

## MEMORANDUM OF UNDERSTANDING

### AGENCY RE-ENTRY AND WORKPLACE SAFETY PLAN 2.0

This Memorandum of Understanding (“MOU” or “agreement”) is made by and between the American Federation of Government Employees SSA General Committee (“Union”) and the Social Security Administration (“SSA”, “Agency”, “Management”), regarding the phased re-entry plan and Workplace Safety Plan 2.0 for AFGE bargaining unit employees at SSA. By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement. This MOU will expire after the evaluation period following re-entry, or extended by mutual agreement. Within 30 days prior to expiration of the evaluation period, the parties will meet to discuss future agency-wide post re-entry policies. If there is a duty to bargain, the Agency will provide notice and an opportunity to bargain, consistent with Article 4 and to the extent required by 5 U.S.C. 71.

1. The parties agree that the phased re-entry process for AFGE bargaining unit employees will begin no earlier than 30 calendar days after implementation of this agreement. The notice to bargaining unit employees will state that re-entry will occur on March 30, 2022. The Agency will send employees a subsequent notice if re-entry is postponed beyond that date for any reason.
2. The parties agree to engage in component-council meetings over component-level reentry, WSP 2.0, and evaluation period issues as follows:
  - a. These meetings will begin immediately upon implementation for the purpose of expeditiously resolving issues related to re-entry, but no later than February 1, 2022. At least three meetings will be held on a mutually agreed upon schedule for at least 2 hours per meeting. These meetings should be completed by March 1, 2022. Within seven (7) workdays from the conclusion of the re-entry meetings, the council may submit a bargaining request on unresolved issues. If a duty to bargain exists, the parties will bargain consistent with Article 4, Section 3 and to the extent required by 5 U.S.C. 71. After re-entry, the parties will hold no less than 4 meetings during the evaluation period. Upon mutual agreement, the number of meetings may be reduced or increased. The Agency and Union agree to meet via technology at the following levels:
    - i. Council 220
    - ii. Council 215
    - iii. Council 109
    - iv. Council 224
    - v. Local 1923 and
    - vi. Local 2809.
  - b. The Agency and Union may each send up to four representatives to the meetings described above. Union representatives may use official time to attend the meetings, in accordance with Article 30 of the current SSA-AFGE National Agreement. Participants in these meetings must have decision-making authority.

- c. The purpose of these meetings shall be to discuss component level issues and interests arising from reentry, including safety concerns, WSP 2.0 and the evaluation period that are not addressed in this MOU.
3. The parties recognize that once reentry commences, issues may arise that are not addressed in this MOU. Management will provide the Union with notice and bargain where applicable with Article 4 of the SSA-AFGE National Agreement and to the extent required by 5 U.S.C. 71.
4. Once finalized, agreements resulting from separate negotiations over the Workplace Safety Plan provided to AFGE on March 15, 2021 and updated cleaning procedures provided to AFGE on August 9, 2021 will remain in effect to the extent terms are consistent with the Reentry Plan, Workplace Safety Plan 2.0, the 2019 SSA-AFGE National Agreement, and not inconsistent with this MOU.
5. Local management will complete the Telework Request and Agreement process before requiring employees to re-enter their official duty station. The agency will inform employees about telework sign-up as soon as possible to facilitate their ability to plan.
6. For the duration of this MOU: Employees with children in remote learning due to a verified COVID-related school or child/dependent care closure may request and normally be approved for episodic telework in accordance with Article 41. Employees with a documented inability to enroll children in in-person learning may request and normally be approved for a Temporary Compassionate Assignment as an expansion of Article 27, Section 10 (herein "TCA"), no longer than the current (2021-2022) school year. Employees with dependent family members located in their household deemed 'high risk for COVID' by a medical provider may request, and normally be approved for, a TCA. At the end of this MOU, these expansions under TCA will no longer be available. For the purposes of this MOU, TCA means assignment to the employee's alternate duty station.
7. Within 60 days from implementation of this agreement, the parties will meet to bargain over increasing transit and parking subsidies following the evaluation period, for the purpose of easing commuting costs on employees returning to offices and to better attract and retain employees. For the duration of the MOU, the Agency will reimburse employees (with duty stations outside of the National Capital Region) under Article 13, Section 6 and Sidebar, for allowable transportation expenses in accordance with government wide rules and regulations up to \$110 per month.
8. The parties agree to the following, consistent with the parties' experience with evacuation telework:
  - a. If telework eligible, Union representatives will be allowed to use official time at their alternate duty stations notwithstanding Article 30, Section 4.A. All other provisions of Article 30 remain in effect, except as modified by the official time sidebar dated November 2, 2021. This MOU does not add any official time.
  - b. Normally, there will be no core days for telework.
  - c. Employees in an eligible position will be eligible for telework if they have completed appropriate agency telework training, sign and abide by a telework program request and agreement, use approved appropriate technology, there is sufficient available portable work to perform, and are

not excluded from participation by law, or by government-wide rule or regulation. Provisions related to ineligibility or termination due to issues such as discipline other than adverse actions covered by Article 23, Section 7, probationary or trainee status, where their training can be successfully completed remotely, sick leave restriction or counseling, etc. will not apply, except where required by law.

- d. If the employee does not maintain any hard copy official records and/or hard copy official information at the ADS, the employee is not required to have a locked file cabinet.
  - e. Normally, Management will not inspect the ADS to ensure conformity with the conditions set forth in the Telework Agreement.
  - f. Portable work and non-portable work shall be defined using the definitions in the Portable Work MOU. Both portable work and non-portable work will be performed in the official duty station (ODS).
  - g. On non-duty time, union members may solicit employees for union membership using the Agency email system notwithstanding Article 11, Section 6.A.5. All other provisions of Article 11, Section 6 remain in effect.
9. For the duration of this MOU, all AFGE employees, contractors, visitors, and members of the public to SSA facilities will be required to wear masks, regardless of their asserted vaccination status except where prohibited by law.
10. Consistent with management's duty to maintain a safe and healthy work environment per Article 9, the Agency will supervise lobbies, waiting rooms, and other points of entry to SSA facilities for compliance with screening and mask policies in real time. Management will take immediate action to address visitors who are not in compliance, including directing them to leave the facility if they refuse to comply.
11. If an employee needs office equipment while working in the office (e.g., headset, monitor, docking station, etc.), the employee will be responsible for returning it to the office. If an employee will be primarily teleworking (e.g., a majority of the work week/pay period), it may not be necessary for them to return certain equipment to the office. Employees who were provided with agency office equipment during the evacuation period as a reasonable accommodation will be allowed to keep that equipment at the alternate duty station if they continue to telework. Employees who will not telework during the reentry will be given reasonable duty time to return agency office equipment to the official duty station.
12. The Agency recognizes that employees may need accommodation during and after the re-entry process. The Agency will expedite processing of reasonable accommodation (RA) requests related to re-entry and WSP 2.0 (including new telework schedules). The RA process will not be curtailed at any step (e.g., interactive process), nor will RA requests be denied, to meet arbitrary deadlines or reentry dates. Employees with pending RA requests related to re-entry and WSP 2.0 (including new telework schedules) will not be required to return to the official duty station until the request is resolved, unless the RA request(s) would cause undue hardship on the Agency as defined in 29 C.F.R. 1614.203, and no interim alternative accommodation can be found.

13. Employees will not normally be disciplined for issues related to self-screening, as many COVID symptoms are common to other conditions, such as allergies, the common cold, etc. Normally, if management directs an employee to leave the office or not to report to the office, the employee will take personal leave (if too ill to work), be granted episodic telework (if the employee is able to work and portable work is available) or be granted weather and safety leave until such time as the employee is symptom-free or COVID has been ruled out by the employee's medical provider. If an employee indicates symptoms and is unable to work at the official duty station for more than four working days, administratively acceptable medical documentation may be required.
14. During the evaluation period, employees will normally be granted a grace period of up to a total of 15 minutes per day when entering an SSA installation due to delays caused by safety protocols (e.g., limits on numbers of persons on elevators). This applies to signing on at the start of the workday, or returning from a rest break, meal break, or period of leave. These requests should be infrequent in nature.
15. Management may excuse rare occurrences of tardiness of less than one hour related to the employee's adjustment to commuting, in accordance with Article 31.
16. Employees who are not scheduled to report twice per pay period, will not have their locality pay adjustments affected if their alternate duty station is in the same locality pay area as their official duty station. If such employees have their alternate duty station in a different locality pay area than the official duty station, the Agency may need to effectuate a personnel action to revise the employee's locality pay area to that of the alternate duty station, which may change the employee's locality pay adjustment. Management will inform and assist employees timely, so that employees can make a fully informed decision regarding the number of days they will telework prior to re-entry. The Agency will normally waive any salary overpayments that may result from management errors made in this process (e.g., situations in which employees rely upon information provided and actions taken by management, in which the employee had no reasonable basis to know about the error).
17. Prior to re-entry at any installation, local management will conduct a staff meeting for all employees to go over the re-entry process, telework requirements and agreements, the contents of the Workplace Safety Plan, and other related matters. The local union representative will be invited to be present and participate in the meeting.
18. Prior to re-entry, local management will conduct a semiannual health and safety inspection, if one had not been done within the six months prior to re-entry, in accordance with Article 9 and AIMS. If the Agency intends to change any relevant provision of the AIMS during the life of this MOU, it will notify the General Committee Spokesperson of any change(s) in advance, and, if necessary, provide notice and bargain to the extent required by Article 4 and 5 U.S.C. 71.
19. As soon as possible after re-entry, local management will conduct fire drills and other safety exercises relevant to reoccupancy of an installation.

20. Nothing in this MOU waives any statutory or contractual rights of the Union, employees, or the Agency.

Executed: January 19, 2022

FOR THE UNION

**RICHARD F. COUTURE** Digitally signed by RICHARD F. COUTURE  
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Richard F. Couture  
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AFGE Council 109

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FOR THE AGENCY

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**Letter of Intent**

This Letter of Intent is related to the MOU agreed to by both parties regarding the Agency’s November 05, 2021 Notice to the Union about the Social Security Administration’s (“SSA” or “Agency”) plan for a safe increased return of employees to physical workplaces (“Reentry Plan”) and updated Workplace Safety Plan (“WSP 2.0”).

Between March 1 to March 30, 2022, management will be available to meet with local union representatives upon request with submission of proposed discussion topics. Meetings will be informal in nature and will be scheduled at a mutually agreed upon time via technology. The meetings will not be for the purpose of renegotiating any matter agreed upon or resolved through the component-council process in paragraph 2 of the MOU, and be consistent with the MOU. If a duty to bargain arises, the Agency will provide notice and an opportunity to bargain, consistent with Article 4 and to the extent required by 5 U.S.C. 71.

This LOI does not relieve the Agency of its duty to provide notice and bargain when there is a duty to bargain as required by 5 U.S.C. 71, nor does it create a duty to bargain that does not otherwise exist.

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