

Memorandum of Understanding on Furloughs Due to a Government-Wide Shutdown

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

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

Nothing in this MOU reflects the agreement of AFGE to furloughs. Nothing in this agreement is intended to waive or limit any statutory, regulatory, or contractual rights of individual employees, which may exist in the absence of this agreement. The parties acknowledge that some contractual provisions may be temporarily impacted by the Anti-Deficiency Act pursuant to Article 1, Section 1 of the National Agreement between AFGE and SSA.

1. The agency will establish and maintain a toll-free number and internet website with 24-hour availability that employees can access to receive information on the shutdown furlough. The agency will inform employees regarding the existence of the website and the toll-free number. The website will contain information for employees regarding the impact of the furlough on employee pay, leave, and benefits. This will also include a link to contact information for the unemployment compensation office in each state as well as links to the Anti-Deficiency Act and the Agency's contingency plan.
2. During a government shutdown, management will provide furloughed employees with all information to which they are entitled by law in any decision notice, and will make reasonable efforts to do so in advance. The notice will direct employees to the Agency website address for information on the impact of the furlough upon employee leave and benefits. A sample of the decision notice will be posted on the agency website.

39 3. (A) Employees are expected to listen to radio and/or television broadcasts and
40 monitor the agency's toll-free number and website to learn when the shutdown
41 ends and when to return to duty. Management will be liberal when considering
42 requests for leave on the day the employees are expected to return to duty.
43

44 (B) Additionally, during a shutdown, furloughed employees may be contacted by
45 their supervisor if required to convert to an excepted duty status as specified in
46 the decision notice. Supervisors will make reasonable efforts to contact
47 employees during regular business hours using the emergency contact
48 information provided by the employee. It is the employee's responsibility to
49 update their emergency contact information, and prior to a shutdown
50 management will verify this information. Employees converting from furlough to
51 excepted status will report to duty the following business day. Management will
52 be liberal when considering requests for intermittent furlough on the day the
53 employees are expected to report to duty.
54

55 Management will make reasonable efforts to ensure that a minimum of two hours
56 of excepted work is available before requiring employees to report for duty.
57

58 4. If insufficient pay is available to make all deductions from an employee's gross
59 pay, the agency will comply with the sequence of deductions specified in the July
60 30, 2008 Office of Personnel Management Memorandum titled "Order of
61 Precedence When Gross Pay is Not Sufficient to Permit All Deductions."
62

63 5. In order to ensure the Agency's contingency plan is current for OMB, AFGE will
64 submit input regarding the Agency's contingency plan by the end of July each
65 year. The Agency will consider any input offered by AFGE regarding the
66 contingency plan. Once the agency shutdown contingency plan and any
67 revisions are approved by OMB, the agency will provide a copy to the union.
68

69 6. The Agency will meet as soon as possible with representatives of the AFGE
70 General Committee after the end of a government shutdown to provide a briefing
71 on the Agency's plan to pay any authorized retroactive salary and benefits to
72 bargaining unit employees who have not received their full compensation.
73

74 7. Unless authorized by law, employees are prohibited from providing voluntary
75 services during a furlough.
76

77 8. The Agency will continue to provide the full Agency contribution to health benefits
78 under the Federal Employees Health Benefit Program for employees affected by
79 a furlough consistent with Statute and Government-wide regulations.
80

81

82

83 9. The parties acknowledge that the amount of income taxes withheld from
84 employees' biweekly earnings will be adjusted to reflect the reduction in earnings
85 that results from the furlough. Where employees request changes to
86 withholdings/deductions, the employer will make reasonable efforts to process
87 such changes in an expeditious manner.
88

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

95 · Formal Discussions with Employees;

96 · Weingarten Interviews;

97 · Disciplinary or performance based actions taken during the shutdown
98 period, in response to excepted activities; and

99 · Bargaining obligations triggered by notice of management initiated changes
100 during the shutdown to the extent required by 5 USC 71.

101 The Agency will continue to maintain the OUTTS official time electronic recording
102 system throughout any furlough situation. Union representatives may submit
103 requests to work official time in connection with any of these situations through
104 OUTTS.

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

107 11. Union representatives who were authorized to use 1040, 1440, or 2080 hours of
108 official time per Article 30, Section 5.C.1-3. as of the last work day prior to a
109 shutdown and who occupy an excepted Agency position may request to be
110 furloughed intermittently during the shutdown to engage in voluntary Union
111 activities. The amount of time requested for both official time (under provision 10
112 of this agreement) and intermittent furlough should be consistent with the
113 previously established schedule of official time used to accommodate both union
114 representational activities and Agency assigned duties per Article 30, Section
115 5.D. Such requests will be referred to the appropriate management official and
116 will normally be approved. This does not preclude Union representatives from
117 requesting intermittent furlough time pursuant to provision 12 of this agreement.

118 To the extent practical and consistent with operational needs, the Agency will
119 approve requests for intermittent furlough to engage in voluntary Union activities
120 during the shutdown from those union representatives who were designated to
121 use less than 1040 hours of official time per Article 30, Section 5.C.4 as of the
122 last work day prior to a shutdown.

123 12. The parties acknowledge that during a period of government-wide shutdown,
124 there is no leave. However, to the extent practical and consistent with
125 operational needs, the agency will approve requests for periods of intermittent
126 furlough from excepted employees.

127
128 13. Employees required to be absent from excepted duties subject to the provisions
129 of A31, Section 9 (Court Leave) will be placed in intermittent furlough status.

130
131 14. The Decision to Effect Furlough form shall be used to record periods of
132 intermittent furlough.

133
134 15. Employees currently working under an approved Telework agreement will be
135 allowed to continue to the extent that Telework does not diminish the
136 performance of excepted activities, and to the extent there is portable excepted
137 work available.

138
139 16. A personalized creditor letter will be issued to each employee. This letter will be
140 signed by the Commissioner of Social Security or designee, and will provide
141 contact information should a creditor wish to contact the supervisor for further
142 information. The designee will not be the first-line supervisor.

143
144 17. Subject to the request and approval procedures in A10, excepted employees
145 may earn credit hours when working on excepted activities. The parties
146 recognize that employees may not use credit hours until after the shutdown is
147 over. The agency website will contain information regarding the impact of a
148 government shutdown on the employees' inability to carry over more than 24
149 credit hours.

150 If an employee has exceeded the 24 hour credit hour accrual limit and is unable
151 to use the excess hours due to a government-wide shutdown, the parties will
152 engage in discussions (at the conclusion of the shutdown) to explore alternatives,
153 so that employees are not adversely effected, prior to the Union exercising their
154 rights under Article 24.

155

- 156 18. If management determines that a limited number of employees are required to
157 perform a specific excepted activity in the employees' duty station, management
158 will determine the excepted employees by the earliest SCD of those qualified to
159 perform the excepted activities.
160
- 161 19. The agency will make reasonable efforts to approve or deny, in writing,
162 employees' requests for outside employment within 3 work days.
163
- 164 20. During a furlough, Union officials will have normal access to the space provided
165 to the Union pursuant to Article 11 of the National Agreement.
166
- 167 21. Provided the requirements for retirement are met, a furlough will not impact the
168 effective date of any employee's voluntary or early out retirement.
169
- 170 22. It is understood that a furlough is a factor beyond the employee's control for
171 purposes of applying Article 21, Section 6.I.1 of the National Agreement.
172
- 173 23. All filing and processing deadlines contained in collective bargaining agreements
174 will be extended by the number of days that the Federal Government is shut
175 down. These extensions apply to all deadlines for bargaining unit employees,
176 unions, and Agency management officials. Additionally, the parties agree that
177 any arbitration dates that fall during the period of the shutdown may be
178 postponed consistent with Article 25.
179
- 180 24. As soon as possible, the Agency will provide AFGE with a list of the excepted
181 positions.
182
- 183 25. In the event of furlough, the agency will make reasonable efforts to provide
184 employees with access to their duty station during duty hours in order to secure
185 their personal belongings.
186
- 187 26. If management conducts formal discussions with employees regarding shutdown
188 furloughs, the appropriate Union representative for each facility will be afforded
189 notice and opportunity to attend such formal discussions.
190
- 191 27. Employees on LWOP will be issued a notice by management of the effect of
192 shutdown periods.
193
194
195
196

197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215

For the Agency

Frank G. Bell
C. Orr
Cliff Pendavis
[Signature]

For AFGE

W. Stuhl
Keith R. [Signature]
[Signature]
Gregory J. [Signature]
[Signature]
[Signature]

Date: 12/03/2015