

Article 3

Employee Rights

Section 1. Right to Unionism

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

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

Section 2. Personal Rights

- A. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, sex (including sexual orientation, and gender identity), genetic information, marital status, age, parental status or disability, and with proper regard and protection of their privacy and constitutional rights.

The parties agree that in the interest of maintaining a congenial work environment, Agency employees, including those acting in a union/management capacity, will deal with each other in a professional manner and with courtesy, dignity, and respect. To that end, all Social Security employees, should refrain from coercive, intimidating, loud or abusive behavior.

The parties further agree that bullying is prohibited in the workplace and will not be tolerated. Workplace bullying is repeated humiliating or offensive behavior, whereas a single act normally will not constitute bullying. Each employee is responsible for reporting repeated incidents of alleged bullying to their supervisor or any appropriate management official. Reports of bullying should include specific examples and the “who/what/when/where” facts of how the bullying behavior occurred. Upon receipt by an appropriate management official of a report of workplace bullying, the management official will evaluate and, where appropriate, refer the allegation consistent with Agency policy and this agreement. The Agency will provide information on “Bullying in the Workplace” including examples on an Agency website. The Agency agrees to share the link to the Agency information with all employees annually. The Parties agree that the potential need for anti-bullying training will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils (UMCCs) under Article 29.

- B. The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B) (Weingarten Rights) through an electronic transmission.
- C. SSA will make every reasonable effort to provide lockable secure storage, in Agency controlled space, for appropriate personal belongings. Any search of this storage, or a desk/workstation, excluding searches conducted by the Office of Inspector General or other law enforcement officials, must be done in compliance with applicable Agency-wide procedures/policies. If the Agency decides to modify existing Agency-wide procedures/policies, it will provide appropriate notice to the union and the opportunity to bargain to the extent required by 5 USC Chapter 71.
- D. Management will make reasonable efforts to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the office. Upon request, management will instruct employees on filing a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case of loss.
- E.
1. SSA will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work-related conversations, in private.
 2. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.
 3. In all discussions with any management official related to a fitness for duty exam, the employee shall be entitled to Union representation; prior to any discussion, the employee shall be notified of this right and permitted the right of representation in such discussion.
- F. All employees who are new to a work unit or office will be introduced to the staff typically within the first week from their report-for-duty date. Such introductions may be conducted in-person, remotely through MS Teams or similar subsequent technology, or a combination of both.
- G.
1. An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with law, including prevailing regulations.
 2. If an employee is facing removal or termination, the employee may resign, freely and in accordance with law, including prevailing regulations, any time prior to the effective date. An employee may withdraw his/her/their resignation prior to the effective date, as long as the position is uncommitted or unencumbered.
- H. The Employer will provide retirement planning information to bargaining unit employees through available technology (e.g. use of Government Retirement Benefits (GRB) system) and other Human Resources programs. Such information may include, but is not necessarily

limited to, individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, Federal benefits options, best retirement dates, Thrift Savings Plan (TSP), TSP withdrawal options, etc.

I. Health Insurance Plan Information

The Agency agrees to provide bargaining unit employees with information on open enrollment periods and, upon request, information on the various types of health plans available to employees, including long-term care insurance, through available technology.

- J. Complaints to management about an employee from members of the public or co-workers, unless determined to be frivolous by management, shall be brought to the attention of the employee, as soon as practicable, after management receives the complaint.
- K. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination at the worksite, and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service.
- L. Management may not discipline an employee who refuses to obey an order that is found to be unlawful or illegal.
- M. In accordance with existing statutes and regulations employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.
- N. Regardless of jurisdictional laws, absent written consent from all Parties (with the exception of court reporting transcripts in the conduct of official business, or any Agency internal security measures), employees, their representatives, and managers are prohibited from audio or video recording during any interaction between any of these parties. Employees will be put on notice of this provision.
- O. The Agency acknowledges that duty time is appropriate for employees to read Agency transmittals (e.g., Annual Personnel Reminders (APRs), Human Resources Internal Communications (HRICs), PolicyNet transmittal updates).

Section 3. Whistle-Blower Protection

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of any law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, unless the disclosure is specifically prohibited by law.

The Employer will annually provide employees with an electronic link to the U.S. Office of Special Counsel (OSC) web site that contains forms and information for filing a disclosure. The OSC receives and evaluates whistleblower disclosures.

Section 4. Official Records and Files in General

A.

1. No personnel record may be collected, maintained, disclosed, or retained except in accordance with law, government-wide regulations, SSA Personnel Policy Manual S293 and this agreement. If the Agency initiates changes to SSA Personnel Policy Manual S293 or other policy that affects official records or files, it will provide appropriate notice to the Union and the opportunity to bargain to the extent required by 5 USC Chapter 71. All personnel records are confidential, shall only be viewed or disseminated by officials/employees with an administrative need to know and must be retained in a secure location.
2. All policies on the maintenance of personnel records, record keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable law and regulation.
3. An employee has the right to be timely informed about records that are maintained about him/her/them and are filed, in a system of records that is personally identifiable, that are not legally prohibited from disclosure. Upon request, an employee may also see such records that are not legally prohibited from disclosure and have a copy made of them. The Employer will provide an annual notice by electronic medium to each employee regarding these rights.

B.

1. Employees and/or their authorized representatives shall be granted a reasonable amount of duty time (employee) or Article 30 time (authorized Union representative) to examine any of their personnel records. The employee shall be granted a reasonable amount of duty time to prepare and enter on the record a response to material placed in such records.
2. Employees will be advised how to access their electronic official personnel folder and how to obtain a copy of any material contained therein.
3. Employees will receive email notification of any SF-50 addition to their electronic official personnel folder.

- C. Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

- D. To qualify as personal notes or memory joggers, documents may only be kept and maintained by and for the personal use of the management official who wrote them. These notes must be maintained in a secure location. These personal notes or memory joggers will not be used to circumvent timely disclosure to an employee, nor may they be used to retain information that should properly be contained in a system of records. The personal notes will be kept or destroyed as the manager who wrote them sees fit. If any of these conditions are broken, these personal notes are no longer mere extensions of the supervisor's memory and may become records subject to the Privacy Act.

If a memory jogger is maintained in electronic form, such a record will be retained in a manner that is accessible only by the individual who created the record.

After 12 months, information contained in a memory jogger must be reduced to writing and put into a system of records or it cannot be used in an administrative action taken against an employee.

Section 5. SSA-e7B Extension File

- A. Except as specifically authorized by this agreement the SSA-e7B Extension File, or subsequent successor technology, is the only authorized file for personnel records, which may be maintained by a supervisor(s).
- B. The file will be screened and purged, normally in February, but no later than March each year and outdated material shall be removed and returned to the employee.
- C. Records shall be retained in accordance with applicable records retention periods or as long as an administrative need exists.
- D. Employees shall be advised of the nature and purpose of their SSA-e7B Extension File or subsequent successor technology. Employees shall be notified of any material placed in the SSA-e7B Extension File or subsequent successor technology within three (3) working days. Employees should acknowledge receipt by electronic or digital signature, or email their supervisor that they decline to sign. It is understood such acknowledgment does not constitute agreement with the contents. It is understood an employee may request and, within reason, receive additional copies at any time.

Employees will be allowed to enter into their SSA-e7B file or subsequent successor technology, additional information or documents, within reason, that are appropriate, relevant, work related and that are not in violation of law or government-wide rules or regulations.

Section 6. Representational Rights

- A. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet

with the Union representative when he/she/they requests to exercise this right, unless there is a need to provide immediate service balanced with the employee's need to meet with a union representative.

If the employee's request to meet with the union representative cannot be immediately approved, management will make a reasonable effort to allow the employee to meet with the union representative when operational needs permit. Delaying an employee's release will extend by one workday any time limits that may apply to the representational matter.

- B. When the manager is aware that a meeting may result in disciplinary action, the manager will inform the employee of the general subject matter of the meeting and will inform the employee of his/her/their right to have a union representative present if he/she/they choose(s). This does not apply to routine work-related conversations. If an employee reasonably believes that a meeting with management may result in a disciplinary action against him/her/them, he/she/they may request union representation. Once an employee chooses to exercise this right by requesting representation, no further questioning will take place until a union representative is present (including via technology), provided no unreasonable delay occurs. The union's role is advisory in nature for these meetings. The union representative cannot answer for the employee, nor tell the employee how to respond.
- C. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law. This does not apply to routine work-related conversations.
- D.
 - 1. The Agency will provide the Union with reasonable advance written notice of personnel surveys concerning conditions of employment that involve bargaining unit employees when such surveys are initiated at the SSA national level; the national component level; the regional level; or by OHO Headquarters or a DOC or PSC. Upon request, the Agency will provide the Union with written copy of the survey results after completion. If the requested results of the survey will not be made available in a reasonable amount of time, the Agency will provide the Union with an anticipated receipt date.

This section is not intended to preclude any Union involvement in such surveys that may exist in accordance with 5 U.S.C. 71. It is further understood that employee surveys will conform to the requirements of 5 U.S.C. 71.
 - 2. If the Agency elects to use focus groups that utilize bargaining unit employees, the agency will consult with AFGE on the number of bargaining unit participants, which employees participate, the topics to be discussed, etc.
- E.
 - 1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, including those conducted via electronic communication media (e.g., MS

Teams or subsequent successor technology, conference call), between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions to the extent required by law, or any personnel policy or practices or other general condition of employment. The agency will give the designated Union representative sufficient advance notice, normally 2 business days, to exercise its rights under this section.

2. The attendance of the designated Union representative will be acknowledged by the Agency at the start of such formal discussions. In accordance with the Statute, the Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees, and may make a brief statement as to the Union's position on the matter under discussion as long as the representative does not usurp, disrupt, or take charge of the meeting. The parties agree to maintain professional decorum throughout the discussion. Management is under no obligation to delay the start of the meeting if the Union Representative is not present.

F. In conducting investigations regarding a non-criminal matter that may result in an adverse determination about an employee's rights, benefits, and privileges, the parties are reminded that the Privacy Act requires that, to the extent practicable, information should be initially collected directly from the subject employee.

G. Last Chance Agreement

1. Last Chance Agreements will only be considered after a disciplinary or adverse action has been proposed.
2. The Union will be provided notice and the right to be present at meetings where last chance agreements are discussed with the employee.
3. All Last Chance Agreements must have a specific duration period, not to exceed two years for removals and not to exceed one year for all other disciplinary or adverse actions.
4. At management's discretion, employees may receive monetary awards while on a Last Chance Agreement or for a period during which an employee was on a Last Chance Agreement. Employees are not eligible to telework during the period on which they are on a Last Chance Agreement. At the conclusion of the Last Chance Agreement, the employee may reapply to telework in accordance with Article 41.

H. The Union has the right to be present during questioning of potential bargaining unit witnesses for any third party hearing as required by 5 USC 71.

I. The Agency will encourage law enforcement officials, including the Department of Justice, to prosecute any alleged violation of 18 U.S.C. 1114 relative to workplace violence by members of the public.

- J. If appropriate, employees may be granted a reasonable amount of duty time to complete required actions related to any reinvestigations/background checks. If management conducts a formal meeting to discuss the reinvestigation process, the union will be afforded their rights in accordance with 5 USC 71 and this article. All affected employees will be provided an electronic copy of the re-investigation form prior to the re-investigation.

Section 7. Voluntary Activities

The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. Participation or nonparticipation will not advantage or disadvantage employees.

Section 8. Outside Activities

- A. Employees who perform outside activities must adhere to the regulations and guidelines set forth in the Annual Personnel Reminders, which include guidance on potential conflicts of interest.
- B. Normally the Agency will approve or disapprove any outside activity requests within 30 workdays of the Agency's receipt of the request. The Employer agrees to include a statement of its reason for disapproving any such request. If the Agency denies the outside activities request, the employee cannot participate in the outside activity.

Section 9. Timely and Proper Compensation

- A. The Employer will make every reasonable effort to ensure that employees are paid by the established Tuesday payday. Employees are responsible for reviewing their electronic earnings and leave statements and timely notifying their supervisors of any unexplained changes or inaccuracies.
- B. Where employees have been overpaid, the employer will provide due process notice of the overpayment in accordance with law and regulation, including notices of hearing rights and waiver requests.
- C. The parties agree to the following conditions and procedures for replacement of full compensation due payment (amount that was due based on payroll transmission) when such payment is not received.
 - 1. The Agency will, at the employee's request, authorize an emergency payment to an employee when his/her/their full compensation due is not received by the established Tuesday payday, subject to items 3 and 4 of this section.

2. Emergency employee payments cannot be an advance of salary, but can only be for the compensation due for a pay period which was not paid to the employee by the established Tuesday payday.
3. Emergency employee payment can be issued in the following situations:
 - a. Employee not paid by the scheduled Tuesday payday due to an administrative error or to delay in processing;
 - b. Non-receipt of wire transfer by a Financial Institution.
4. An emergency employee payment will not be issued in the following situations:
 - a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel advance, salary overpayment, etc.);
 - b. Employee has resigned or transferred out of SSA-;
 - c. Employee-caused error created non-receipt (e.g., closed their bank account).
5. At the time the emergency payment is issued, the Agency will obtain a promissory repayment agreement from the employee who is missing his/her/their full compensation and to whom the emergency payment is made. The repayment agreement will state:
 - a. that the employee has not received the payment;
 - b. that the employee is liable to repay the emergency payment to the Government within 3 days of receipt of a salary payment, i.e., the original payment or any replacement salary payment, whichever is received first;
 - c. that in the event both an original payment and a replacement payment are received, the employee will be responsible for returning to the Payroll Liaison Staff whichever payment is received later;
 - d. that the employee has an affirmative responsibility to notify the Payroll Liaison Staff as soon as possible, i.e., normally within 2 working days, of receipt of the original payment and/or any replacement payment;
 - e. that the employee will be charged interest, administrative fees and late penalty charges as provided under 45 CFR Part 30 if it is necessary for the agency to recover the outstanding emergency payment;
6. An emergency employee payment will be issued not later than 24 hours following the standard payday (Tuesday) on which the salary payment was not received by the employee.

Section 10. Statutory Requirements

Personnel management in SSA shall continue to be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request.

Section 11. New Employee Onboarding

A. Goal of Employee Onboarding

The Onboarding Program will provide employees with information regarding their rights, benefits, roles, and responsibilities as employees of the Agency.

B. Notification and Information

1. As contemplated by Executive Order (EO) 14025, the Agency agrees to inform new employees of their right to union representation and membership, plus contact information for their AFGE Local steward as provided by AFGE. Management will timely inform the appropriate AFGE Local steward of the new employee(s). To assist Management with that goal, the Union agrees to provide updated contact information for the AFGE Local steward to local Management on an ongoing basis. Should EO 14025 be rescinded, this requirement will cease to apply.
2. Management will allow the employee(s) a reasonable amount of duty time to meet with the Union and/or will normally invite the Union to one formal onboarding meeting including the new employee, if held.
3. The Agency will make every effort to schedule employee onboarding during a regularly scheduled work week of Monday through Friday.
4. New employees will be provided a link to the SSA-AFGE National Agreement.
5. The Agency will make information available regarding retirement benefits and Thrift Savings Plan.

Article 16

Training and Career Development

Section 1. General Provisions

The Agency and the Union agree that the training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the appropriate training necessary for their assigned duties. The Agency is responsible for ensuring that all employees are provided time to attend or complete assigned training.

Section 2. Non-Discrimination

The Parties agree that nomination and/or selection of employees to participate in training and career development programs and courses shall be nondiscriminatory-without regard to sex (including sexual orientation and gender identity), race, color, genetic information, religion, age, marital status, ethnic group, disability, parental status, and Union membership or activity, and shall be in accordance with equal employment opportunity guidelines, and consistent with other applicable laws.

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

- A. Employees will not incur costs for agency required training necessary for the performance of their assigned duties.
- B. When training is required as part of a career ladder plan, the Agency is responsible for ensuring that it is provided.
- C. Employees may initiate discussions regarding individual training needs. Such discussions may or may not be directly linked to an Individual Development Plan (IDP).
- D. At the conclusion of formal, long-term training sessions, participants will be offered the opportunity to evaluate the training based on a survey prepared by the Agency. The Agency will conduct a follow-up survey, normally six (6) months after the conclusion of the formal training class. Normally, result (respondent scores, comments, etc.) will be provided to the appropriate Union official within 60 days after the administration of each survey.
- E. The Parties recognize the value of live interactive training classes, as well as interactive elements as part of self-paced training for technical programmatic courses. The Agency continues to utilize and expand two-way meeting technology (e.g., Microsoft Teams) to approximate the live, in-person interactive training experience. The Agency recognizes that the future of interactive, virtual, initial programmatic training (including items such as discussion of ideal class size) will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils under Article 29.

- F. Components that routinely utilize bargaining unit employee instructors for extended programmatic training will openly solicit and train qualified employees to serve as trainers/instructors. Solicitations will occur as needed (e.g. in advance of anticipated training). To be eligible, employees must at least be in a journey-level position for the position they wish to instruct, have at least a Level 3 performance appraisal, and meet other qualification requirements as determined by management. The potential of component and position-specific “train the trainer” courses will be a subject for PDI in Union Management Cooperation Councils under Article 29.

Section 4. Individual Development Plans (IDP)

Employees shall be encouraged to plan their career development through the establishment of an Individual Development Plan (IDP).

- A. The Agency agrees, on an annual basis, normally the first quarter of the calendar year, to provide information and assistance, if necessary, to employees for the purpose and means of establishing IDPs. Employees requiring assistance will normally consult with their first line supervisor in completing and submitting their IDP. If the first line supervisor is unavailable, the employee may request assistance from the second line supervisor or designee. The approving management official will also be identified.
- B. Because of the nature of their appointments, IDPs are not appropriate for term or temporary employees.
- C. Employees may initiate IDPs through their designated management official. The designated management official will, if requested, assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification. The Agency acknowledges that duty time is appropriate for employees to complete an IDP. Time for approved IDP training activities will be addressed in accordance with Section 8 of this Article.
- D. IDP information will be available to employees on an agency website.

Section 5. Training Programs

- A. The Agency will remind employees, at least annually, of the availability of Government-sponsored training programs, the general scope of training, the criteria for approval of training, the nomination procedures, and advise employees of their right to request a reasonable accommodation with respect to training. The Agency agrees to advise individual employees, upon request, of currently available Government-sponsored training courses so as to provide the employee the opportunity to express timely interest. The Agency will provide information via the intranet concerning SSA-sponsored training and educational programs.

- B. Training nominations and/or approval will be based on the potential use of the training in the employee's current position, or IDP if any, and other criteria established by applicable law, rule, or regulation. Nominating and approving officials will apply such criteria equitably.
- C. When an employee is nominated for training, a copy of the employee's IDP, if relevant, will be attached to the nomination and will be considered in the process. Employees will be notified in writing of the approval or disapproval of their nominations and the reason for disapproval. To the extent feasible, employees will be notified of the approval or disapproval prior to the starting date of the training. Should an employee's nomination for training, including training courses contained in an IDP, be disapproved for lack of resources, the employee may be renominated as funds later become available, and the nomination will be given first consideration.

Section 6. National Training Committees

- A. The Agency and the Union have agreed to continue the National Training Committees (NTC). The purpose of the NTCs is to review agency training and career development programs and make necessary recommendations. It shall meet to discuss training methodologies, training and career development needs, education and communication, efficacy of training initiatives; and other related issues. It will be a focal point for sharing information on agency-wide training and career development.
- B. The NTC is a recommending body that will meet two (2) times per year and submit joint recommendations to the Deputy Commissioner for Human Resources, with a copy provided to the General Committee Spokesperson.
- C. The NTC will be composed of up to twelve (12) members. Up to six (6) will be appointed by the Union and up to six (6) by the Agency. The dates for these meetings will be set by mutual consent of the parties. The parties may agree to additional meetings. The meeting(s) will be held on two consecutive days from 1:00-4:00 PM EST, via technology. Time authorized for NTC meetings will be handled in accordance with Article 30.
- D. This committee is not a waiver of Union statutory rights to information, consultation or negotiations. The Union reserves the right to request negotiations on issues impacting conditions of employment.
- E. Training may also be an appropriate subject for discussion at the Union Management Cooperation Councils.

Section 7. Technical Mentoring

- A. Technical Skills Mentoring is defined as providing appropriate on the job assistance to employees new to particular jobs.
- B. Mentors should be highly motivated, knowledgeable employees with good interpersonal skills.

- C. Management will make every reasonable effort to:
1. Allow interested employees who are qualified to volunteer in the mentoring process and will openly solicit for volunteers when needed. Where management determines an employee is not qualified to mentor or decides not to utilize the employee in the mentoring process, they will discuss the reasons with the employee, if requested.
 2. Accommodate employees with special needs or special equipment by obtaining mentors who are familiar with special equipment or accommodations used by individuals.
 3. Consider an employee's request to freely withdraw from mentoring, and if denied provide a written explanation.
 4. Share links to existing SSA training on mentoring to new mentors and organize an orientation meeting between the mentor and mentee.
- D. Management recognizes that mentoring may consume a portion of the mentor's time and consideration will be given to adjusting workloads as deemed necessary.
- E. The mentoring phase of training is a learning period that enables employees to become familiar with their new assignments. Management realizes that there is a learning curve in the mentoring process for the mentor and the employee. The mentoring process should ideally involve ongoing three-way communication among the technical mentor, the employee, and management.
- F. Management recognizes the importance of continuity and will make every reasonable effort to ensure that the mentoring process is completed without interruption (e.g. scheduling blocks of time to allow for a mentor and an employee to meet to discuss casework and other work items, time for a mentor to review an employee's work).
- G. Trainees who believe they need additional assistance or training at the conclusion of their mentoring period may make a request for management's consideration.

Section 8. Training Expenses

When training is approved, the Agency will pay costs of tuition, required textbooks and other expenses as appropriate, and may pay travel costs, subject to travel regulations and fiscal considerations. When management approves the scheduling of training during the employee's basic workweek, duty time may be approved for training, unless the training is deferred or cancelled. If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and may request to be excused to attend the training, without travel reimbursement, in accordance with PPM S630_9.

Section 9. Certification

Employees, (i.e., attorneys who are members of the Bar (state, territory or District of Columbia), nurses, and physicians) who are required to earn continuing education credits to maintain certification and/or licensure related to the employee's job series will be granted administrative leave, not to exceed 10 hours in any one calendar year to maintain such certification or licensure. The Agency will not incur any costs for such training. Administrative leave for continuing education training must be requested by the employee and approved in advance by Management, subject to workload considerations and applicable government-wide laws and regulations regarding administrative leave.

Section 10. Career Development Programs

The Parties recognize that career development programs at the Agency and component levels are appropriate subjects for discussion in Union Management Cooperation Councils under Article 29.

Section 11. Continuing Legal Education Requirements

The Agency shall reimburse tuition up to \$200.00 per fiscal year to a GS-0905 attorney for course(s) necessary to satisfy the employees mandatory continuing legal education requirements to maintain a law license. The employee shall submit proof of payment to the Agency for reimbursement. Reimbursement may be delayed until enactment of a full year appropriation. Reimbursement will begin in fiscal year (FY) 2024.

In situations where an employee has an active membership in more than one bar (state, territory or District of Columbia), they may receive reimbursement sufficient to obtain the number of CLE hours necessary to maintain an active membership in the bar with the lesser CLE requirement.

Section 12. Law License Fee Reimbursement

A. To the extent the Agency or OPM requires a law license in order to be employed as a bargaining unit GS-0905 series attorney, the Agency will reimburse law license fees for one State bar. If the employee is licensed in more than one State, the Agency will reimburse the law license fee for the State with the lowest law license fee amount.

B. Each year, employees may submit law license reimbursement requests on a rolling basis as the employee pays his, her, or their dues for professional law licenses. Reimbursement may be delayed until enactment of a full year appropriation. Reimbursement will begin in FY 2024.

C. To be eligible for law license fee reimbursement, the requestor must be a bargaining unit GS-0905 attorney at the beginning of the period covered by the law license and on the date requesting reimbursement. The employee must remain employed with SSA for the duration of the licensing period for which the employee received reimbursement or may be subject to the recovery of funds, at a pro-rated amount.

D. All GS-0905 attorneys seeking reimbursement for a bar law license must annually provide documentation that they maintain active legal licensure in one or more U.S. jurisdictions. Reimbursement will be made upon receipt of proof of payment and consistent with other legal and fiscal requirements.

E. Qualified bargaining unit GS-0905 attorneys are eligible for reimbursement of up to \$300 of their individual annual law license fees each year. Law license fees paid on a bi-annual or tri-annual basis shall be reimbursed up to \$600.00 or \$900.00, respectively.

RA T I F I C A T I O N C O P Y

Article 20

Child Care and Elder Care

Section 1. Policy and Purpose

The parties recognize that working parents/personal primary caregivers may have special child and elder care needs during working hours. The parties recognize the need for such parents/personal primary caregivers to secure appropriate child and elder care arrangements. The Agency will continue its efforts to secure adequate funding in order to support and foster child care services for its employees, consistent with this Agreement and SSA's funding policy.

Section 2. Child Care Activities

The Agency will continue to provide information via SSA intranet to assist employees in meeting and/or support various activities in order to meet ongoing child care needs. These may include, but are not limited to, such things as child care and parenting information, child care resource and referral information, workshops, and counseling as available through the Employee Assistance Program.

In accordance with 40 U.S.C. 590(e), the Agency agrees to pay legally permissible expenses for training, conferences or other meetings in connection with the provision of child care services for Agency employees who have oversight responsibilities for the operation of Agency supported or sponsored child care facilities; e.g., members of local child care committees, board of directors, etc., if the Agency determines such training, etc., is relevant and necessary.

The Agency will provide information regarding child care on the agency website that may include topics such as children's wellness, family resources, parenting challenges and solutions, and resources regarding the Agency's child care centers nationwide.

The Parties agree that the issue of a potential child care subsidy is an appropriate subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils under Article 29. Should these discussions result in a management decision to establish a child care subsidy, Management will provide notice and bargain to the extent required by 5 U.S.C. 71.

Section 3. National Child Care Committee

The National SSA/AFGE Child Care Committee will be comprised of one representative from each national component of AFGE and an appropriate number of management members. The Committee will meet for two consecutive days from 1:00-4:00 PM EST (or longer by mutual agreement) at least annually (or more often by mutual agreement). This meeting will take place via technology.

The major purpose of the Committee will be to monitor all child care activities and provide recommendations to the Agency on child care options/solutions for SSA offices such as construction, consortium, resource/referral activities, educational programs, emergency drop-in

child care (occasional care), sick child care, school-age program, etc. This information may include, but is not limited to, the status of current activities, availability of funds, and results of surveys and/or feasibility studies. The Committee will also research the availability of grant monies and other fund raising alternatives, etc.

Based on a consensus, Committee recommendations will be forwarded to the Deputy Commissioner for Human Resources for a decision. At the same time, a copy of the recommendations will be forwarded to the Spokesperson, AFGE/SSA General Committee. Agency decisions, including rationale, will be forwarded to the Committee within a reasonable timeframe, normally not to exceed 90 days. Either party may send recommendations to the Agency.

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

The six Union representatives on the Committee will be authorized time in accordance with Article 30.

Section 4. Existing Child Care Center Board of Directors

Where there is a Board of Directors for an existing SSA child care center, the Union will designate one representative to serve on the Board of Directors. Union representatives on the Committee will be authorized time in accordance with Article 30.

Section 5. Employee Needs

The Agency agrees to grant emergency annual leave requests and to consider emergency requests for leave without pay brought about by unexpected changes in child care and elder care arrangements contingent upon operational emergency.

The Agency agrees to utilize programs which may assist employees with child/elder care needs; for example part-time employment, job sharing, leave, flextime, etc.

The Agency recognizes that it may be necessary for employees to contact child/elder care providers during duty hours.

Section 6. Facilities

In accordance with 40 U.S.C. 590, the Agency will provide space, equipment, furnishings and other services that the Agency determines necessary to support the operation of each SSA child care facility.

Section 7. Miscellaneous

The Parties agree that this Article will not delay or impact on any pending child/elder care initiatives. The Union will be kept informed of the child/elder care initiatives. Child/elder care

initiatives are an appropriate subject for discussion in Union-Management Cooperation Council under Article 29.

Section 8. Lactation

The Parties agree to provide support for lactating employees. To the extent required by law, a lactating employee must be granted reasonable time to express breast milk for the employee's nursing child each time the employee has a need to do so. This may include rest/break periods, meal periods, changes in work schedules/shifts, the ability to flex out, the use of annual leave, LWOP, credit hours, compensatory time, or other arrangements as appropriate.

If requested, Management may grant extensions of rest/break times or the meal period for up to a total of 15 minutes per day for employees to express breast milk. As an exception to the provisions of Article 10, Appendices A and B, nursing employees in field offices and teleservice centers may request to flex out at times during the workday in addition to the meal period in order to express breast milk.

Management will provide a private place, other than a restroom, that is shielded from view (including from video recording devices) and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. This onsite private location should afford a comfortable environment for the nursing employee and contain a small table, a comfortable chair, and one electrical outlet. To the extent feasible, Management will provide space with a lockable door and avoid assigning a space that contains high-traffic equipment like copiers, printers, etc. There should be a sink nearby if one is not located in the room. For each Agency facility lacking a dedicated refrigerator for storing expressed milk, upon request, the Agency will provide one "mini-fridge" per site, for dedicated storage of expressed milk. The "mini-fridge" may be used for other storage when not in use for this purpose. Normally, the "mini-fridge" will be located within the dedicated lactation space. The space will be cleaned daily in accordance with existing office cleaning procedures.

Employees will not be required to sign an SSA Lactation Program Agreement to use Agency space for lactation purposes. Employees may be requested to sign an acknowledgement statement regarding use of an Agency health unit facility for lactation purposes.

Employees who request to express breast milk at the workplace will be informed of these provisions.

Section 9. Elder Care

The Agency will provide resource information on elder care issues such nursing homes, home health care agencies, assisted living facilities, elder law, financial counseling, and medical advice on an Agency website.

Section 10. Emergency Backup Child/Elder Care

The Agency will establish an emergency backup care program for dependent minors and/or adult dependent or disabled family members. This program will provide a maximum of 5,000 care visits per fiscal year for all employees combined. Each employee will be limited to five (5) visits (one day equals one visit) per fiscal year, subject to availability on a first-come, first-served basis. At its discretion and subject to the availability of funds, the Agency may increase the total number of visits per fiscal year beyond 5,000.

The Agency will provide detailed information regarding this service on an Agency intranet site. To participate, each employee must comply with all other rules and requirements established by the program.

The program will begin no sooner than fiscal year (FY) 2025 to provide sufficient time for the Agency to complete the procurement process, and subject to budgetary considerations. Additionally, implementation of this program may be delayed in any fiscal year until enactment of a full year appropriation.

The Agency will reassess continuation of this program each fiscal year, and may, at its sole discretion, discontinue the program for any reason. Prior to discontinuing the program, the Agency will consult the Union.

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 counseling which are informal in nature. 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 e7B file or subsequent successor technology for up to one year. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

For the purposes of this article all references to written documents include the ability to transmit said documents electronically.

Section 2. Timeliness of Discipline

If the Agency feels that disciplinary or adverse action is necessary, such action will be initiated timely after the conclusion of any misconduct investigation of the offense.

Section 3. Definition of "Day"

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

Section 4. Investigations

- A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse action.
- B. If the Agency conducts an investigation, the Union's right to be present will be in accordance with 5 USC 7114(a)(2)(B) and Article 3, Section 6 of this Agreement.
- C. Weingarten investigations will be initiated timely after the alleged offense was committed, made known to the appropriate Agency official, or referred (e.g. at the conclusion of other formal investigations by the Office of the Inspector General (OIG), Office of Special Counsel (OSC), and the Agency anti-harassment program), to the appropriate Agency official.

- D. The Agency shall provide its Weingarten investigation summary notes to the employee and, if represented, the employee's representative as soon as possible after the investigation meeting.

Section 5. Reprimand

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of both the SSA-e7B Extension File or subsequent successor technology and the Official Personnel Folder (eOPF) for up to 1 year or as long as an administrative need exists (e.g., litigation, pending disciplinary actions).

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

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

Section 6. Short-Term Suspensions

- A. An employee against whom a suspension for 14 days or less is proposed is entitled to:
 - 1. An advance written notice of fifteen (15) calendar days stating the specific reasons for the proposed action;
 - 2. The right to review the material which is relied on to support the reason(s) for the proposed action;
 - 3. Ten (10) calendar days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response; and
 - 4. Be represented.
- B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal. 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, or by mutual agreement, oral presentations may be conducted virtually using meeting technology (e.g., MS Teams, conference call).
- C. After considering the employee's response, the deciding official will issue a written decision. Normally the deciding official will be at a higher level of management than the proposing official.

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

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

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

1. Advance written notice of thirty (30) calendar days stating the specific reasons for the proposed action;
2. The right to review the material which is relied on to support the reason(s) for the proposed action;
3. Twenty-five (25) calendar days to respond orally and in writing, and to furnish affidavits and other documentary evidence in support of the response; and
4. Be represented.

B. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal. 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, or by mutual agreement, oral presentations may be conducted virtually using meeting technology (e.g., MS Teams, conference call).

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

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

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

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

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

Section 8. Requests for Information and Materials Relied Upon

If requested by the employee or the employee's designated representative, the Agency, in a timely manner, will provide copies of all material, including written statements by witnesses, relied upon to support the proposal notice. Nothing precludes the Union from requesting additional information in accordance with 5 USC 7114(b)(4).

Section 9. Requests for Time Extensions on Proposals

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

Section 10. Notice to Union

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

RATIFICATION COPY

Article 27

Details

Section 1. Definitions

A detail is the temporary assignment of an employee to a different position or function, or to perform the duties of the same position at or for a different duty station for a specific period, with the employee returning to his/her/their regular duties or duty station at the end of the detail.

Section 2. Documentation

A detail to a different position in excess of 30 calendar days will be reported on Standard Form 50 (SF-50) and maintained as a permanent record. A detail to a position that is identical to an employee's current position for 120 days or more will be reported on the SF-50 and maintained as a permanent record.

Section 3. Duration

The Agency is responsible for keeping details within the shortest practicable time limits and assuring that details do not compromise the open competitive principle of the merit system.

Section 4. Higher Graded Duties

Those details to higher graded positions or to positions with known promotional potential which require competition will be handled in accordance with Article 26.

Section 5. Lower Graded Duties

Should the requirements of the Employer necessitate an employee being detailed to a lower-graded position, it will not adversely affect the employee's ability to bid for any job for which the employee would have been eligible had the employee not been detailed to the lower graded position.

Section 6. Union Officials

Management will make a reasonable effort to avoid placing Union officials on details that would prevent Union officials from performing their representational functions. The Employer agrees to notify the union prior to placing Union Officials on details away from their official duty stations.

Section 7. Reassignments

When an employee is non-competitively reassigned to a different position, the employee will be given a reasonable period, as determined by management, in which to become proficient. Reassigned employees will be provided appropriate training, where needed, in accordance with

Article 16. If the employee cannot attain satisfactory performance, management will consider reassigning the employee back to the previous position or a new position at the same grade level.

Section 8. Temporary Assignment of Duties for Medical Reasons

Upon request, the Agency will make a reasonable effort to assign limited duties to an employee who is temporarily unable to perform the full range of his/her/their assigned duties because of medical reasons. The Agency may require sufficient medical documentation in support of the request.

Section 9. Procedures for Filling Non-Competitive Details in Excess of 120 Calendar Days

The following will apply when filling non-competitive details in excess of 120 calendar days to both classified and unclassified positions:

- A. The Agency will determine the qualifications necessary to perform the details. They will be objective and job related.
- B. The Agency will determine the area of solicitation in which to post the detail. Postings will be completed electronically. In the event the Agency releases an email broadcasting the posted detail opportunity, the Agency will forward a courtesy copy to the appropriate union official.
- C. The employer will not set artificial qualifications or artificial areas of solicitation to avoid the provisions of F below.
- D. Postings will be for a reasonable period of time to allow all eligible employees the opportunity to become aware of and apply for details.
- E. After the posting period, the Agency will list the qualified candidates in seniority order. Seniority will be determined by SCD.
- F. The Agency will give serious consideration to selecting the most qualified senior employee(s) who volunteered for the detail.
- G. If an insufficient number of candidates apply for the detail, the agency will use inverse seniority (by Service Computation Date (SCD)) to select equally qualified employee(s) from within the area of solicitation.
- H. An employee will normally be detailed only once during any 12-month period under this provision. Such employee will be eligible for additional details in excess of 120 calendar days (based on the provisions of E and F above) or more in situations of insufficient volunteers; and the employee volunteers for the assignment.

Section 10. Temporary Compassionate Assignments

Employees may request an assignment to another SSA facility in a different geographic location, a temporary residence other than the employee's Article 41 approved Alternative Duty Station (ADS) in a different geographic location, or, their current Article 41 ADS, for up to 60 days based on a temporary personal situation (e.g., illness of parent, etc.) outside of the employee's control. "Different geographic location" is defined as being outside the two-hour commuting area. The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s), the ADS, or temporary residence, for the assignment, and the anticipated length of the assignment. Management may require additional documentation regarding the nature of the temporary personal situation. Assignment approval is at the discretion of Management. The Agency will incur no costs from temporary compassionate assignments. An employee may request additional time under these same conditions.

Section 11. Virtual Details

Virtual details will be addressed in accordance with this section, except virtual details in the Office of Hearings Operations (OHO) which are handled in accordance with the Virtual Assignment MOU between AFGE Council 215 and OHO dated August 22, 2022.

A virtual detail is a temporary assignment of an employee to perform the duties of a different position or function without physically reporting to the duty station of the detail. During a virtual detail, the employee remains stationed at their permanent duty station and, if applicable, their alternate duty station, while performing the work of the component/installation/work unit to which they are detailed. An employee on a virtual detail is expected to return to their permanent position at the end of the detail.

When Management determines a detail can be performed virtually, management will state the option of a virtual detail in the posting. Virtual details under this section will be handled in accordance with Articles 26 and 27, as applicable.

In the event the Agency makes changes to conditions of employment regarding expansion of non-OHO virtual details, the Agency will provide notice and bargain to the extent required by 5 U.S.C. 71.

The Agency agrees to incorporate the Hardship Reassignment Process MOU dated May 21, 2015 and the General Availability MOU dated May 21, 2015 into the National Agreement.

Article 29

Union-Management Cooperation Councils

In the spirit of Executive Orders 14003 and 14025 and related guidance and recommendations, as well as the President's Management Agenda, which promote greater cooperation between labor and management, SSA and AFGE agree to establish the following Agency-level Union-Management Cooperation Councils (UMCCs) between AFGE and SSA. Should Executive Orders 14003 or 14025 be rescinded, this Article will immediately revert to the previous 2019 version.

Section 1. PURPOSE

The UMCCs are intended to design, implement, and maintain within SSA a cooperative constructive working relationship between labor and management at the agency to improve the productivity and effectiveness of the Federal Government.

Pre-decisional involvement (PDI) at the UMCCs occur at the level of recognition (i.e. the six (6) National Level UMCCs). PDI does not waive management's statutory right to make decisions under 5 USC 71, nor does it waive AFGE's right to engage in bargaining prior to implementation to the extent required by 5 USC 71 and if applicable, Article 4 of the SSA-AFGE National Agreement.

Section 2. OBJECTIVES

Normally, discussions within the UMCCs will be guided by the following principles:

- A. Cooperation
- B. Mutual respect
- C. Trust
- D. Transparency and open communication
- E. Efficiency
- F. Consideration of each other's views and interests, and
- G. Good faith commitment to incorporating input on issues where accepted by Management

Section 3. DEFINITION

The basic principles of PDI are as follows:

- A. The pre-decisional process begins early enough to incorporate meaningful involvement.
- B. Discussion and consideration of each party's needs and interests

- C. Where not prohibited by law, Management will provide adequate information to the union regarding mutually acceptable PDI subjects.
- D. Some subjects may not be appropriate for PDI, due to their confidential or sensitive nature.

Section 4. STRUCTURE

- A. UMCCs will normally be comprised of the Deputy Commissioners, or designees for, Human Resources, Operations, Hearings Operations, Analytics, Review, and Oversight (or any appropriate combination thereof depending upon agenda subjects), and appropriate necessary staff members, and shall collectively meet with twelve (12) representatives of the American Federation of Government Employees six (6) times a year. Each meeting may also be attended by a rotating Deputy Commissioner or designee from the remaining headquarters components as appropriate based on the agenda. Four (4) of the meetings will be held via MS Teams or similar meeting technology. Two (2) of the National UMCCs will be held in-person at SSA Headquarters in Woodlawn. Consistent with the Federal Travel Regulation (FTR), the Agency will pay for travel and per diem for up to six (6) union participants to attend the in-person meetings. For any in-person meeting, participants may opt to attend virtually through the use of MS Teams or similar meeting technology.
- B. One member from each side shall serve as co-chairs.
- C. The Parties will appoint note-takers for each meeting and notes from prior meetings will be shared prior to subsequent meetings.
- D. These meetings will be held on the first Tuesday of the month from 10 AM Eastern Time to 4 PM Eastern Time. Dates/times may be changed by mutual agreement.
- E. All participating Union representatives, up to twelve, who would otherwise be in duty status, will be granted official time in accordance with the provisions in Article 30.
- F. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.
- G. During the initial UMCC sessions, the Parties will develop metrics for evaluating the extent to which the UMCC's activities improve delivery of services and products to the public, cut costs, and advance employee interests. The Parties will also measure the outcome of any accepted PDI input based upon these same criteria. Development of the metrics for prospective PDI subjects will not impede PDI on the subjects previously agreed to in the Sidebar to this Article.

Section 5. PDI Procedures

PDI at UMCCs will operate as follows:

- A. PDI subjects may be proposed by either Party for consideration. The Parties must jointly agree on PDI subjects. The co-chairs will agree on which available PDI subject will be addressed 60 days in advance of the first scheduled UMCC. Subsequent UMCCs will conclude with mutual agreement of what PDI subject will be addressed at the next scheduled meeting. In the event the Parties do not jointly agree on PDI subjects, the meeting may be deferred by mutual agreement or may be limited to discussion topics in accordance with Section 4F.
- B. As part of the Parties' consideration of a proposed PDI subject, the Parties will identify appropriate metrics for the proposed subject, in accordance with Section 4G, above.
- C. Once the PDI topic is mutually agreed upon, the Agency will provide the union information and/or a briefing on the PDI subject to the extent needed for the union to provide meaningful input. Briefings will be provided within the confines of the scheduled UMCCs.
- D. PDI will occur within the scheduled UMCCs. The Union will provide pre-decisional input on the approved subject at the scheduled UMCC. Union input that is adopted by management, will be reduced to writing. Such PDI documentation of management's intent will not constitute collective bargaining agreements under 5 U.S.C. 71 due to their pre-decisional nature. During the given UMCC where PDI occurs in accordance with 5A, above, to the extent possible, Management will explain why they are unable to adopt certain items of union input.
- E. After Management has made a final decision on the subject, incorporating mutually agreeable input from the Union, if appropriate, the Agency will provide formal notice to the Union and bargain to the extent required by 5 USC 71.
- F. The decision is implemented.
- G. Pre-decisional involvement does not mean co-management.
- H. Subjects covered by the Parties CBA, as defined by Federal Labor Relations (FLRA) case law, are not appropriate subjects for PDI, with the exception of subjects noted in this Agreement as appropriate for PDI under this Article.
- I. The Parties will not discuss active grievances, unfair labor practices, litigation, local concerns, or ongoing negotiations (term or mid-term), but rather systemic subjects.

Section 6. Component Level Meetings

A. In addition to the National Level UMCCs, the Parties will hold component level UMCC meetings as follows:

1. DCO and AFGE Council 220
2. DCO and AFGE Council 109
3. DCHO and OAO and AFGE Council 215
4. DCARO and AFGE Council 224
5. DCO and AFGE Local 2809
6. HQ components and AFGE Local 1923

Each component UMCC shall meet four (4) times per year, but not during weeks in which the National UMCC is meeting. Each meeting will be attended by the component Deputy Commissioner or designee, and appropriate necessary staff members. The Union will be represented by up to six (6) union officials. These meetings will be conducted via technology. These meetings will be scheduled by mutual agreement and will typically be conducted from 1 PM Eastern Time to 4 PM Eastern Time. PDI is limited to National Level UMCCs. Component level meetings may be deferred by mutual agreement.

- B. These component meetings shall be to exchange information and discuss issues dealing with personnel practices and procedures, matters affecting working conditions and other appropriate subjects. Individual grievances, complaints or any other issue in a formal appellate procedure will not be a subject of discussion at these meetings.
- C. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.

Section 7. Training

The Parties agree to jointly reach out to the Federal Mediation and Conciliation Service (FMCS) and schedule relationship training between the UMCC parties. As the Agenda item for a one-time additional scheduled National UMCC under this article, the Parties will participate in a virtual relationship-building training, with curriculum and instruction provided by FMCS.