

IN THE MATTER OF GRIEVANCES BETWEEN

American Federation of Government Employees (AFGE),)	Grievance Nos:
)	
Union,)	GC-UMG-15-01
)	GC-UMG-16-04
and)	GC-UMG-17-01
)	GC-UMG-17-02 (as amended)
Social Security Administration,)	GC-UMG-18-05
)	GC-UMG-19-05
Agency.)	GC-UMG dated March 23, 2020
)	GC-UMG dated June 21, 2021

SETTLEMENT AGREEMENT

The Social Security Administration (SSA or Agency) and the American Federation of Government Employees (Union or AFGE) (Grievant) (collectively, the Parties), enter into this settlement agreement (Settlement Agreement) to resolve the disputed issues raised in the above-captioned grievances filed against the Agency by the Union (collectively, the Grievances).

I. DEFINITIONS

- Grievances:** The Grievances are the grievances filed by AFGE each calendar year from 2015 through 2021 that grieved the Agency’s implementation of its Performance Appraisal and Communication System (PACS) for the previous fiscal year. The Grievances allege that PACS results in disparate treatment of or disparate impact on unspecified minority and/or disabled bargaining unit employees. The Grievances are dated: February 11, 2015; February 11, 2016; April 24, 2017 (amended January 31, 2018); June 27, 2018; October 9, 2019; March 23, 2020; and June 21, 2021.
- Effective Date:** The Effective Date of this Settlement Agreement is the last date on which all Parties have signed this Settlement Agreement.

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3. **2019 National Agreement:** The 2019 SSA-AFGE National Agreement between the Parties, which became effective October 27, 2019.

II. RELIEF

In consideration of the obligations contained herein, the Parties stipulate and agree as follows:

1. By signing this Settlement Agreement, the Union withdraws with prejudice the Grievances in their entirety.
2. The Union agrees that, by signing this Settlement Agreement, the Union forgoes, withdraws, and dismisses with prejudice any and all complaints, claims, demands, grievances, or administrative or judicial actions in any forum, tribunal, court, arbitration, or legislative body that the Union has filed or could have pursued that are related to or arise out of the Grievances or any of the claims, incidents, or events described in the Grievances, up to and including the effective date of this Settlement Agreement.
3. The Union further agrees that, by signing this Settlement Agreement, with respect to the unnumbered grievances dated July 21, 2022; July 21, 2023; and September 6, 2024, that raise the same allegations as the Grievances for fiscal years 2021, 2022, and 2023:
 - a. Any and all agreements or promises of the Parties to hold these grievances in abeyance are terminated;
 - b. The Parties will process these grievances pursuant to Articles 24 and 25 of the 2019 National Agreement;
 - c. The Agency will make good faith efforts to respond to any outstanding information requests filed by the Union pursuant to 5 U.S.C. § 7114(b)(4) in relation to these grievances within 120 business days of the Effective Date of this

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Settlement Agreement. If the Agency cannot respond within 120 business days of the Effective Date of this Settlement Agreement, notice will be provided to the Union's then-current SSA General Committee Spokesperson (currently Richard Couture) or designee.

4. The Union represents and agrees that no other complaints, grievances, or administrative or judicial actions with respect to the Grievances or claims, events, and incidents described in the Grievances currently are pending or will be filed with, or submitted to, any administrative agency, arbitrator, court, forum, tribunal, or legislative body, including those against the Agency or any officer or employee thereof, at any time up to and including the effective date of this Settlement Agreement.
5. In consideration of the Union's withdrawal of the Grievances, the Agency agrees, upon execution of this Settlement Agreement, to implement a Memorandum of Understanding entitled, "Telework Eligibility, Participation Levels, and Episodic Situations" (MOU) that amends Article 41, Sections 2.J., 3, 5.B.2., 5.C., and 6.C. of the 2019 National Agreement. This MOU is attached to this Settlement Agreement as Exhibit A and is fully incorporated into this Settlement Agreement.
6. The amendments to Article 41 set forth in the MOU will remain in effect up to and will expire on the expiration date of the 2019 National Agreement.
7. No Party admits to any wrongdoing, fault, or liability of any kind regarding the allegations contained in the Grievances. Specifically, but without limitation, the Agency does not admit that it violated any contract, CBA, or federal, state, or local statutes, regulations, rules, laws, or guidelines or committed any unfair labor practice as alleged in the Grievances.

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8. The Parties agree that nothing in this Settlement Agreement will be considered a waiver of any Party's rights as defined by law or the collective bargaining agreement between SSA and AFGE, except as expressly waived in the paragraphs above.
9. The Agency and the Union will respectively bear their own costs, expenses, fees (including attorney fees, if any), and other expenditures incurred in bringing or defending against the Grievances.
10. Nothing in this Settlement Agreement shall prevent the disclosure of any terms or conditions of this Settlement Agreement, or the allegations set forth in the Grievances, or any other information necessary to enforce this Settlement Agreement, as required by law, in a court, or in an administrative body with appropriate jurisdiction.
11. This Settlement Agreement constitutes the complete understanding between the Parties in this matter. The Parties agree that the terms of this Settlement Agreement constitute a full and complete satisfaction and settlement of all claims which the Union may have against the Agency, its officers, agents, or employees arising out of the Grievances. The Union hereby for itself, its successors, and its assignees, releases the Agency, its employees, officers, or agents in their official or individual capacities from any claims or liabilities related to the Grievances up to and including the effective date of this Settlement Agreement. No other promises or agreements related to this agreement will be binding unless this agreement is amended in writing and signed by both Parties.
12. This Settlement Agreement may be amended only in writing and any such amendment must be signed by the Parties signing this Settlement Agreement, or by their representatives.

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13. All parties have entered this Settlement Agreement voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing this Settlement Agreement voluntarily and freely, without coercion, having had the opportunity to read it and raise questions about its meaning prior to signing.
14. This Settlement Agreement shall be effective as of the date on which the last of the Parties signs this Settlement Agreement. This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement. Signatures in PDF form, electronic signatures, or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.
15. If either the Agency or the Union believes that the other is in breach of this Settlement Agreement, it will notify the other by electronic mail of the alleged breach. If the Union alleges a breach of the Settlement Agreement, the Union must send its notification to the official SSA e-mail address of the Associate Commissioner of the Office of Labor-Management and Employee Relations. If the Agency alleges a breach of the Settlement Agreement, it will send its notification to the designated union e-mail address of the Union's then-current SSA General Committee Spokesperson (currently Richard Couture) or designee. The Party receiving such notification shall have 30 days from the date of receipt of the notification to attempt to resolve the alleged breach before the Party alleging breach may file any grievance or administrative or judicial action. If the Party alleging breach is dissatisfied with the response from the other Party, then the Party alleging breach may take necessary action to enforce the Settlement Agreement as provided by law.

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16. The Union agrees not to use this Settlement Agreement in any arbitration, or administrative or judicial proceeding as evidence of a contract violation, discrimination, retaliation or any other prohibited personnel practice by the Agency or any component thereof, with the exception of any action claiming a breach of this Settlement Agreement. The Parties agree that this provision is a material term of this Settlement Agreement.
17. The terms of this Settlement Agreement will not establish any precedent, nor will this Settlement Agreement be used as a basis by the Union to seek or justify similar terms in any pending or subsequent matter.
18. This Settlement Agreement contains 17 numbered paragraphs, excluding this paragraph, and is seven pages in length, including the signature pages.

FOR THE UNION:

RICHARD F.
COUTURE

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COUTURE
Date: 2024.11.27 16:13:04 -05'00'

Rich Couture
President, AFGE Council 215
AFGE SSA General Committee Spokesperson

Date:  11/27/24

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FOR THE SOCIAL SECURITY ADMINISTRATION:


Martin O'Malley
Commissioner
Social Security Administration

Date: 11/27/24

Initials: RFC
Union


Agency

MEMORANDUM OF UNDERSTANDING

Telework Eligibility, Participation Levels, and Episodic Situations

This Memorandum of Understanding (“MOU”) is made by and between the American Federation of Government Employees SSA General Committee (“Union” or “AFGE”) and the Social Security Administration (“SSA” or “Agency”), jointly the “Parties,” regarding telework eligibility, participation levels and episodic situations. This MOU will modify the terms of Article 41 of the 2019 SSA-AFGE National Agreement.

The Parties recognize that given the effectiveness and productivity gains of our current balance of onsite work and telework days across the various components, the Parties agree to memorialize the Agency’s current telework practices through the following modifications to Article 41 of the 2019 SSA-AFGE National Agreement.

1. The parties agree to modify the introductory language in Article 41, Section 3 as follows:

~~Each Deputy Commissioner will determine the number of scheduled telework days, if any, eligible positions, and percentage of employees permitted to telework.~~

~~In accordance with applicable law, each Deputy Commissioner will also determine whether teleworkers are eligible to work the following:~~

Each Deputy Commissioner will adhere to the current number of telework days, eligible positions, and percentage of employees permitted to telework as of the date of this agreement until October 25, 2029.

Additionally, as of the date of this agreement until October 25, 2029, each Deputy Commissioner will adhere to current component policies on:

2. The parties agree to modify the language in Article 41, Section 5C as follows:

~~The parties recognize that Agency assigned functions, the nature of work to be performed and the types of positions can vary significantly from office to office. Management has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee(s), office, component, or agency-wide due to operational needs. Management also has sole discretion to change, reduce, suspend, or eliminate approved telework day(s) for any employee due to the employee’s performance.~~

The parties recognize that Agency assigned functions, the nature of work to be performed and the types of positions can vary significantly from office to office. Management has sole discretion to temporarily change, reduce, or suspend approved telework day(s) for any employee(s), office, component, or agency-wide due to operational needs. Management also has sole discretion to change, reduce, or

suspend approved telework day(s) for any employee due to the employee's performance.

3. The parties agree to modify the language in Article 41, Section 2.J as follows:

~~Episodic—Employee may request to work on a temporary project on a case-by-case basis. The request is subject to management approval. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency, and limited in duration.~~

Episodic - Employees may request to telework on a temporary basis for projects, or on routine workloads if due to personal circumstances, on a case-by-case basis. The request is subject to management approval. Assuming all eligibility criteria are met, denials will only be for bona fide operational needs. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency or due to the personal circumstances of the requesting employee, and limited in duration. Management will provide the employee with a specific reason for any denied request in writing.

4. The parties agree to modify the language in Article 41, Section 5.B.2 as follows:

~~Employees may request at any time to participate in episodic telework to work on a specific project. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the project, employees may be approved to work episodic telework up to five days per week at the ADS.~~

Employees may request at any time to participate in episodic telework as described in Section 2. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the specific reasons for the denial on the telework request form. Depending on the nature of the assignment and employees' personal circumstances, employees may be approved to work episodic telework up to five days per week at the ADS.

5. The parties agree to modify the language in Article 41, Section 6.C as follows:

~~Employees may only split a telework day between the ADS and the ODS at the direction of management.~~

Employees may split a workday between the ADS and the ODS with the approval or at the direction of management. Upon request, management will explain to employees the basis for denying their request(s) to split a workday.

6. The parties agree to strike the Article 41, Section 11.
7. The remainder of Article 41 is unaltered.
8. This MOU will be effective upon completion of agency head review as set forth in 5 U.S.C. § 7114(c).

FOR THE UNION

**RICHARD F.
COUTURE**

Digitally signed by
RICHARD F. COUTURE
Date: 2024.11.27 16:13:51
-05'00'

Rich Couture

FOR THE AGENCY



Martin O'Malley

11/27/24