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**Article 20**

**Child and Elder Care**

**Section 1. Policy and Purpose**

This article addresses the child care/**elder care** needs of SSA employees. The parties recognize that working parents/personal primary caregivers may have special child care needs during working hours. The parties recognize the need for such parents/**caregivers** to secure appropriate child care/**elder care** arrangements. SSA, hereafter referred to as the Agency, will continue its efforts to secure adequate funding in order to support and foster child care/**elder 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 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.

24 It is the Agency's intention to utilize available funds nationwide to foster local  
25 solutions to child care needs. These may include construction of onsite facilities  
26 or near-site facilities, participation in shared facilities with other federal Agencies,  
27 establishment of mini-centers or other child care services. The Agency will  
28 continue to work with GSA to establish child care services.

29

30 In accordance with P.L. 101-509 of the 1991 GSA Appropriations Act, the  
31 Agency agrees to pay legally permissible expenses for training, conferences or  
32 other meetings in connection with the provision of child care services for Agency  
33 employees who have oversight responsibilities for the operation of child care  
34 facilities; e.g., members of local child care committees, board of directors, etc., if  
35 the Agency determines such training, etc., is relevant and necessary.

36

37 The head of each installation or the appropriate designee will provide inquiring  
38 employees with current listings of the qualified, licensed child care centers in the  
39 immediate area. Recognizing that a broad range of child care needs exists, in  
40 compiling such listings, Management will request specific information; e.g., age  
41 groups served, types of program offered, and special needs programs.

42

43 **The Agency shall continue to provide and maintain a child care facility,**  
44 **including space, office equipment, playground equipment, supplies,**  
45 **telephones, and maintenance services capable of serving a maximum of**  
46 **300 children. This facility will be located conveniently for employees at**

47 **headquarters. All such equipment and services shall be maintained for the**  
48 **duration of this Agreement. The space and services, as defined by law,**  
49 **will be provided without charge to the selected Child Care Provider.**

50

51 **The Agency and the Union will together seek parties to serve as a Child**  
52 **Care Provider in accordance with law. Once the Agency selects a Child**  
53 **Care Provider, the Agency will provide and maintain a child care facility,**  
54 **including space, office equipment, playground equipment, supplies,**  
55 **telephones, and maintenance services capable of serving a maximum of**  
56 **300 children. This facility will be located conveniently for employees. All**  
57 **such equipment and services shall be maintained for the duration of this**  
58 **Agreement. The space and services, as defined by law, will be provided**  
59 **without charge to the Child Care Provider.**

60

61

### 62 **Section 3. National Child Care Committee**

63

64 The National SSA/AFGE Child Care Committee will be comprised of one  
65 representative from each national component of AFGE and an appropriate  
66 number of management members. The Committee will meet for one week (or  
67 longer by mutual agreement) at least annually (or more often by mutual  
68 agreement). These meetings will take place at a mutually agreeable location.

69

70 The major purpose of the Committee will be to monitor all child care activities and  
71 provide recommendations to the Agency on child care options/solutions for SSA  
72 offices such as construction, consortium, resource/referral activities, educational  
73 programs, emergency drop-in child care (occasional care), sick child care, school  
74 age program, etc. The Committee will gather, analyze and share information on  
75 child care activities with the local child care committees. This information may  
76 include, but is not limited to, the status of current activities, availability of funds,  
77 and results of surveys and/or feasibility studies. The Committee will also  
78 research the availability of grant monies and other fund raising alternatives, etc.  
79 In addition, the Committee will provide guidance to local child care committees.

80

81 Based on a consensus, Committee recommendations will be forwarded to the  
82 Deputy Commissioner for Human Resources for a decision. At the same time, a  
83 copy of the recommendations will be forwarded to the Spokesperson, AFGE/SSA  
84 General Committee. **Nothing prevents either party from sending their own**  
85 **recommendations to the Agency.** Agency decisions, including rationale, will  
86 be forwarded to the Committee within a reasonable timeframe, not to exceed 90  
87 days.

88

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

91

92 ~~Union representatives on the Committee will be authorized official time in~~  
93 ~~accordance with Article 30.~~ SSA will pay travel and per diem expenses for the  
94 six Union representatives' participation at Committee meetings.

95

96 The Agency will ~~consider sending~~ **send at least three Union appointed**  
97 **members** ~~some members~~ of the National Child Care Committee to the annually  
98 sponsored GSA Child Care conference. The Agency will pay travel and per diem  
99 for any union representative approved to attend the conference. ~~Official time will~~  
100 ~~be handled in accordance with Article 30.~~

101

102

#### 103 **Section 4. Local Child Care Committees**

104

105 When a site for an ~~SSA~~ Child Care Center **available for SSA employee use** is  
106 selected, the parties will establish a local committee comprised of one  
107 management representative, one Union representative, parents and other parties  
108 as appropriate. The Agency will have subject matter experts available to meet  
109 with the Committee on an as needed basis. The Committee will guide  
110 development of the local child care program, including development of marketing  
111 strategies, operating procedures, and admission priorities. If SSA participates in  
112 a GSA sponsored child care committee, SSA will consider a union nominee to be  
113 a SSA representative on the committee.

114

115 The local Committee will forward copies of information concerning these issues  
116 to the National Child Care Committee. The local Committee will have the  
117 opportunity to review and make recommendations which will be considered in the  
118 design of the facility. The Committee will participate in the selection of the child  
119 care provider. Any unresolved issues shall be referred to the National Child Care  
120 Committee. Once the center becomes operational, ~~the Committee will be~~  
121 ~~replaced by a Board of Directors which the Committee will assist in establishing.~~  
122 **¶ the Local Committee will continue to perform as many of the applicable**  
123 **activities listed above for the National Child Care Committee but will only**  
124 **perform those activities at the local level. The** Union will designate one  
125 representative to serve on the Board of Directors. Any unresolved issues shall  
126 be referred to the National Child Care Committee for appropriate action. ~~Union~~  
127 ~~representatives on the Committee will be authorized official time in accordance~~  
128 ~~with Article 30. Non-Union~~ Committee members will be allowed necessary  
129 administrative time, consistent with the needs of the Agency, to participate in  
130 Committee activities.

131

132

### 133 **Section 5. Employee Needs**

134

135 The Agency agrees to grant emergency annual leave requests and to consider  
136 emergency requests for leave **or leave** without pay brought about by unexpected  
137 changes in child care arrangements contingent upon operational **exigency**.

138 ~~emergency unless management determines that the employee's request is not~~  
139 ~~an emergency and that the presence of the employee is necessary to meet~~  
140 ~~current and immediate work requirements.~~

141

142 **In situations where the child care provider is sick or closed and the**  
143 **employee needs to take annual, sick, LWOP, FLMA, etc to pick up children**  
144 **or care of children, the leave requested will be granted.**

145

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

148

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

151

## 152 **Section 6. Facilities**

153

154 In accordance with 40 U.S.C. 490(b), the Agency will provide space, equipment,  
155 furnishings and other services that the Agency determines necessary to support  
156 the operation of each SSA child care facility.

157

158 **When a Child Care Center is located within the commute area of a Federal**  
159 **facility containing an SSA office, SSA will participate in the Child Care**  
160 **Center.**

161

162 **The Agency will poll employees annually to determine areas where**  
163 **employees indicate the need for child care and there are at least 25**  
164 **children to be placed in a child care facility. In such cases, whether in one**  
165 **facility or in multiple facilities in a metro area, the Agency will make every**  
166 **effort to locate lower cost child care.**

167

168 **Section 7. Miscellaneous**

169

170 The parties agree that this Article will not delay or impact on any pending child  
171 care initiatives. The Union will be kept informed of the child care initiatives.

172

173 **Section 8. Lactation Support Program**

174

175 **The Lactation Support Program provides facilities for new mothers to**  
176 **express milk while at work to take home to their infants.**

177

178 **The Lactation Support Program enables new mothers to return to work**  
179 **while continuing to breast feed their infants.**

180

181 **Employees who are offered lactation support:**

182 **1. Return to work faster after childbirth**

- 183       **2. Have a higher percentage reduction in lost work time due to less**  
184       **infant illness.**
- 185       **3. Experience greater job satisfaction.**
- 186       **4. Demonstrate increased productivity and loyalty.**

187

188       **The elements of the Lactation Support Program will be:**

- 189       **a. Adequate facilities equipped with private, clean lactation space.**
- 190       **b. Time to participate in the program. Supervisors will be flexible with**  
191       **the times taken for lactation.**
- 192       **c. Education and access to professional lactation counseling. The**  
193       **Office of the Medical Director will provide Lactation Support Program**  
194       **guidelines and program oversight, education, additional support and**  
195       **resources for new mothers.**

196

197       **If a Lactation Support Program is not located in an SSA facility, employees**  
198       **may contact the SSA Nurse Consultant for assistance.**

199

200       **Section 9. Child Care Subsidy**

201

202       **The Agency will provide child care subsidy to all eligible employees. Each**  
203       **eligible employee will be entitled to the maximum subsidy allowed by Law.**  
204       **SSA will participate in any child care centers which are located in multi-**  
205       **tenant facilities which contain SSA employees. SSA will use all reasonable**

206 **efforts to secure Agency participation in child care facilities located in**  
207 **Federal facilities within the commuting area of any SSA office.**

208

209 **Section 10. Take Your Child To Work Day**

210

211 **In April of each year, the Agency will sponsor Take Your Child to Work Day.**

212 **Management will plan activities in which the children may participate.**

213

214 **Section 11. Elder Care**

215

216 **The Agency will provide employees with elder care resources guides to**  
217 **help employees and caregivers with elder care dependent care needs**  
218 **services and providers located in the areas of the Agency's facilities. This**  
219 **information should promote the awareness and importance of elder care**  
220 **and aging services and programs by providing referral information on**  
221 **topics such as: care giving management, community resources, Federal**  
222 **and national organizations, financial assistance and mortgage services,**  
223 **health and wellness services, home assistance and modification, insurance,**  
224 **legal matters, living options and publications.**

225

226 **The Agency will continue to develop the Elder Care Program through the**  
227 **Career/Life Resource Center, publicize the mailing list and extend its**  
228 **services to employees outside of Headquarters, as much as possible.**

229

230 **The Agency agrees to grant emergency annual leave requests and to**  
231 **consider emergency requests for leave without pay brought about by**  
232 **unexpected changes in elder care arrangements, contingent upon**  
233 **operational exigency.**

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