

IMPORTANT INFORMATION!!!

PROPOSED NATIONAL AGREEMENT BETWEEN
AFGE
AND THE
SOCIAL SECURITY ADMINISTRATION

The proposed new contract contains many changes but a few of the sections/Articles were “rolled over” meaning both parties agreed to use the same language in the new contract.

For your information, and for comparison, you can view both the 2012 National Agreement as well as the proposed Ratification copy of the new agreement at the Office of Labor Management Employee Relations (OLMER) website at :

<http://humanresources.ba.ssa.gov/olmer/default.htm>

The following 2012 Agreement articles were rolled:

Preamble

Recognition of Coverage of This Agreement

Management Rights

Article 2 Union Rights and Responsibilities

Article 12 Recycling and Going Green

Article 28 Classification

Article 33 Temporary, Probationary, Part-Time Permanent and Seasonal Employees

Article 34 Employee Disability Compensation (OWCP)

Article 35 Employee Assistance and Counseling

Article 36 Research Programs and Demonstrative Projects

Article 37 Tests and Employee Selection Process

Article 38 Multilingual/Bilingual Employees

The following Articles have had changes, some minor. Some of these articles have more to do with how the union operates but MOST have to do with conditions of your employment that greatly affect your ability to: DO YOUR JOB, EARN AND USE LEAVE, EARN PROMOTIONS, BE ELIGIBLE FOR AWARDS, DISPUTE DISCIPLINARY ACTIONS, AND CONTACT AND REQUEST ASSISTANCE FROM YOUR UNION REPRESENTATIVES.

We have only included substantive changes and not the entire articles in this newsletter. As stated before, to view complete agreement language please visit the OLMER website at:

<http://humanresources.ba.ssa.gov/olmer/default.htm>

Article 3 Employee Rights

Changes: Copy of Weingarten Rights will no longer be provided in the orientation package.

The Agency will continue to provide information on health care providers through available technology.

Records shall be retained only as long as such administrative needs exist. The Agency omitted no "longer than a 1 year".

No emergency payments for missing or undelivered salary check and/or lost or stolen salary check .

Impact: New employees will not be informed of their right to representation at a formal meeting with management. This is huge as most new employees are not aware of their rights.

In the past, records that were placed in your 7B file were removed after 1 year. The agency language allows that records could be kept longer (usually not in your favor).

If your paycheck is still mailed and is lost, stolen damaged or undelivered you may not request an emergency disbursement.

Article 4 *Negotiations During the Term of the Agreement on Management Initiated*

Changes: In areas where the Union and the Agency are co-located (in the same building/ area) management will decide where the bargaining is to take place. In other instances bargaining will be done VIA technology.

The Agency will no longer pay travel expenses for union negotiators.

Impact: The Union bargains your working conditions. From how overtime is assigned to how floor plans and seating is handled. Bargaining is like playing poker. It is hard to bargain with others when you can't read body language, expressions, etc.

Article 5 *Union Initiated Mid-Term Bargaining*

Changes: Mid Term (MT) negotiations are only conducted at the General Committee level (The General Committee is comprised of the president or appointee from each component; OHA WBDQC, PC, FO'S OQA, HQ) Components cannot in invoke MT bargaining on their own.

Bargaining has been reduced from 3 to 2 days.

The Agency will no longer pay travel and per diem for union negotiators.

The Agency and the Union share the costs for bargaining activities including mediators and the Federal Service Impasse Panel.

The site and the appropriate technology to conduct bargaining is the choice of management.

Impact: The Union's bargaining power has been severely diminished which results in a harder time representing our bargaining unit and in preventing implementation of policies that can severely impact your day to day working conditions.

Article 6 *Dues Withholding*

Change: If the Agency decides to automate the dues withholding process, the Union will be given notice and an opportunity to bargain.

Impact: No changes to dues withholding without notification to the Union.

The Union has implemented "eDues" which allows for the biweekly deduction of dues from a checking or savings account. Please watch for information on this new process.

Article 8 Official Travel

Change: Employees in travel status will no longer be reimbursed \$3 per day for phone calls.

Impact: Since the Agency has refused to pay any travel for meetings and bargaining this feature is no longer needed.

Article 9 Health, Safety and Wellness

Changes: Removed OSHA from the list of standards that must be followed. The Agency felt the National Fire Codes and National Building Code follow these standards.

The National Health and Safety Committee will consist of 6 union members (each component represented) They will meet 2 times per year. Meetings will be held for 3 days, via technology, from 1-4pm EST. If the union requests a face to face meeting they will pay their own travel expenses.

Each facility will be inspected at least 2 times per year. At the DOC, the second inspection will be a follow up that will be conducted within 90 days of the completion of the original inspection.

SECTION 18. VISION PROGRAM HAS BEEN REMOVED (SEE AGENCY LANGUAGE BELOW)

THE AGENCY HAS DECIDED TO TERMINATE THE VISION PROGRAM. IF THE AGENCY IMPLEMENTS A NEW VISION PROGRAMN AFGE BARGAINING UNIT EMPLOYEES MAY PARTICIPATE.

Impact: The committee has had a significant impact on the health and safety of SSA employees. Cutting the meetings and being unable to meet with subject matter experts can impact your everyday working conditions.

The Union fought hard to try and preserve our vision program. The Agency had no intentions from the beginning of negotiations to continue to pay for and support this program.

Article 10 Hours of Work, Flextime, Alternative Work Arrangements and Credit Hours

Changes: New language states overtime will be assigned to individuals that are performing at least satisfactory, not just any employee requesting it.

Changed language states employees who are scheduled to attend (any) training may have to revert to the working hours at the training site vs their flexible or alternate work schedule, previously stated *out of office* training, this could require new work schedule changes that previously would not have been necessitated.

The new agreement drops MOU language regarding Boyers and WBDOC provisions for flextimes/AWS/credit hours and CST expansion, adopts language stating established

flexible work schedules will continue to operate in the SRC and WBD0C unchanged.

New language was adopted stating CSB/WSU may work a max of 1.5 credit hours daily provided work is available. CSB employees may be required to change work stations in order to work credit hours past their flexband.

New language was adopted stating SRC/System Operations employees may work a max of 2.5 credit hours daily provided work is available and can be performed at the time(s) management requests.

Previous language stated employees could request to work credit hours orally or in writing, new language provides vague wording simply stating the request may be made in a manner determined by management.

Ratification copy states CSU/WSU may not participate in 4/40 flexible work schedule.

Language was dropped stating employees will revert to their established fixed schedules in the event of an administrative decision to direct a late arrival or early dismissal, also drops language stating management may suspend 5/4/9 or 4/40 if it is determined the employer is unable to fulfill the operational needs to serve the American Public.

Impact: If your supervisor or managing official does not believe you are performing at a satisfactory level, you may be denied overtime. If you work within a flexband or an alternate work schedule your work schedule can be affected due to in office training.

Article 14 Reduction-in-Force and Transfer of Function

Change: Management is no longer required to give Union notice 60 days in advance of any changes prior to notice to the employees.

Impact: If there are plans to lay off employees or transfer functions of their job to an other job family the Union will not be able to bargain any significant changes. Example; Will the lay offs be done by SCD or will the agency decide to retain only those they state are good performers. If so, what is the criteria to be considered a good performer under this article.

Article 15 Contracting Out Bargaining Unit Work

Change: The Union will no longer be contacted prior to the invitation for bids.

Impact: If the agency is looking to outsource your job or one of your workloads the Union will not get advance notice and our ability to fight for you in advance to keep the work in the DOC will be stolen.

Article 16 Training and Career Development

Changes: National Training Committee (NTC) will be composed of up to 12 members. Up to 6 will be appointed by the Union and up to 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 meetings will be held on two consecutive days from 1:00-4:00 PM EST, via technology.

The Agency believes training to be an appropriate subject for the Union- Management Meetings (UMM).

With management approved training, duty time may be used. (Normally for those who need to attend trainings outside of their workplace.)

Administrative leave for certification cannot exceed 10 hours per year.

Impact: The NTC was successful in getting many training programs off the ground. They had reviewed scripts for content and offered many recommendations for consistent training nationally. Subject matter experts gave presentations that were essential in understanding the impact of training initiatives and the NTC made recommendations to the AFGE General Committee to bargain those initiatives that had significant impact on the bargaining unit members.

UMM has never been a forum for training discussions and the fact that the agency is placing the bulk of the training issues in that meeting tells us what we need to know about their commitment to educating and training the

employees. UMM is a 3 hour meeting which is not enough time to discuss all the issues that have been passed off to discuss in this forum.

For those employees whose job requires them to be recertified or consistently maintain education credits to perform their job, the agency has cut their ability to have such certification expenses refunded AND has cut the number of hours of administrative leave that can be used for that purpose.

Article 17 Monetary Awards

Changes: ROC award amounts will no longer be based on a range. (current contract example: 5.0 receives between \$1200-\$1500). Range amounts were removed. This decision was based on OPM regulations regarding non-discretionary awards and overtime calculations. The Agency has stated awards will be granted in a equitable manner based on the payroll of the employee as of Sept. 30th of the preceding year (9/30/18 for FY 19 awards).

The Agency has the discretion to not grant a monetary award to an employee who received a reprimand. Employees who have received any other form of formal discipline (e.g. suspension, or demotion) are not eligible to receive any type of monetary award not already paid for the fiscal year in which the discipline is imposed or through the end of the next fiscal year. (Affected employee will only lose award eligibility for one fiscal year.)

If an employee was subject to a disciplinary action and the action is resolved by settlement or litigation, the employee will be considered in good standing and may be granted a monetary award if otherwise eligible.

Employees who are ROC eligible and are in good standing at the time of consideration for an award **may be considered (instead of granted)** for a ROC award. A ROC eligible employee, who is not granted a ROC award, will, upon request, be provided the rationale for not receiving the ROC award.

Impact: Without a range of the amount of the award there is a huge possibility of unequal distribution of award amounts. 2 employees of equal standing can possible receive 2 largely different award amounts. If this happens, the Union sees a lot of grievances being filed. The Agency claims they will take reasonable steps to maintain consistency.

A reprimand does not solely exclude you from the award process. Management has the discretion to award an employee who has had a reprimand placed in their 7B file. This is a win for the Union. The Agency wanted to lump reprimands in with suspensions and other disciplinary actions).

****EVEN IF YOU ARE ROC ELIGIBLE, YOU MAY NOT RECEIVE AN AWARD.** In the past if you had a PACS score of 4.0-4.5 you were guaranteed an award. This is not the case with the new agreement. If you are ROC eligible and do not receive an award you can ask for the rationale behind the decision.

Article 18 Equal Employment Opportunity

Changes: The National EEO/AEPP Monitoring Committee will consist of up to 6 Union representatives. The committee will meet annually for 2 days from 1:000-4:00pm EST via technology.

Workforce Data Tables will be provided in electronic format (new hires, participation rates for programs, competitive and non competitive selections, awards, separations, etc.) If the information is available on the website the Union will be directed how to access.

Employees cannot choose their own EEO counselor.

Currently there is a basic formula for allotting time for representation and participation in the EEOC process. The formula is 8/24/8; 8 hours thru the investigation of the complaint, 24 hours for the hearing process, and 8 hours for appeals. In the past additional time could be granted if justified. With the new agreement Management will determine and grant time needed. Denials will be in writing if requested.

Changed language to read “ qualified employees with a disability” as opposed to employees with a disability.

At the AEPP meeting the agency will provide data on the Alternative Dispute Resolution (ADR) program including number of participants, number not elected by employees and the same for management. Settlement information will also be provided in sanitized form.

Impact: The EEO/AEPP monitoring committee monitors equal employment issues in the workplace to insure the agency is meeting it’s responsibilities.

In the past you could choose the EEO counselor that you wanted to assist you. The new agreement has all counselors being assigned to complaints.

Management has the responsibility to grant duty time for EEO complaints under EEO regulations but that does not mean they can’t try to work around high level days which can prevent you from getting your case completed timely.

Article 19 Upward Mobility (replaced)

This article was deleted by mutual agreement because all of the language is contained within other relevant articles.

Article 19 Office Space

This article deals more with the relocation of Field Offices. If you would like to read the entire article it is available on the OLMER website.

Article 20 Child Care and Elder Care

Changes: Most of the contract language in Article 20 of The 2012 National Agreement has remained the same.

The Child Care Committee will only meet for 2 consecutive days from 1-4 pm EST to meetings via technology on an annual basis.

The designation of Local Childcare Committee has been changed to Existing Child Career Board of Directors.

Information on Elder Care will be provided on the Agency website.

Impact: The Child Care committee had traveled to large installations that housed child care centers. During these visits they found issues that were brought to the attention of the agency and corrections were made. Without these visits, the child care centers will not be as thoroughly policed for infractions.

Again, Who will give us the extra time it takes to look up Elder Care and Child Care information on the agency website. This information is only accessible here at work and we only have so much free time.

Article 22 Within-Grade Increases

Changes: If after a reconsideration is filed and a negative decision is rendered, and the employee is alleging discrimination, the employee will have 45 days to file an EEO claim or 30 days to file an appeal with the Merit Systems Protection Board (MSPB).

Impact: Language clarification only to show EEO claim is based on discrimination.

Article 27 Details

Changes: Section 10 title changed from *Compassionate Details* to *Temporary Compassionate Assignments*.
Added "Employees may request an assignment to another different geographical location"
SSA facility in a
The Agency agrees to incorporate the Hardship
Reassignment Process and the General Availability MOU's
dated May 21, 2015.

Impact: Details and Reassignments are 2 different processes. A change which is why the clarification in the title was agreed to.
Detail is a temporary
another
The prior language did not state that the detail could be in geographical location.
The Union had to work to make sure the Hardship
Reassignment and the General Availability Memorandums
of Understanding (MOU) were retained as the Agency had called
for all MOU's to be terminated.
These MOU's have helped many of our employees get
reassigned to other SSA facilities/offices due to the move of
a spouse, other family issues, etc.

Article 29 Union-Management Meetings

Changes: The Deputy Commissioner for Human Resources or designee and appropriate staff members shall meet with representatives of the American Federation of Government Employees 6 times a year. Two of these meetings will be conducted face-to-face at SSA headquarters. The other four will be conducted via technology. The meetings will be attended by up to six (6) AFGE representatives.

These meetings will be held on the first Tuesday of the month from 1 PM Eastern Time to 4 PM Eastern Time. The parties will mutually agree on the months for the two face-to-face meetings that will occur each fiscal year. For the two face-to-face meetings, the Agency will pay travel and per diem for 3 Union representatives. All six Union representatives, who would otherwise be in duty status, will be granted time in accordance with the provisions in Article 30.

Matters proposed for discussion by either party will be forwarded to the other party at least 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. Failure to provide appropriate topics within the prescribed timeframe will result in cancellation of the meeting.

The same AFGE representatives on travel status (three total) for the two face-to-face National Union-Management Meetings are also authorized an additional day of travel and per diem in order to attend a General Committee meeting which is held the day after the National Union-Management Meeting. Time for these General Committee meetings will be handled in accordance with Article 30. Travel days for those attending the in person meetings will be Monday and Thursday.

Impact: The UMM meetings were a place to discuss changes and work thru issues before they became a problem for the employees. During the contract negotiations, which sometimes fell on the same week as the UMM, the agency tried to assert that the union was not taking UMM seriously, when in fact our principal negotiators (the component presidents) had to send replacements to UMM. Once negotiations ended, the principals were able to reestablish this important form of communication with the agency.

reason for their
person and 4 meetings via

The Agency's refusal to pay travel expenses is the primary
change from in person meetings to 2 in
technology.

pay for 3 pits the
who and how the other 2 travelers

Also, the Agency's refusal to pay for 5 travelers and only
components against each other to decide
will be reimbursed.

Article 31 Time and Leave

Changes: Many of the changes have to do with updating the language to reflect the changes due to the Weather and Safety Leave act that has already been implemented.

Six-month leave approvals/denials will now be approved within 15 days of the close of the request period, this was previously within 10 days.

Employees exposed to unsafe/unhealthy working conditions that cannot be immediately corrected may be deployed to their ADS if they have a signed telework agreement.

Does not contain language stating employees will receive a copy of SSA's instructions regarding weather/safety leave.

No longer states management may grant eight hours of administrative leave to employees in extreme circumstances.

Does not contain language covering excused absences and timeframes for employees serving as donors for bone marrow, tissue, etc. without the loss of pay or leave.

Employees under a sick leave restriction will be reviewed every six months, was previously every four months.

During maternal/paternal/adoption leave, intermittent returns to work for full or partial days does not extend the 225 consecutive-day span for leave.

Impact: You will have to wait for up to 15 days after the 6 month leave roster is worked to receive your approvals/denials.

All issues related to the Weather and Safety leave act are still in place and are now incorporated into the agreement language.

You will no longer be granted administrative leave to be a donor for bone marrow, tissue transplants, etc. .

Employees who are on a sick leave restriction will need to wait an additional 2 months before being reviewed and/or possibly removed from the restriction.

Article 39 Work At Home By Exception

Changes: Although both the Agency and the Union considers “Work At Home By Exception” a temporary arrangement, the Agency went a step further and changed the limited period to “normally up to 6 months” but that they may grant extensions with acceptable medical documentation.

You are not covered by this policy if you are in your probationary period, first year of trial period, in a formal training or development program.

Also, if you have been suspended or have been absent without permission for more than 5 calendar days in a year, or if you have been suspended for viewing, downloading or exchanging pornography on a government laptop or while performing government duties.

Employees may be required to complete a Telework Program Request and Agreement.

Impact: If you have a medical condition that lasts longer than 6 months you will have to provide additional documentation. In the current contract the initial limited period is up to 1 year.

If you are probationary or in a training program you cannot apply.

The requirement to complete a Telework Program Request is only for the Agency paperwork purposes. Completing this agreement does not entitle you to the telework program unless you are already teleworking or you apply and are selected when the Agency canvasses For additional slots.

Article 40 Alternative Dispute Resolution

Changes: Language changes for clarity only.

The Union and the Agency could not come to agreement on issues included in the following articles. These Articles were sent to the Federal Service Impasses Panel (FSIP) The panel takes information from both parties and can either rule in favor of one party or the other, rule with a combination of both, or make their own ruling. Currently the panel consists of 6 members who are NOT LABOR FRIENDLY.

AFGE has filed lawsuits and grievances for the unlawful implementation of most of what the panel is imposing in this new agreement. The issues that were sent to the FSIP are:

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

Agency proposal: The Agency asked that 1,046 Memorandum of Understanding (MOU's) and supplemental agreements be terminated.

Union proposal: The Union asked that all remain current

FSIP ruling: Adopts managements proposal

These MOU's and supplemental agreements were bargained in good faith and not all will be properly served under the new agreement. This is a huge set back in the Union's work for a safe, fair and equitable work environment.

Article 7 *Duration of the Agreement*

Agency proposal: 7 year duration

Union proposal: 2 year duration

FSIP ruling: 7 years. Adopts managements proposal

This ruling imposes this agreement on us for 7 years. That is a lot of time for us to live and work under the conditions of this new agreement.

Article 11 *Union Use of Official Facilities and Communications*

Agency proposal: Eliminate all Union offices, mail services, no use office equipment and office supplies. Limited use of email. Allows Bulletin Boards.

Union Proposal: Status Quo, keep what we have.

FSIP ruling: Adopted most of Agency's proposal except where management cannot sensor what is placed on public boards due to 1st Amendment concerns.

Your Union representatives will not be as easily accessible as they have had been in the past, The Union will need to relocate their office to an outside location. You will only be able to access them thru personal email, text or phone calls. Your Union stewards CANNOT work from their desks. They will have extremely limited use of their government laptop for communication unless initiated by management and in the event of immediate representation needs

New Union contact information will be provided before we exit the building.

Article 13 Parking and Transportation

Agency proposal: Agrees they must follow GSA guidelines involving parking. Agrees they must bargain over parking changes. States the Agency will pay transit subsidies if funding is available.

Union proposal: Keep current language over parking and transit subsidies.

FSIP ruling: Adopted the Agency language on parking. Adopted Union's language on parking subsidies "subject to availability of funds".

Those employees who take advantage of the transit subsidies may no longer have their transportation costs subsidized if funds are no longer available. Some employees are able to get a small subsidy if they get to work by bus, train, etc. This will largely affect those in large metropolitan areas although the WBD0C does have a few employees who are eligible because they utilize the town bus to get to work.

Article 21 Performance

Agency Proposal: Wants to prohibit grievances on performance based actions such as PACS scores. Does not want the Union to be able to bargain over performance management systems.

Union proposal: Wants Agency to clearly define, clarify, and codify what is measured and accurately assessed including employee and supervisor responsibilities throughout the appraisal year.

negotiated Is opposed to the Agency limiting the scope of the grievance procedure.

performance Wanted language added allowing bargaining over management systems.

FSIP ruling: Adopted Union’s proposal/Rejects Agency proposal on limiting grievances.
Rejected Union language on bargaining.
Agency gets additional latitude with performance measures, but Union still allowed to grieve performance based actions.

Performance appraisals are placed in electronic 7B. Paper copies will not be given to employees.

Section 7A-Performance Assistance (PS) plans—removed. There is no longer a PA plan to assist you with performance and training issues.

Section 7B Opportunity to Perform Successfully (OPS). Originally 120 plan has been reduced to 60 day plan. This could have been reduced to 30 days by FSIP as only 30 days is required by statute. Once on an OPS plan you have 60 days to improve or you can be terminated.

Article 23 *Disciplinary and Adverse Actions*

Agency proposal: Proposed to eliminate the ability to grieve removals, suspensions of more than 14 days, reduction in grades and pay, and furloughs of 30 days. Claims MSPB can handle these actions.

Union proposal: The employees are allowed due process and should have more than one venue to challenge actions. The MSPB does not have a quorum since Jan. 2017 and has no authority to hear cases.

FSIP ruling: Adopts Union proposal

Other changes: Added written counseling to Section 1 in addition to oral counseling. Written counseling to be placed in 7B file. Disciplinary records placed in 7B file to be removed after 1 year unless administrative need exists; ongoing litigation or pending disciplinary actions. We are still allowed to grieve disciplinary and adverse actions.

Article 24 *Grievance Procedure*

Agency proposal: Eliminate the following from the grievance procedure: letters of counseling, any matter appealable to MSPB, written notice of proposed actions, performance discussions, Performance plans,

workers comp, FLSA claims, Wage garnishments, cash awards,
incentive pay, QSI's or any awards, termination of union dues,
PACS ratings.

Union proposal: Status quo on all grievance procedures. Change the
date of service method when filing a grievance by
email or fax.

FSIP ruling: Denied both proposals and left all at status quo.

The Panel rejected Agency's proposed grievance exclusions, including issues such as appraisals, awards, etc. Subsequent steps in a grievance should be filed within the specified timeframe regardless if a decision was rendered. The Union also convinced the Agency to allow electronic filing of union-management grievances and to implement electronic filing of employee grievances in 1 year.

Article 25 Arbitration

Agency proposal: Proposed to eliminate agency requirement to pay travel and per diem for at least 2 of the uUnion witnesses, who are Agency employees, in an arbitration case. Duplicated proposals to eliminate subjects from arbitration as was listed under Article 24.

Union proposal: The Union proposed to limit pre-arbitration discovery and motions. This is to maintain fair representation. The Agency has in the past has engaged in ex parte communications with arbitrators. The Union wishes to retain language to allow for expenses for witnesses who are agency employees.

FSIP ruling: Adopted Agency language striking travel expenses for witnesses. Denied Agency arbitration exclusions covered under Article 24. Denied Union proposal to exclude pre-arbitration matters.

Union must pay for its witnesses for arbitrations, arbitrations can now have pre-hearing motions; panel denied agency request for arbitration exclusions on performance and discipline issues. Both parties agreed to utilize FMCS for the arbitration panel process.

Article 26 Merit Promotion

Agency proposal: Wants more discretion on the Area of Consideration for vacancies. For example, the normal area of consideration in Baltimore/ Washington D.C/Falls Church HQ duty stations is Baltimore/Washington D.C./Falls Church HQ wide. Prior language included the Philadelphia region.

Is opposed to Union language that would prohibit selecting officials from relying on tests, questionnaires or similar instruments in the selection process.

Union proposal: The Union wishes to retain current language on areas of consideration and add language for other areas to maximize advancement opportunities. Example: For positions in the Northeastern PSC, the term SSA region-wide would include both Boston and New York regions.

The Union proposes that those

employees on the Best Qualified List rank and not alphabetical order.

be listed by

FSIP ruling: Adopts Agency proposal but modifies it to include Union language on ranking of BQL.

The Agency proposed and the Union agreed, at the negotiating table, that the IVOL process will no longer use PACS and awards scores to determine eligibility for the BQL. Selecting official may request that information during the selecting process.

Article 30 Official Time

Agency proposal: 50,000 Hours of official time bank nationwide. Users are capped at 650 hours or 250 hours depending on the number of reps who use time. Counts EEO statutory rep time against official time bank. Reps may request up to 80 hours per year of LWOP for Union activities.

Union proposal: Reduce current bank from 250,000 hours to 230,000 hours. Keep 12 reps at 100%, 14 reps at 1400 hours, 135 reps at 1040 hours, all other users at 520 hours. EEO time is separate from official time. LWOP for union activities is up to 1 year with no loss of benefits.

FSIP ruling: Adopted Agency proposals in all areas.

Your Union’s ability to fully represent you has been drastically cut. The Agency allowed us a little over 1 hour per Union member to represent you. Grievance cases have taken hours and hours for just one person. Research is needed and proposals and arguments have to be done in order to fully represent our members. Your Union reps have already volunteered their own free time to ensure that all employees are represented during this agreement.

Article 32 Veterans

Agency proposal: The Agency proposed general, non-specific elements. Feels the bulk of the information is available on the Veterans website.

Union proposal: Proposed broader information to be made available. Proposed information be made available outside the SSA firewall for access at home.

FSIP ruling: Adopted the Agency proposal.

Although the panel granted the agency request for less specific information and less access to info in the Veterans article. This is a new article and the hope is that we can add more substance to it in the future.

Article 41 Telework

Agency proposal: Proposed that the Deputy Commissioners have total discretion to determine who can telework, the number of days they can telework (if any), the % of employees who can telework, if teleworking employees can work flexible schedules (549, credit, religious comp., etc.) and the ability to make changes to the schedules without negotiation.

Require teleworkers to use certain technology at home. (AKA Skype)

Union proposal: Mostly status quo. Added language that a person can telework at home during inclement weather, when the building is open, with management approval.

Proposed "appendices" for each component as the each component has different workload availability and needs.

FSIP ruling: Adopted the Agency proposal with modifications. Added Union language that an employee can request (but not be entitled to) telework if the office is open but travel is hazardous. Also modified to reflect the Agency must comply with law such as the Work Schedules Act.

Deputy Commissioners can unilaterally exclude employees from telework. Employees will telework during office closures according to the Weather and Safety Leave Act that has already been in effect. Employees may request to telework when the office is

open but drive is too dangerous, with _____ managements approval. This was a huge win for the Union as the Agency was against this language.