocation expenses for the
- 381 vacancy. All relocation expenses will be in accordance with federal
- 382 travel regulations and other applicable laws and government wide rules
- 383 and regulations.
- 384 18. The rating and ranking criteria.
- 385 ~~19. Name and location of selecting and approving officials.~~
- 386

387 B. Announcing Career Ladder Vacancies and Vacancies Covered by
388 Training Agreements.

389

390 4. Career ladder vacancies and vacancies covered by training agreements
391 may be announced at any or all grades.

392

393 C. Posting and Distribution of Vacancy Announcements.

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

395

396 2. Individual vacancy announcements will remain open and posted for
397 ~~15~~ 10 workdays.

398

399 3. Open continuous announcements will remain posted at all times
400 unless the Administration determines to discontinue the use of
401 these announcements. An employee may file at any time as
402 outlined in the vacancy announcement. The cutoff date for the
403 applicants to be considered for a specific vacancy will be the date
404 the request to fill the vacancy is received in the SPO. Applications
405 received after that date will be considered for future vacancies.

406

407 D. Amending Vacancy Announcements. If a vacancy announcement has been
408 posted and is later found to contain a substantial error, the announcement will
409 be amended if the selecting official still intends to fill the position under the

410 competitive process. The amendment should cite the change(s) and indicate
411 whether or not the original applicants need to re-file in order to be considered.

412

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

417

418

419 **Section 9. Employee Applications**

420

421 A. Who Must File: To be considered for an announced vacancy, an employee
422 must file and sign the electronic SSA- 45, Occupational Questionnaire and
423 supporting documentation.

424

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

427

428 1. Individual Announcements - Applicants who wish to be considered for a
429 posted vacancy must apply by the closing date shown on the vacancy
430 announcement. The electronic application and any other documentation
431 will be considered received on the day of transmission.

432

433 2. Short-Term Absence- An employee on approved absence from duty for
434 1 to 3 weeks may file for a vacancy upon returning to duty. Employees
435 absent throughout the entire open period of an announcement must
436 apply within 3 workdays following their return. The application must be
437 accompanied by supervisory certification of the dates of absence. The
438 SPO will arrange for the employee's consideration if the BQL has not
439 yet been furnished to the selecting official.

440
441 3. Long-Term Absence – Prior to departure, employees who
442 are scheduled to be absent in excess of 3 weeks should
443 provide the SPO with a written request to be considered
444 for positions posted during their absence and a complete
445 application. The request must cite the title, series, grade
446 and specific organization location of each position for
447 which they wish to be considered.

448

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

453

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

456

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

459

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

462 or

463

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

465

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

469

470 E. Applications

471

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

477

478 2. The Agency will provide appropriate training on how to file for a vacancy
479 and how to complete a SSA-45. The Agency will continue to make

480 instructional material on the promotional process available to bargaining
481 unit employees.

482

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

486

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

488

489 The IVOL Application is used to rate and rank applicants in accordance
490 with the Knowledge, Skills and Abilities (KSA's) for the position to be
491 filled. The Occupational Questionnaire is a factor in determining the
492 employee's potential to perform in the vacant position. **The Occupational**
493 **Questionnaire will be based on a relationship between the promotion**
494 **criteria and the job duties.** Questions will be in accordance with 5 CFR,
495 Part 300, Subpart A. An applicant's awards, performance appraisal and
496 career achievements are also factors in the rating and ranking process.

497

498 The Agency is responsible for developing/updating evaluation criteria and
499 KSA's. The Agency will ensure the establishment of a valid crediting plan
500 for ~~FWS~~ **Wage Grade** positions.

501

502 ~~The Occupational Questionnaire will be based on a relationship between~~
503 ~~the promotion criteria and the job duties.(moved to above)~~

504

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

510

511 Promotion criteria used to evaluate candidates must be job related and
512 consistently applied. Promotion criteria will be developed by identifying the
513 major tasks/duties of the position based on information contained in the
514 position description, career ladder plan, qualification standards and or
515 classification standards. Any task examples will be related to the
516 knowledge, skills and abilities required for the position.

517

518 ~~If the Agency completes a new job analysis and subsequently changes the~~
519 ~~promotion criteria for that position, the union will be provided with an~~
520 ~~opportunity to comment. Bargaining, to the extent required by law, will be~~
521 ~~in accordance with Article 4.~~

522

523 **Section 11. Rating and Ranking**

524

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

527

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

531

532 C. ~~The names of the promotion committee members will be documented in the~~
533 ~~promotion package.~~

534

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

540

541 E. ~~Promotion committees will not contact applicants or solicit information from~~
542 ~~sources regarding the applicants.~~

543 ~~Questions or concerns regarding the information provided by applicants~~
544 ~~should be referred to the personnel specialists or staff person advising the~~
545 ~~committee.~~

546

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

550

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

553

554 H. The number of candidates to be included on the BQL is determined by the
555 number of vacancies to be filled. For one vacancy, the BQL would consist of
556 the 40 15 highest ranked applicants plus ties for the last place. For each
557 additional vacancy, the BQL would include the next 2 5 highest ranking
558 applicants plus ties for last place.

559

560 I. If additional vacancies arise prior to the approval of the BQL, the selecting
561 official may request that the number of candidates referred for initial selection
562 be based on the larger number of vacancies. Such requests will be
563 documented in the announcement package.

564

565 J. Separate BQ lists will be established for positions posted at more than one
566 grade level or for more than one geographic location. The number of names
567 referred on each list will be determined by the number of vacancies to be
568 filled at each grade level or geographic location. If the number of vacancies
569 to be filled at each grade level or geographic location is not specified, the

570 number of names referred will be based on the total number of vacancies to
571 be filled.

572

573 K. An abbreviated rating procedure may be used when the number of
574 candidates to be rated is no greater than the number of names that would be
575 included on the BQL for the number of vacancies to be filled. Applicants may
576 be rated against the entire rating schedule or may be rated only up to the
577 point where it is apparent that the applicant would or would not receive at
578 least 50% of the total maximum score possible under the entire rating
579 schedule.

580

581 L. ~~The list will be reviewed to ensure that the correct names and number of~~
582 ~~names has been included on the tentative BQL. After review, the personnel~~
583 **specialist Human Resources specialist will certify the BQL.**

584

585 M. The approved BQL and the applications submitted by the best qualified
586 candidates will be given to the selecting official.

587

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

591

592

593 **Section 12 Best Qualified List (BQL) Determinations**

594

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

598

599 ~~1) Awards (Maximum of 10)~~

600

601 ~~———— a) 1 point for cash awards earned earlier than 5 years from the date~~
602 ~~of the vacancy (maximum of 5 points).~~

603

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

605

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

608

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

610

611 ~~2) Appraisal (Maximum 35)~~

612

613 ~~———— The applicant's element average on his/her most current appraisal~~
614 ~~multiplied by a factor of 7.~~

615

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

617 ~~—~~

618 ~~— The agency will total the point scores from the questionnaire and rank~~
619 ~~applicants. A maximum of 50 points will be attributed.~~

620

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

622

623 ~~Employees may receive 1 point for each of the following Career~~
624 ~~Achievements for a maximum of 5 points.~~

625

626 ~~a. Representing the agency on various initiatives to deliver~~
627 ~~information about agency programs.~~

628

629 ~~b. Suggesting (formally or informally), recommending,~~
630 ~~organizing, and/or implementing a work process that improved~~
631 ~~accuracy or resulted in a cost or time savings.~~

632

633 ~~c. Serving as a subject matter expert, delivering formal~~
634 ~~classroom instruction, or providing formal mentoring or on-~~
635 ~~the-job training; or serving on a voluntary detail of at least 30~~
636 ~~days.~~

637

638 ~~d. Participating in a workgroup or interagency activity to develop~~
639 ~~or revise technical resource materials or test the effectiveness~~
640 ~~of a work process or system.~~

641
642 ~~e. Receiving a letter of commendation or an honor award for~~
643 ~~contributions to the accomplishment of the agency's mission~~
644 ~~or for providing exemplary service in the community that~~
645 ~~promotes or enhances the image/mission of the agency or the~~
646 ~~federal service.~~

647

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

649

650 **Section 13. Selection**

651

652 A. The selecting official may use all available information, including
653 **honorary/monetary awards and performance appraisals**, to determine the
654 candidate(s) who merit promotion. **If a selecting official needs additional**
655 **information regarding candidates on the BQL such information must be**
656 **obtained either through a written request or through an interview of**
657 **candidates on the BQL. If a selecting official seeks written information**
658 **regarding a candidate, any response to such written request must also**
659 **be in writing. Copies of such written requests and responses will be**
660 **given to the promotion candidate. Selecting officials are prohibited**

661 **from utilizing a test, questionnaire of any similar instrument to further**
662 **rank candidates on the BQL. If the selecting official asks for**
663 **recommendations from supervising officials of BQL candidates, such**
664 **recommendations will be in writing and copies of such**
665 **recommendations will be given to the employee. If the selecting official**
666 **obtains written information on an applicant from any source, it must be placed**
667 **in the promotion package.**

668

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

671

672 C. The approved BQL shall be referred to the selecting official in rank order.

673

674 ~~D. If the selecting official elects to interview any candidates on the BQL, the~~
675 ~~selecting official must interview the first ten candidates on the BQL.~~
676 ~~However, if ties in the candidates' point scores would require the selecting~~
677 ~~official to interview more than ten candidates, the selecting official is only~~
678 ~~required to interview candidates up to the candidate preceding the tie. For~~
679 ~~example, if the 7th thru 12th candidate are tied, the selecting official is only~~
680 ~~required to interview through candidate 6 on the BQL.~~ **Selection**
681 **interviews may be conducted with one or more of the candidates; not**
682 **all candidates must be interviewed.**

683

- 684 E. The selecting official will normally make selections within ~~60~~ **90** calendar
685 days of receipt of the BQL.
686
- 687 F. The issue of competitive selections to address any under-representational
688 issues is an appropriate topic for discussion at the annual AEP meeting
689 referenced in Article 18 of the National Agreement.
690
- 691 G. In the event that an unanticipated vacancy(s) in the same position and
692 location as the posted vacancy occurs within ~~90 days~~ **six months** of the
693 selection, the selecting officer may make additional selections from the
694 best-qualified candidates on that list.
695
- 696 H. When a selection has been made, the Administration will arrange a
697 release date, notify the employee, and ensure that the appropriate
698 personnel forms are processed. The effective date of a promotion action,
699 other than promotion within a career ladder, will be the first day of the pay
700 period in which the employee is scheduled to report. However, if the
701 employee is within one pay period of the end of a waiting period increase,
702 consideration should be given to promoting the employee at the beginning
703 of a pay period on or after the effective date of the within-grade increase.
704 If due to administrative error, the personnel action was not processed in a
705 timely manner, the promotion effective date will be made retroactive to the
706 beginning of the pay period in which the employee actually reported.

707

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

711

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

715

716 **K. If the vacancy is one for which an underrepresentation exists and is a**
717 **targeted occupation as identified in the Affirmative Employment Plan,**
718 **and there are well-qualified candidates who would reduce the**
719 **underrepresentation, then the selecting official will give serious**
720 **consideration to those individuals who would reduce the**
721 **underrepresentation. If an underrepresentation is not present, then the**
722 **selecting official will seriously consider providing upward mobility for**
723 **those well-qualified candidates who have been stagnated in grade.**

724

725 **Section 14. Employee Information**

726

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

728

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

732

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

734

735 2. How his/her points were derived;

736

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

739

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

741

742 **Section 15. Union Review of Competitive Actions**

743

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

747

748 B. The Union will provide the designated agency official with the names of the
749 Union representatives who are responsible for conducting audits. Any
750 changes to the list of designated representatives will be sent to the Agency in

751 writing. The representative designated to conduct the audit will not have
752 been an applicant for the promotion package being audited.

753

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

757

758 D. If the employee chooses to use the Union procedure, he/she must make a
759 written or oral request to the Union within 15 working days after the selection
760 ~~is announced to all employees~~ **posted to the SSA intranet site**. A Union
761 request under Subsection (A.) above may be made within ~~420~~ **60** days
762 following the date ~~the selection is~~ **posted to the SSA intranet**.

763

764 E. The designated official responsible for the package will make all pertinent
765 records from that package available either electronically or via hard copy to
766 the Union auditor within ~~7~~ **20** working days of receipt of the written request.
767 The Union will treat the information confidentially. ~~For purpose of this section,~~
768 **The** aforementioned pertinent records shall include the vacancy
769 announcement, training and awards **(if provided as part of the employee's**
770 **application)**, applications, occupational questionnaire, employee answers to
771 the occupational questionnaire, the total overall score for the questions, **name**
772 **of the selection official**, selection certificates, declinations and information in
773 the promotion package in accordance with Section 13.A.

774

775 While the parties agree that there is no need to meet the statutory standards
776 of 5 USC 7114 (b)(4) to obtain the information, e.g., particularized need, the
777 Agency nonetheless is legally entitled to protect the privacy of the applicants
778 involved in the action.

779

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

782

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

786

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

790

791 **Section 16. Priority Consideration**

792

793 A. Definition - For the purpose of this Article, a priority consideration is the bona
794 fide consideration for non-competitive selection given to an employee as the
795 result of a previous failure to properly consider the employee for selection
796 because of procedural, regulatory or program violation. A priority

797 consideration does not give the employee a guarantee to be selected for any
798 vacancy.

799

800 B. Processing

801

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

809

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

815

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

820

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

824

825 **C. Union Notification**

826

827 In order to assure compliance with this section, the Union will be furnished
828 statistics on priority considerations granted and exercised and the results.
829 Statistics will be kept and supplied to the Union on a ~~quarterly~~ **semi-annual**
830 basis. The Union will also be notified in writing of each individual priority
831 consideration completed.

832

833 **Section 17. Temporary Promotions**

834

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

843 ~~Employees detailed to a higher graded position for a period of more than~~
844 ~~10 consecutive work days must be temporarily promoted. The employee~~
845 ~~will be paid for the temporary promotion beginning the first day of the~~
846 ~~detail. The temporary promotion should be initiated at the earliest date it~~
847 ~~is known by the Agency that the detail is expected to exceed 10~~
848 ~~consecutive work days. The 10 consecutive work day provision will not be~~
849 ~~circumvented by rotating employees into a higher-grade position for less~~
850 ~~than 10 days solely to avoid the higher rate of pay. For the purposes of~~
851 ~~this section, a GS employee, who performs the grade-controlling duties of~~
852 ~~a higher-graded position for at least 25% of his/her time for 10 consecutive~~
853 ~~work days or a FWS employee who performs higher-graded duties on a~~
854 ~~regular and recurring basis, shall be temporarily promoted. The approving~~
855 ~~official should issue the decision as soon as possible.~~

857

858

859 **Section 18. Miscellaneous**

860

861 In January of each year, the Agency agrees to provide to the AFGE **General**
862 **Committee Spokesperson Council Presidents and Presidents of Locals**
863 ~~1923 and 2809~~, information on the number of bargaining unit vacancies by
864 grade, series, component, location, and job title filled with an Agency
865 employee for the prior fiscal year. Information will also be included on
866 bargaining unit external hires for the prior year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Article 30

Official Time

Section 1. Policy Statement

Union officials, when not engaged in authorized labor-management activities, are expected to accomplish the duties of the position to which they have been assigned. The Administration recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.

Section 2. Designation

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

24

25 B. Only those union representatives identified on the list provided by the Union will be
26 authorized official time for union representational activities and labor-management
27 relations functions.

28

29 **Section 3. Union Sponsored Training**

30

31 A. The Administration recognizes that union sponsored training is an appropriate
32 representational activity for which official time may be used. When requesting
33 official time for union sponsored training or conferences, the Union will provide the
34 appropriate management official with documentation, at the time of the request,
35 denoting the date, location, subject matter and provider or sponsor of the training or
36 conference. Management will timely respond to the request after receiving the
37 information from the Union

38

39 B. The Administration's sole expense for all union sponsored training will be official
40 time. Where available, the Agency shall permit the use of Agency training space.

41

42 **Section 4. Exclusions**

43

44 A. Official time is not appropriate for use by a union representative for work performed
45 at home (including under an authorized flexiplace agreement) or outside the time the
46 union representative would otherwise be in duty status. This section is not intended
47 to preclude a remedy of straight time in accordance with case law.

48

49 B. In accordance with 5 USC 7131 (b), the use of official time is prohibited for internal
50 union business.

51

52 C. Employees filing Article 24, Section 9 grievances and witnesses at arbitration
53 hearings will be granted a reasonable amount of official time, not subject to
54 individual caps or the bank to prepare and present their grievances and
55 testimony.

56

57 **Section 5. Provisions for Official Time**

58

59 A. Consistent with 5 U.S.C. 71 and this Agreement, Union representatives will be
60 granted official, subject to the availability of official time as described below, for the
61 following representational activities:

62

63 1. Term Negotiations—to prepare for and negotiate a collective bargaining
64 agreement.

65

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

68

69 **3. Dispute Resolution** —to process grievances up to and including arbitrations and
70 to process appeals of bargaining unit employees to the MSPB, FLRA and, as
71 necessary, to the courts.

72

73 **4. General Labor-Management Relations**—meetings between labor and
74 management officials to discuss general conditions of employment, labor-
75 management committee meetings, labor relations training for union
76 representatives, union participation in formal meetings and investigative
77 interviews, and all other general labor relations activities consistent with 5 USC
78 71.

79

80 B. The Union will be allowed to use up to ~~250,000~~ **230,000** hours per fiscal year for the
81 official time activities identified in Section 5.A. Official time authorized pursuant to 5
82 U.S.C. 7131 (a) and (c) is not counted toward the bank (term negotiations, mid term
83 bargaining and FLRA time). Unused official time hours do not carry over into the
84 next fiscal year.

85

86 C. Union representatives will be allowed to use the official time hours described in
87 Section 5.B in the performance of union representational activities as described in
88 Section 5.A as follows:

89

90 1. Twelve (12) union representatives will be authorized to use up to 2080 hours in a
91 fiscal year and,

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

94

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

97

98

99 4. All other union representatives will be authorized to use up to 520 hours in a
100 fiscal year.

101

102 5. All official time use is subject to the availability of bank hours as described in
103 Section 5.B.

104

105 D. Union representatives are required to stagger their use of authorized official time
106 hours over the course of the fiscal year. Union representatives will work out official
107 time usage with their supervisors to accommodate both union representational
108 activities and Agency assigned duties. The parties recognize that a mutually agreed
109 upon schedule is the recommended method for scheduling official time.

110

111 E. Union representatives identified as 2080 hour users of official time will be
112 allowed to designate a replacement 2080 hour union representative when he/she
113 expects to be unable to use any official time hours for a period of at least one
114 work week. Electronic designation must be made in advance to OLMER and
115 include the designee's name and the expected duration of the 2080 hour

116 designation. Official time hours used by the designee during this period will be
117 subtracted from the fiscal year bank available to AFGE (230,000 official time
118 hours) but will not be counted against the designee's individual annual limit (i.e.,
119 1440, 1040 or 520 hours per fiscal year).

120
121 F. Time spent by employees, including union officials, representing employees in
122 statutory EEO complaints is official time under 29 Code of Federal Regulations
123 and not countable towards the bank.

124
125

126 **G. An employee may be granted Leave Without Pay (LWOP) to engage in**
127 **Union activities and representational duties on the national, district or local**
128 **level, to work in programs sponsored by the Union or AFL-CIO, upon**
129 **written request by the appropriate Union office. Such requests will be**
130 **referred to the appropriate management official and will normally be**
131 **approved. Such employees shall continue to accrue benefits in accordance**
132 **with applicable OPM regulations. LWOP for this purpose is limited to one**
133 **year but may be extended or renewed upon proper application. Upon**
134 **return to duty after a period of LWOP, management will restore the**
135 **employee to the position which the employee held prior to the leave or to a**
136 **similar position at the same grade level and pay within the commuting area.**

137

138 **Section 6. General Accountability Provisions for Official Time Users**

139

140 Union representatives will on a daily basis sign in on the Agency sign in/sign out form
141 (SSA-30), and sign out on the same form when they depart from their official duty
142 station. If a union representative is unable to sign in/out because he/she is off site on
143 labor-management business, the union representative will notify the supervisor in
144 advance and make arrangements with his/her supervisor to submit the SSA-30 on a
145 daily basis if in an SSA facility or when they return to their officially assigned duty station
146 if not in an SSA facility.

147

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

151

152 **Section 7. Official Time Requests and Reporting Procedures**

153

154 A. All requests for official time will be submitted via OUTTS or equivalent electronic
155 reporting system. Sufficient information (time, date, representational category and
156 location if other than normal duty station) must be included with the request to allow
157 the approving official to determine if the time requested and activity described meet
158 the criteria outlined in this Article. Unless an authorizing official is not available,
159 approval from the authorizing official must be obtained prior to engaging in official
160 time. The representative will inform the supervisor when he/she returns to work after
161 completion of the representational activity.

162

163 B. If management is unable to approve a request for official time, the reason for denial
164 will be provided. If an operational emergency does not permit the union
165 representative to use the official time when requested, another occasion will be
166 determined, keeping in mind the interests of the union and employees as well as the
167 needs of the employer. When management determines that a union
168 representative's presence is necessary to meet Agency work requirements and the
169 requested official time cannot be used by the end of the workday that the request
170 was made, management will ensure that the denied official time can be used within
171 two workdays.

172

173 C. Accounting of Official Time will be submitted via OUTTS or equivalent electronic
174 reporting system.

175

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

177

178 H. OUTTS will be modified to accommodate the provisions of this Article. If
179 Management proposes modifications to OUTTS beyond the provisions of this
180 Article, it will provide notice to the Union and, upon request, bargain. to the extent
181 required by 5 USC Chapter 71.

182

183 **Section 8. Representational Activities at the Local Level**

184

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

187

188 **Section 9. Allegations of Abuse**

189

190 Alleged abuses of official time shall be brought to the attention of an appropriate union
191 official on a timely basis by an appropriate management official. The management
192 official will discuss the matter with the local or council president as appropriate. If the
193 matter cannot be resolved, appropriate action may be taken to resolve the dispute.

194

195

196

197

198

1

2

Article 32- Veterans

3

4 Section 1

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

12

13

14 Section 2

15 **SSA will insure that All Veterans will be given provide sufficient information**
16 **regarding various benefits that Veterans may be eligible for as SSA/federal**
17 **employees. This will include, but is not limited to the following: Veteran's rights**
18 **and benefits under the USERRA (Uniformed Services Employment and**
19 **Reemployment Rights Act), Wounded Warriors Federal Leave Act of 2015 (one time**
20 **credit of 104 hours of sick leave for service connected disabilities), Montgomery GI**
21 **Bill (regarding on the job training money due for SSA training), Military Time Buy**
22 **Back (within 3 years from hire date), Proper calculation of veterans Service**

23 **Computation Date to include credit for prior military service, proper leave accrual**
24 **category (some military will start their SSA career in the 6 or 8 leave category),**
25 **FMLA and Reasonable Accommodations. ~~the Agency will insure that all Veterans~~**
26 **~~can communicate with SSA officials regarding Veterans benefits and Veterans~~**
27 **~~work issues.~~**

28 **The Agency provide this information to all veterans at the start of employment with**
29 **the Agency.**

30

31

32 **Section 3**

33 **~~The EAP program will include counselors qualified to address Veterans issues.~~**
34 **Upon request, Employee Assistance Program counselors will assist service**
35 **members with transitioning from military to the civilian work environment. If the**
36 **EAP is unable to perform this task, the Agency may consult with the Department**
37 **of Veterans Affairs in handling issues as they arise.**

38

39 **Section 4**

40 **SSA will provide Veterans with a comprehensive web site that provides the Veteran**
41 **with information on the Agency website**
42 **(<http://dchr.ssapost.ba.ssa.gov/vetransterminal/>), including but not limited to**
43 **rights and benefits in Section 2 of this article as well as information regarding**
44 **benefits, counseling service, accommodations and disability services, military and**
45 **veterans resources and military leave. ~~counseling services, special Veterans~~**

46 ~~mentoring programs including peer mentoring, communications mechanisms to~~
47 ~~communicate with other SSA veterans, information regarding Veteran's medical~~
48 ~~issues, etc.~~

49

50

51 **Section 5**

52 ~~SSA will honor Military Reserve commitments for Veterans and the Agency will~~
53 ~~eliminate barriers to Veterans ability to continue to serve our nation. In accordance~~
54 ~~with applicable laws and regulations, SSA will honor reserve commitments for~~
55 ~~employees who are members of the military. Upon notification of activation, the~~
56 ~~Agency will provide the employee with information on Reservist Differential Pay.~~

57

58

59

60 **Section 6**

61 ~~SSA will adopt a liberal leave policy when Veterans need treatment and/or~~
62 ~~mentoring for conditions that Veterans experience due to their service to the~~
63 ~~nation. adhere to applicable laws and regulations regarding leave for veterans and~~
64 ~~members of the military.~~

65

66

67

68

69 **~~Section 7~~**

70 **~~SSA will be sensitive to PTSD/TBI and its impact on Veterans behavior as well as~~**
71 **~~any other medical problems that Veterans suffer as a result of their military~~**
72 **~~experience.~~**

73

74

75 **~~Section 8~~**

76 **~~SSA will adopt a liberal leave policy for Veterans who request time for Veterans~~**
77 **~~related issues. This would include providing information about any additional leave~~**
78 **~~a Veteran would be entitled to and assisting the Veteran with Agency Human~~**
79 **~~Resources contacts.~~**

80

81 **Section 9**

82 **SSA will adopt compulsory training for all Agency management staff in recognizing**
83 **and responding appropriately to the medical needs of all Veterans.**

84

85

86

87 **Section 10**

88 **SSA will refrain from sharing PII of Veterans with non- Veterans in the workplace.**

89

90 **Section 11**

91 **The Agency will continue to include Veterans in its Diversity and Inclusion**
92 **program. The Agency will promote Veterans related issues on an annual basis.**

93

94 **Section 12**

95 **The Agency will create a Veterans Mentoring program. This program will focus on**
96 **newly hired Veterans with the explicit goal of achieving a parity with retention rates**
97 **among Veterans and non-Veteran new hires. The Agency will also include tenured**
98 **employees in this Veterans Mentoring program after initial rollout in order to**
99 **promote long term retention and advancement of Veterans to strive for a parity**
100 **between the Agency and other Federal agencies.**

101

102 **Section 13**

103 **The Agency will create an online Human Resources Portal accessible to employees**
104 **via the internet in order to provide for fair and equitable access for Veterans who**
105 **may be out of work or otherwise deployed on military service. This Portal would**

106 **be available to all employees on the internet while also giving the Veteran the same**
107 **access to Human Resources information externally as employees with access to**
108 **the SSA intranet.**

109

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

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 Agreement; or
- 33 2. A Teleworking Center (often called a Telecenter) operated by GSA; or
- 34 3. Another SSA facility or office that may be closer to an employee’s home and where
35 there is space to accommodate additional agency employees.

36

37 B. Official Duty Station (ODS) – the employee’s official agency worksite.

38

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

42

43 D. Telework Program Agreement – a written agreement between the supervisor and the
44 employee defining the employee’s obligations and responsibilities under the Telework
45 Program.

46

47

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

51

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

54

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

57

58 H. Scheduled Telework—The employee teleworks on a routine, regular, and recurring basis at
59 ADS.

60

61 I. Episodic Telework—The employee teleworks on an occasional irregular basis at an ADS
62 Episodic telework may include an approved temporary project, on a case-by-case basis,
63 where the employee may work less than a full day at the ADS.

64 Section 3—Eligibility

65

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

68

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

70

71 A. Not be under a Performance Assistance (PA) or Opportunity to Perform Successfully
72 (OPS) plan;

73

74 B. Not currently be on sick leave restriction;

75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98

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

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

E. Complete appropriate agency Telework training;

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

G. Maintain at least an acceptable level of performance (e.g., successful contribution rating);

H. Have sufficient portable work to be completed at the ADS;

99

100 I. Not be excluded from participation by law, or by government-wide rule or regulation;

101

102 J. Use approved appropriate technology; and

103

104 K. Not have been disciplined within the preceding 12 months for misconduct that has a
105 nexus to Telework.

106

107 If the number of eligible employees exceeds the coverage requirements, approval will be
108 made in SCD order.

109

110

111 Section 4—ODS Shared Work Space

112

113 Employees who telework two (2) or less days per week will keep their workstation. Employees
114 who telework more than two (2) days per week may be required to share space with other
115 employees, **consistent with the GC Space Sharing MOU.** Management will make every
116 effort to provide a workspace with an agency computer, phone and locked storage area. **If the**
117 **Agency decides to implement hoteling as a space sharing option for large**
118 **installations, the Agency will provide the Union with advance notice and an**
119 **opportunity to bargain consistent with Article 4 and 5 USC 71. Management has**
120 **determined that hoteling is not an appropriate option for smaller installations**
121 **(e.g., field offices, hearing offices, regional offices, etc.).**

122

123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146

Section 5—Telework Procedures

A. Work performed under a Flexiplace/Telework arrangement may be scheduled or episodic.

B. During the months of February and August of each year employees may request to participate in scheduled telework.

C. Requests to Participate in Telework

1. Scheduled Basis

Employees will request to participate in the Telework program by submitting a Telework Program Request and Self-Certification Safety Checklist Form and Telework Program Agreement (Appendices 1 and 2). Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee during the February and August timeframes. Approving officials will re-evaluate existing schedules during the relevant six-month request period.

147

148 2. Episodic Basis

149

150 Employees may apply at any time to participate in episodic telework to work on a specific
151 assignment. Management will act on these requests no later than five (5) working days
152 following receipt of the request. If the participant's request is denied, management will
153 annotate the reasons for the denial on the telework request form. Depending on the nature of
154 the assignment, employees may be approved to work episodic telework up to five days per
155 week at the ADS.

156

157 3. Emergencies

158

159 Employees with bona fide emergency needs may request participation in scheduled telework
160 or a change in his/her telework day(s) outside the normal request times. If approved,
161 employees may begin participating in telework or working the newly approved schedule at
162 the start of the next pay period. However, Management will also timely consider non-
163 emergency requests to change a scheduled telework day or participate in telework outside the
164 normal request times.

165

166 **To avoid lost productivity due to inclement weather, Management will also consider has**
167 **discretion to approve employee requests to telework on an unscheduled day due to**
168 **hazardous commuting conditions caused by inclement weather if the ODS remains**
169 **open. Employees must call their supervisor or other designated management official by**
170 **the end of the morning flexband to make the request. If the request is denied, then the**

171 **employee will be expected to report to the ODS or may request leave consistent with**
172 **Article 31. Based on reasonable weather forecasts, Management also has the discretion**
173 **to offer optional telework in advance in situations in which the ODS may be open but**
174 **commuting conditions are likely to be hazardous.**

175
176 **If management reasonably believes that a forecasted inclement weather event could**
177 **cause the ODS to close for a workday or workdays, management may assign employees**
178 **with approved telework agreements to work at their ADS on the workday(s) anticipated**
179 **to be affected by inclement weather. Management will provide employees with timely**
180 **advance notice of such assignment to allow employees to prepare. Employees will not**
181 **lose their regularly scheduled telework days if assigned to weather-related telework on**
182 **a non-scheduled day.**

183

184 D. Staff Coverage

185

186 The parties recognize that Agency assigned functions, the nature of work to be performed and
187 the types of positions can vary significantly from office to office. If the coverage problems
188 necessitate suspending scheduled telework agreements, it will be accomplished in inverse
189 seniority order according to service comp date. The local representative will be notified as soon
190 as practical. Priority consideration will be given to bargaining unit employees for participation
191 in flexiplace when both bargaining unit and non-bargaining unit employees provide the coverage
192 in question.

193

194

195 Section 6—Hours of Work and Employee Availability

196

197 Teleworkers are in a duty status when teleworking and are expected to have the resources
198 necessary to perform their jobs and concentrate on official duties without interruption.

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

200

201 Management is responsible for supervising work in accordance with the Fair Labor Standards

202 Act. Article 10 of the 2012 SSA/AFGE National Agreement will apply to those employees who
203 work at an ADS.

204

205 Requests for leave will be handled in accordance with Article 31 of the 2012 SSA/AFGE

206 National Agreement.

207

208 A. Office Closure/Early Dismissal/Late Opening

209

210 If there is an early dismissal, or late opening in the ODS, and the employee is **scheduled to work**

211 **working** at their residence as the ADS, the employee is required to complete a full workday,

212 unless the employee **requests and is approved for** ~~takes appropriate~~ leave. **Employees with**

213 **approved telework agreements may be required to work a portion of their day at their**

214 **ADS in instances of early dismissal unless the employee requests and is approved for leave.**

215

216 If there is a full day closure at the ODS, ~~the employee will be excused without a charge to~~

217 **leave all employees with an approved telework program agreement are required to**

218 **complete a full workday at the ADS, unless the employee requests and has the employee will**

219 ~~be excused without a charge to leave~~ **approved**. If the ADS is a telecenter or in another SSA
220 facility, the employee must abide by the office closure, early dismissal, or late opening rules for
221 that location. **The employee may be required to report to their ODS.**

222

223

224 B. Alternate Duty Station Problem(s)

225

226 Employees will promptly inform management of any disruptions at the ADS, e.g. equipment
227 failure, power outages, telecommunication difficulties etc. that impact the employee's ability to
228 perform agency assigned duties. In these situations, management may require the employee to
229 report to the ODS or the employee may request leave. If the employee is required to report to the
230 ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day.

231 However, the employee's telework day may be temporarily switched to another day with
232 management's approval. **If the disruption (e.g. loss of electrical service or internet**

233 **connectivity at the ADS) is through no fault of the Agency, the employee will be in a non-**

234 **duty status from the time of the disruption to the end of the scheduled workday or until the**

235 **employee reports to the ODS. The employee may request leave for the non-duty period.**

236 **However, if the ODS is closed and the condition(s) creating the disruption make(s) the ADS**
237 **unsafe, the employee may be granted leave in accordance with Article 31.**

238

239

240 The parties recognize that once the ADS is approved, the employee will not change the ADS
241 location without management approval.

242

243 C. Split Days at the ADS and ODS

244

245 Employees may ~~not only split a regularly scheduled~~ telework day between the ADS and the ODS
246 **at the direction of management, unless the employee is required to report to the ODS.**

247

248 D. Telephones

249

250 • When working at the ADS, an employee must be accessible by telephone to his or her
251 supervisors, clients, colleagues, and external customers during working hours, exclusive
252 of the lunch period and break periods.

253 • The employee's break and lunch periods will be defined in the employee's Telework
254 Program Agreement.

255 • While at the ADS, the employee is responsible for retrieving, and responding in a timely
256 manner to voice mail left at both the ADS and the ODS.

257 • Government phone cards will be issued to employees with a need to place long-distance
258 or toll calls for work. Phone cards must be used for long distance calling. Employees
259 will not be reimbursed for out-of-pocket expenses related to telephone calls.

260 • The Agency will provide the employee with general office supplies needed to work
261 effectively at the ADS.

262

263 E. Office E-Mail

264

265 Management may require that the employee enable a pre-programmed e-mail reply (e.g. “Out of
266 Office Assistant”) to be sent in response to all incoming e-mail on the day(s) that the employee is
267 working at the ADS. **Employees must read and respond to emails as if they were at the ODS.**

268

269 F. Telework Suspensions

270

271 Reasonable advance notice will be provided when employee(s) may be required to report to their
272 official duty station for situations such as previously scheduled training, conferences, other
273 meetings or to perform work on a short term basis that cannot otherwise be performed at the
274 ADS or accomplished by telephone or other reasonable alternative methods. Employees may
275 resume telework as soon as the suspension of telework is over.

276

277 G. Call Backs

278

279 Employees may be called back to the ODS when warranted. Employees are required to report to
280 their ODS as soon as possible and no more than two hours after notification. Transportation
281 between the ADS and the ODS is considered commuting and does not entitle the employee to
282 reimbursement for official travel.

283

284 H. Replacement Time

285

286 If management temporarily suspends telework or calls an employee back to the ODS, the
287 employee is not guaranteed “replacement time” or an “in lieu of” telework day. However, the

288 employee's telework day may be temporarily switched to another day with management's
289 approval.

290

291

292 Section 7—Environment and Security

293

294 A. Work site

295

296 If the ADS location is in the employee's residence, the employee is responsible for maintaining
297 the ADS work site in a manner that is conducive to business and is free of hazards. The ADS
298 work site shall include furniture/equipment deemed necessary to perform the employee's duties
299 at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage
300 device, etc. deemed necessary by management to perform work at the ADS. In addition, there
301 must be proper lighting, power, other utilities, adequate environmental conditions, a readily
302 accessible and working fire extinguisher, and a working smoke detector.

303

304 The employee is responsible for all operating costs, home maintenance and any other incidental
305 costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes,
306 etc.) associated with the use of the ADS. The Agency is not liable for damages to employee's
307 personal or real property occurring during the course of performance of official duties except to
308 the extent established by law.

309 The employee does not relinquish any entitlement to reimbursement for appropriately authorized
310 expenses incurred while conducting business for the employer as provided for by law and
311 regulation.

312

313 B. Workers' Compensation

314

315 Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the
316 agency's policy and procedures concerning workers' compensation for injuries sustained while
317 performing their official duties at the ADS. The employee will immediately notify his/her
318 supervisor of any accident or injury occurring at the ADS in the course of performing official
319 duties. FECA claims will be handled in accordance with Article 34 of the SSA/AFGE National
320 Agreement.

321

322 C. Federal Tort Claims

323

324 For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of
325 the official duty station.

326

327 D. Security/Safeguarding Work

328

329 Employees working at the ADS are bound by agency policies and procedures on transporting,
330 safeguarding, disclosure and destruction of Agency information, records and data. This includes
331 policies on protecting Personally Identifiable Information (PII), the Federal Information Security
332 Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act,
333 including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and
334 Agency policies pertaining to the disclosure, retention, and electronic transmission of official
335 records and information.

336

337 E. Home Inspections

338

339 Management may inspect the ADS prior to approving telework to ensure conformity with the
340 conditions set forth in the Telework Program Agreement and Self-Certification Safety Checklist.

341 Management may inspect the ADS with twenty-four (24) hours advance notice during the
342 teleworker's regular core hours. Management will not inspect non-work space in the ADS.

343

344 F. Agency Owned IT Equipment

345

346 Subject to the availability of resources, the agency will provide appropriate IT equipment for
347 teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and
348 data and is responsible for maintaining, providing support and repairing the equipment; however,
349 there will be no on site IT support provided in employees' homes. The employee is not
350 responsible for costs related to maintenance of government owned equipment.

351

352 Employees have a continuing responsibility to safeguard Government property and are
353 responsible for the care, security and effective utilization of the Government property they use.

354

355 Management may require that employees working at an approved ADS obtain (at their own
356 expense) high-speed/broadband internet access.

357

358

359 Section 8—Accountability and Evaluation of Work

360

361 Management will evaluate work performed at the ADS in accordance with the Telework
362 Program Agreement and in accordance with Article 21 of the 2012 SSA/AFGE National
363 Agreement.

364

365 Management may require employees on telework to submit a written daily account of the work
366 performed at the ADS. The format and required content of the written account will be
367 determined by management.

368

369

370 Section 9—Employee Conduct at the ADS

371

372 All laws, government- wide rules, government- wide regulations, and Agency policies governing
373 employee conduct at the ODS continue to apply at the ADS including, but not limited to, the
374 Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

375

376

377 Section 10—Termination from the Telework Program

378

379 Employees may voluntarily terminate their participation in the Telework program at any time by
380 notification to their supervisor and may reapply at the next application period.

381

382 Management retains the right to terminate an employee's participation in the Telework Program
383 if:

- 384 a. The employee no longer meets one or more of the eligibility requirements contained in
385 Section 3; or
386
387 b. The employee fails to comply with any of the conditions set forth in the Telework
388 Program Agreement; or
389
390 c. The employee fails to comply with the provisions of this article; or
391
392 d. There is a consistent diminishment in the employee's performance at the ADS in
393 comparison to performance at the ODS.
394

395 Management will counsel employees about specific problems, including a diminishment in
396 performance, before removing an employee from the Telework Program, except in the case of
397 egregious violations. When an employee's participation in the Telework Program is terminated,
398 the employee will be notified in writing of the reason for termination and the effective date of the
399 termination. An employee, who has been removed from the Telework Program may reapply for
400 Telework at the first application cycle following a 1 year termination period. Management will
401 consider individual circumstances when considering the effective date of removal from the
402 program.

403
404 If a disciplinary action is reversed, the employee will normally resume telework at the beginning
405 of the first pay period following the reversal as long as the employee meets the eligibility
406 requirements.
407

408

409 Section 11 AFGE Notification

410

411 Should the agency propose to suspend a significant part of its telework program, notice will be

412 provided to the Union. Bargaining to the extent required by law will be in accordance with

413 Article 4.

414 **EXHIBIT 1**

415 **TELEWORK**
416 **PROGRAM AGREEMENT**

415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459

I, _____, request to participate in the Telework program. I understand, acknowledge and agree to the following terms:

The address and telephone number of my Alternative Duty Station (ADS) is:

Address: _____

Telephone Number: _____

1. I understand the location of the ADS cannot be changed without prior approval of management.
2. My hours of duty at the ADS will be the same as at my ODS.
3. My meal break and my breaks will be the same as at my ODS.
4. I will report my time and attendance in accordance with agency policy and Official Duty Station (ODS) procedures while working at the ADS.
5. I will request leave in accordance with Article 31 of the SSA/AFGE National Agreement.
6. While working at the ADS, I will be accessible by telephone to my supervisors, clients, colleagues, and external customers during working hours.
7. I will, if determined necessary by management, enable a preprogrammed e-mail reply (e.g., "out of office assistant") to be sent in response to all incoming e-mail at the ODS;
8. I will return to my ODS, as soon as possible and no more than two hours after notification, if management determines that work requirements require such action.
9. I understand management may temporarily suspend telework when work requirements require such action. If management temporarily suspends or alters telework days, I am not entitled to "replacement time" or an "in lieu of" telework day but may request that management allow an alternate day to be substituted.
10. If my ADS location is my residence, I will maintain the ADS work site in a manner that is conducive to business and is free of hazards. I will, at a minimum, have workspace that includes a desk, chair, surge protector, locking file cabinet, locking desk drawer, or similar secure storage area for official records and information. I must have and maintain

- 460 adequate workspace, proper lighting, basic telephone service, power and other utilities,
461 adequate environmental conditions, adequate security, a working smoke detector and a
462 readily accessible, working fire extinguisher.
- 463
- 464 11. I understand I am responsible for all operating costs, home maintenance and any other
465 incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent,
466 insurance, and taxes, etc.).
- 467
- 468 12. I agree that the agency is not liable for damages to personal or real property occurring
469 during the course of performance of official duties except to the extent established by law.
- 470
- 471 13. I understand and will follow all agency policies and procedures on transporting,
472 safeguarding, disclosure and destruction of Agency information, records and data. This
473 includes policies on protecting Personally Identifiable Information, the Federal
474 Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations
475 implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306;
476 and all other statutes, regulations, and Agency policies pertaining to the disclosure,
477 retention, and electronic transmission of official records and information.
- 478
- 479 14. I understand that management has the right to inspect my ADS prior to approving this
480 telework agreement, in accordance with Article 41, to ensure conformity with the
481 provisions set forth in the Telework Program Agreement and Employee Safety Self
482 Certification.
- 483
- 484 15. I understand all laws, rules, regulations and agency policies concerning conduct at the
485 ODS remain in full force and effect at the ADS.
- 486
- 487 16. I will notify my supervisor immediately of any accident or injury that occurs to me at the
488 ADS in the course of performing my official duties, and I will timely complete all forms
489 required to process an initial claim under the Federal Employees' Compensation Act.
- 490
- 491 17. I understand that I will promptly inform management of any disruptions at the ADS, e.g.,
492 equipment failure, power outages, telecommunication difficulties etc. that impact my
493 ability to perform agency assigned duties. I may be required to return to the ODS, or I
494 may request and take leave, if approved by my supervisor.
- 495
- 496 18. I understand I am in duty status when teleworking. I will have resources necessary to
497 perform my job and will concentrate on official duties without interruption. I will not use
498 duty time for any purpose other than performing agency assigned work.
- 499
- 500 19. Management may require a written daily account of the work performed at my ADS. The
501 format and required content of the written account will be determined by management
- 502
- 503 20. I understand that management may require employees who telework to share workspace
504 (e.g., desk, cubicle, office, etc.) at the ODS
- 505
- 506 21. I completed the agency approved telework training on _____.

507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553

22. I understand that I must be scheduled to work twice per pay period at my ODS on a regular and recurring basis to retain the locality pay rate for my ODS location [5 CFR 531.602]. This requirement applies whether I am on a full-time, part-time, 5/4/9 or 4/10 schedule. If my work schedule does not meet this requirement, my locality pay will be determined based on the locality pay rate for my ADS location rather than the locality pay rate for my ODS. This may result in a change in my overall rate of pay.

I have read and I understand the eligibility conditions and requirements, employee responsibilities, the telework program agreement, and the provisions of Article 41 (Telework) of the SSA-AFGE National Agreement for working at an ADS. I hereby certify that I will abide by all of these provisions while on telework and that failure to do so may result in my termination from telework.

I understand that I will not have to submit future requests once the original request is approved unless a schedule change is requested by me during the February and August timeframes to request participation in Telework.

I may voluntarily terminate my participation in the telework program at any time. Management may also terminate my participation under the circumstances described in the telework program agreement, and in Article 41 of the SSA-AFGE National Agreement.

Employee

Date

Supervisor

Date

554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587

EXHIBIT 2

TELEWORK PROGRAM REQUEST & SAFETY SELF- CERTIFICATION

Name: _____ Component: _____

Address of the employee's alternate duty station (ADS):

Telephone Number: _____

Type of Telework:

Scheduled: Episodic:

Specific day(s) requested for participation in telework:

	Monday	Tuesday	Wednesday	Thursday	Friday
First Week	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second Week	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employee's statement of proposed work assignments at ADS:

588

589

TELEWORK PORTABILITY QUESTIONNAIRE	EMPLOYEE'S RESPONSE	
<p>What communication modes are available to stay in touch while working at the ADS? (Include the telephone and e-mail addresses as appropriate)</p>	Second telephone line	593 594 595
	Voice mail at primary office	596 597
	Voice mail/answering machine/answering service at ADS	598 599 600 601
	E-Mail	602
	Conference call capabilities at ADS	603 604
	Cellular telephone?	605
	Caller ID?	606
	Call waiting?	607
	Blackberry?	608
	Other? (Specify)	609
		610
		611
		612
		613
<p>EMPLOYEE SAFETY SELF-CERTIFICATION:</p> <p>By initialing the boxes to the right I self-certify that I have the following equipment and conditions required to maintain eligibility in Telework:</p>	Working telephone	614 615 616
	Office equivalent furniture	617 618
	Locking file cabinet or desk drawer	619 620 621
	Electrical power and adequate lighting	622 623 624
	Working smoke detector	625 626
	Working and accessible fire extinguisher	627 628 629
	Surge protector	630
		631
		632
		633
		634

