

September 22, 2011

Joseph Schimansky, Executive Director
Federal Service Impasses Panel
1400 K Street, NW, Suite 200
Washington, DC 20424-0001

RE: American Federation of Government
Employees, AFL-CIO and Social Security
Administration

Case No. 11 FSIP ____

Dear Mr. Schimansky:

This is to request the assistance of the Panel in a collective bargaining impasse between the above parties. Negotiations began December 1, 2009 and are essentially stalled with no expectation of closure without the Panel's assistance. That is the case even though the parties have had extensive assistance from the Federal Mediation and Conciliation Service, have met regularly for almost two years, and have had before them the subjects in the most recent National Agreement and proposed new Articles, plus numerous midterm impasse issues which the Panel referred to the National Agreement negotiations. Substantial progress is fundamentally lacking, with only 13 Articles having been signed off (Appendix #1), even though the parties have been in negotiations for 20 sessions (40 weeks) totaling 160 days. Therefore, the parties are impasse on the remaining 43+ Articles (Position and Articles In Dispute).

The mediator who has been working with the parties is: Commissioner Gary Eder, FMCS Baltimore Field Office, 7240 Parkway Drive, Suite 450, Hanover, MD 21076, telephone 410 712-4031 (office) and 443 623-1829 (mobile), geder@fmcs.gov. The parties have been under his jurisdiction during the most recent 8 sessions (16 weeks), and he is fully aware of the chronic lack of progress in process and results coming out of the negotiations.

The Chief Negotiator for the Agency is: Kenneth Powell, Deputy Regional Commissioner, c/o OLMER, 2170 Annex Building, 6401 Security Boulevard, Baltimore, MD 21235, telephone 410 965-4741, Kenneth.Powell@ssa.gov).

The Chief Negotiator for AFGE is: WitoldSkwierczynski, c/o AFGE Council 220, P.O. Box 47638, Baltimore, MD 20144, telephone 410 965-8863, witold1@attglobal.net.

The most recent National Agreement was implemented in 2005 and expired in August 2009. It covers approximately 50,000 bargaining unit members.

In the Union's Statement of Position for each disputed Article, we have identified and summarized some major issues that are in dispute. There are additional issues in the Articles; however, effectively addressing them without the Panel's assistance is a problem because of the general failure of the process thus far.

An issue that recurs in several Articles involves the Union's designation of its representatives, including but not limited to those who are not current SSA employees. The Union is proposing that it be able to designate such individuals as it determines to be appropriate, subject to the same security procedures as apply to SSA employees. Articles which are affected by this issue will likely include Article 3 (Employee Rights), Articles 4 and 5, dealing with midterm bargaining, Article 11 (Facilities and Communications), and Article 30 (Official Time). This is fundamentally an issue of access to employees, which is the functional definition of a union representative; the Agency is attempting to interfere with that right.

For the foregoing reasons, AFGE requests that the Panel assert jurisdiction over the impasse and direct the parties to a concentrated period of mediation by FMCS; at the end of that phase, we further request that the Panel direct the parties to a mediated factfinding process in which the Panel assists the parties to resolve any remaining issues.

Sincerely,

WitoldSkwierczynski
Chief Negotiator

cc: John Gage, President
American Federation of Government Employees, AFL-CIO

Statement of Service

I certify that a true copy of the attached Request for Assistance, with attachments, was served on September 22, 2011 in the manner shown to the following:

By Hand/Personal Service:

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Key to Proposal Formatting

During the negotiations, the parties used the following format to track changes in proposals:

Struck through language = language that is NOT in the current proposal.

Bolded language= changed language from a prior proposal. Note: New Articles are also in bold; these are Union Articles numbered 41 and above.

Bolded and underlined language (or shading, which appears in a few Articles) = new language from the current proposal.

Regular font language = language from the 2005 NA that the Union proposes to keep in the next NA.

Statement of Position

Article 1, Governing Laws and Existing Conditions of Employment

The issue in this Article is continuation of past practices and MOUs. These existing or recently followed workplace rules have been negotiated or established previously, for hundreds of facilities, are known and followed by employees throughout SSA, and promote stability in conditions of employment and labor-management relations. Therefore, they should continue in effect rather than be reinvented through protracted litigation and renegotiations.

Statement of Position Article 3, Employee Rights

Some of the major issues in dispute include: the definition of a Union representative, including the right to designate non-SSA employees as Union representatives; the Agency bullying policy; the Agency desk search policy; the Agency's retirement planning policy; timeliness of the use of information placed in employee files in disciplinary and adverse actions; employee participation in Agency programs and events; Agency whistleblowers policy; the methodology of maintaining information on bargaining unit employees in Agency files, and the access and use of those files; the Agency's memory jogger policy; timeliness of bargaining unit employee access to Union representation; the method by which the Agency informs employees of their Weingarten rights; the manner by which the Agency informs the Union of formal discussion; the methodology of performing electronic formal discussions; informing employees who are interviewed for potential criminal misconduct of their Miranda rights; procedure for obtaining approval and contesting rejections of requests for outside employment; procedures for collection of employee debts; security of personal property and tort claim procedures; requirements for the Agency to provide amenities in employee break areas; procedures used for employer surveys of bargaining unit employees; and procedures used for new employee orientation. All these protections and benefits are necessary for providing employees with a fair and livable workplace relationship with their employer.

Statement of Position
Article 4, Negotiations During the Term of the Agreement
On Management Initiated Changes

This Article also involves the Union's ability will have the opportunity to bargain concerning midterm changes under Prong 1 of the "covered by" test. This is a standard that is disputed in numerous Articles in this impasse. This has harmed employees because in subjects such as Internal Vacancy announcement procedures, changes were made but bargaining was precluded under Prong 2.

A related issue is whether and how the Agency will notify the Union of changes it proposes; and related procedures and ground rules for consultation and/or negotiations.

A major issue in this Article is the scope of changes to conditions of employment that may be initiated by the Agency. Under the proposal, the Agency can address changes during the term of the contract that are on the same general subject as are already in the National Agreement, so long as they are consistent with that Agreement.

In addition, under Section 1.f., the proposal sets forth a workable delegation of bargaining under this Article that is administratively possible and efficient. That is, bargaining should continue to occur at the levels of each party's organization where the change will be effective.

Lastly, the mode of bargaining should continue to be face-to-face, absent mutual agreement to use a different mode. This is historically proven to work, and has a track record for the parties that includes the mode, number of negotiators, location, space and equipment to use to negotiate, caucus room, and duration of negotiations.

Although not insisting on 7106(b)(1) language, the Union would be interested in an agreement with the Agency on some method of dealing with subjects that are permissive for the Agency under the Statute.

Statement of Position
Article 5, Union Initiated Midterm Bargaining

An issue in this Article is the Union's right to initiate changes to conditions of employment without limitations on frequency. Currently, the NA limits the number of times the Union can exercise that right in a given year. The Union proposes to no limit on the number of times it can initiate midterm bargaining, but at appropriate, specified levels. Although not insisting on 7106(b)(1) language, the Union would be interested in an agreement with the Agency on some method of dealing with subjects that are permissive for the Agency under the Statute.

The Union proposal also contains procedural ground rules for bargaining under Article 5 at local and intermediate levels. Such procedures are necessary to continue to provide consistency and avoid unnecessary conflict in negotiating and applying new ground rules. As with Article 4, the proposal also addresses the number of and payment for expenses of negotiators and the duration of negotiations that may occur under Article 5.

Statement of Position
Article 6, Dues Withholding

The Union would be prepared to roll this Article over from the 2005 NA; however, inasmuch as the Agency has proposed major rollbacks, the following are some of the major issues.

A major issue is the continuation of the existing window for ceasing dues withholding.

Another major issue in this Article is to continue the practice of allowing choice by the Locals in the bargaining unit as to whether to receive dues remittances directly, or to have them sent to the AFGE National Office. The current practice has been in effect for decades, is done via electronic funds transfer, and entails no further cost or burden for the Agency.

In addition, this Article requires the Agency to resume dues withholding upon return to the bargaining unit by an employee who was temporarily moved outside the unit. Temporary status outside the unit does not constitute a qualifying event for termination of dues upon the employee's return to the unit.

Finally, the Union proposal provides for continued withholding of dues while the eligibility of an employee's position is disputed. Dues should continue because the position should not be presumed to be outside the unit, after having been considered to be in the unit and subject to dues withholding.

The Union proposes to codify the existing practice of discretionary allotments, i.e., payment of dues by employees of the Agency who are not in the bargaining unit.

Statement of Position
Article 7, Duration of Agreement

An issue in this Article is the effective date of the NA that is the subject of this impasse.

The Union proposes a 3 year term. The term should not exceed the contract bar period, as that would unfairly prejudice renegotiations and the Union's position as the exclusive representative.

Statement of Position Article 8, Official Travel

A major issue in this Article is how to integrate into it the content (not format) of related MOUs that have been implemented over many years. The parties are not necessarily in disagreement on all/most of the Article; however, the Agency has not countered on the inclusion in it of numerous MOUs addressing the use of government travel credit cards, travel allowances for long term training assignments, relocation services contract, Federal Employee Travel Reform Act (FETRA), travel manual, relocation policies, web based travel program (which is currently the Agency's E2 program, described below), and use of cellular telephones. Attempts to address the differences, including by small sub-groups as recommended by the Mediator, have not been successful.

A major issue is providing employees with adequate, timely training on the requirements of the Agency, the Federal Travel Regulations, and the NA, that they will be required to adhere to when traveling on Agency business.

The Article also includes reimbursement for telephone calls and internet service to traveling employees; and, the frequency of paid trips home for employees who are on extended travel assignments.

E2 Solutions, which is the method by which travel authorizations and vouchers are processed via a web-based program, was referred to the NA negotiations as a ULP settlement item. Negotiations on that program were attempted but failed when the Agency decided it did not agree to use sub-groups, including the sub-group that was established to negotiate E2 Solutions. After the Agency withdrew from the sub-group approach, the Union proposed a range of procedures and employee protections for E2.

Numerous other proposals in Article 8 address assuring timely and correct receipt of advancements and compensation for official travel. Employees should not have to "front" their own money for extended periods for Agency-assigned travel.

Statement of Position Article 9, Health and Safety

The parties referred this Article to a sub-committee during midterm bargaining and the Panel referred it to the NA negotiations. However, the Agency withdrew from the sub-committee approach, so the Article is part of the impasse.

The Article is of paramount importance because it affects the welfare of 50,000 bargaining unit employees. For example, the proposal for a National Health and Safety Committee must address issues that occur in over a thousand Agency facilities nationwide.

Many of the disputed proposals in Article 9 were in National Agreements previous to the 2005 NA. Their removal has caused serious problems. For example, elimination of joint health and safety inspections has resulted in unilateral inspection reports being issued by the Agency (including a report that overlooked Legionnaire's Disease in a major installation).

The issues in this Article include: incident reporting, development of special SSA Health and Safety Standards, joint union-management inspection procedures, the number, level, and size of joint AFGE Health and Safety Committees and the frequency of their meetings, the duties and training of union Health and Safety Representatives and Committee Members, the procedures for identifying local health services needs, the Agency Communicable Disease Protection Procedures, office closing protocol for pandemic and infectious situations, installation of defibrillators at worksites, development and monitoring of abatement plans to correct identified health and safety hazards, required temperature ranges in Agency facilities, reporting procedures by employees for unsafe and unhealthy conditions, joint reopening inspections (after a facility has been closed or evacuated), use of insecticides and other chemicals at the worksite, asbestos inspection and abatement procedures, employee identification methodologies (pseudonyms), union participation in development of physical security action plans, the Agency's domestic violence and identity protection program, union participation in a joint forum/committee on security issues, market surveys of future SSA sites, space allocation standards, lease enforcement, emergency preparedness procedures, shelter-in-place procedures, Agency stress management policies, smoking policies, SSA eyeglass and eye test reimbursement program, methodology of negotiations of office moves, expansions, relocations, and renovations, Agency workplace violence program, Agency wellness program, Agency policies with regard to fugitive felons and sting operations in Agency facilities, Agency indoor air quality program, Agency ergonomics program. These

are all substantive conditions of employment and therefore should be addressed jointly rather than left to the Agency's unilateral determination.

Another issue in this Article is new language that provides the Union early notification of and involvement in office relocation, moves, expansions, and renovations, which are frequent occurrences. Without early involvement, the Union's ability to affect key conditions of employment (crime rate impact, lighting, public transportation, etc.) is compromised.

The Union is also proposing new language concerning air quality (mainly a restoration or previous NA provisions) and ergonomics. In addition, the Union is proposing procedural domestic violence protections that protect employee privacy, such as the employee's name or work location, if a protective order has been issued.

The Union also proposes that the Agency follow the directives of local government entities when there are threatening emergent conditions that make it necessary to evacuate Agency premises.

The Union also proposes that the Agency include magnetometers, x-ray machines, and bag searches in public contact facilities. Where magnetometers are in place, data show the incidence of dangerous or potentially dangerous situations become known that would not be knowable without the magnetometers. There is no justification for maintaining working conditions that are inconsistent from office to office, as is currently the case with respect to security measures for public contact employees.

Finally, the Union is proposing that dangerous incidents, such as threats of or actual or attempted violence, be consistently handled and information concerning those events be provided to the Union.

Statement of Position
Article 10, Hours of Work, Flextime,
Alternate Work Arrangements and Hours

Major issues in the body of this Article include:

- The Union proposes procedures for overtime distribution policies and scheduling of overtime.
- Rest breaks during extended tours should be equally available regardless of whether the time is overtime, credit hours, or compensatory time (regular and religious); currently, the Agency allows such breaks only when the employee is working overtime or credit hours.
- The Union is proposing changes in flextime policies, including suspension policies, flex bands, availability of 5/4/9 work schedules, the credit hours request and approval process, the number of credit hours that can be accrued, the time within which credit hours must be used, and the scheduling of credit hours.
- The Union is proposing the option to work 4/40 schedule in all facilities. Eligibility for the 4/40 schedule should depend on feasibility and not be inconsistently or arbitrarily denied from one facility to another.
- The Union is proposing changes in the 5/4/9 schedule. It is also proposing that an employee on a 5/4/9 or 4/40 schedule be permitted to work credit hours. Currently, the employee cannot work credit hours and is required to use leave when a holiday falls on a scheduled work day. Employees are thereby losing pay and flexibility in work hours.
- The Union proposes that if overtime hours are available in a work unit/facility on a weekend or holiday, credit hours also should be available; this offers the employer and the employee greater flexibility and could reduce costs for the Agency.
- The Union is proposing it be notified and provided the opportunity to bargain when the Agency changes the time and attendance system.
- This Article includes the issue of midterm bargaining under Prong 1 of the covered by test, that is, whether and when the Agency has the obligation to bargain if it changes the time and attendance system.

Appendices to this Article also include greater flexibility in work schedule options in various parts of the Agency, such as the length of the flex band, and limits on local interference with established flextime systems.

Statement of Position
Article 11, Union Use of Official Facilities and Communications

Major issues in this Article are: preservation of space, furnishings and equipment provided by the Agency to the Union; restoration of space, furnishings and equipment lost as a result of the 2005 NA, including honoring prior office space commitments; and additional space furnishings and equipment for use by the Union; access to confidential meeting space for communications between the Union and employees; use of the Agency's mail facilities; and procedures for expanded ability for the union to communicate using additional communication systems and methods that exist now or will exist within the Agency.

An institutional issue in this Article is that the provisions accrue to the Union and not the individual representative who may be using them at a particular time. The key provisions in dispute in this regard are space, equipment, and furnishings.

The Union also is proposing that it be provided the ability to retrieve Union files from Agency computers.

The Union also is proposing that it have access to files that contain personally identifiable information that relates to representational activity.

The Union is proposing it have access to analog telephone lines.

Another issue is that employees be provided copies of the National Agreement, in order to improve their ability to know their rights and obligations.

Statement of Position
Article 12, Recycling and Going Green

This Article expands the current NA language by restating objectives and mandates imposed on the Agency by external authorities, Executive Orders, and legislation. This information is needed in the NA to increase awareness and compliance with those authorities. The Article significantly expands the Agency's commitment to recycling and improving the environment, and provides that the Agency will provide bicycle racks for employees who ride bicycles to work.

In addition, income resulting from recycling benefits employees; recycling produces revenue that is channeled to child care that is available to them.

Statement of Position
Article 13, Parking and Transportation

The issues in this Article are the Union's ability to bargain over parking at individual installations; and increased transit subsidies. Parking is a substantive condition of employment over which employee input should be required, through the collective bargaining process, to address local circumstances and the allocation of spaces.

Statement of Position
Article 14, Reduction-In-Force and Transfer of Function

As indicated in the Union' Statement of Position for Article 4, the standard for bargaining over changes to conditions of employment under Prong 1 of the covered by test, is an issue in this Article. Due to the extreme impacts on employees of RIFs and TOFs, there is a need for expanded access to information concerning a proposed RIF/TOF, and for assurances that bargaining will occur that will allow the unique circumstances of a particular proposed RIF/TOF to be addressed through bargaining. These needs are increased due to the current budgetary climate that increases the possibility of a RIF.

Statement of Position
Article 15, Contracting Out Bargaining Unit Work

The Union Proposal for this Article is the same language as the 2005 NA, except that a new Section on Insourcing and Return of Work has been added. The new Section proposes the Union be briefed annually on the status of insourcing and have the ability propose opportunities for insourcing. These changes are is consistent with new Federal policy as reflected in a government-wide authority issued under President Obama's Administration.

Statement of Position
Article 16, Training and Career Development

The Union is proposing that the Agency reimburse employees who are required to maintain certain certifications/licenses in order to keep their job, for the cost and time taken to meet that requirement.

This Article also provides for limited amount of time (15 minutes) during the workday for an employee to use to keep himself/herself current on policy and other changes that affect correct performance of the employee's assigned work.

An issue in this Article is that meetings of the joint National Training Committee continue to be held face-to-face, and with the current duration.

This Article also requires access to a resource person when employees are required to undergo so-called interactive video-teleconference training. The name of the training and the needs of employees dictate the training include the ability of employees to ask post-training questions, at the least, in order to maximize their comprehension and retention of training information.

This Article also allows employees to develop their own Individual Development Plans (IDPs).

The Article also requires retaining existing agreements (MOUs) on training.

Statement of Position
Article 17, Monetary and Honorary Awards

A major issue in this Article is that the Agency delineate a budget, subject to availability of funds, for awards. The amount of the awards budget is in dispute, as is the disbursement methodology to individual Agency components. The percentage of the allocation of the awards budget to performance awards and other awards is also at issue. In addition, the issues in the Article include: the range of awards payouts to individual recipients and the restrictions on Quality Step Increase awards, the use of unspent award money, and the policies and procedures regarding honorary awards and attendance at honorary awards ceremonies. Related to that issue, is consistency in issuing awards and determining award amounts in a fair manner.

The Union proposes to include Honorary Awards in the Article; this is a new subject.

Suggestion Awards were referred by the parties, during mediation by the FMCS, to a sub-group, and not further discussed as part of Article 17. The Agency later withdrew from all sub-groups, so Suggestion Awards are part of the impasse. The Union made a new proposal on Suggestion Awards on 8-31-11; the Agency has not provided a response to that new proposal.

Statement of Position
Article 18, Equal Employment Opportunity

In this Article, the Union proposal updates technical terms and requirements that have become part of the Federal EEOC program since the 2005 NA. In addition, the Union is proposing "gender identity" be included as a protected class. The issue of gender identity is reflected in numerous Articles that contain non-discriminatory clauses.

The Union proposal is to maintain the current methodology and length of meetings of the EEO Monitoring Committee. In addition, the Union seeks restoration of EEO committees that were abolished as a result of the 2005 NA.

A major issue in dispute is that Union officials should have the ability to represent bargaining unit employees in statutory EEO proceedings.

The proposal provides for an Affirmative Employment Plans (AEP), which targets specific job series, and requires separate negotiations on the details of the Plan, and which includes employees with disabilities and veterans.

The Union proposes implementation language of EEOC Management Directive MD-715, regarding creation of an Agency's EEO Program, monitoring that Program, and providing data regarding its success, with the objective of eliminating barriers to equal participation in the workforce.

The Union also proposes that the Agency gather statistical data on age discrimination, which isn't required by the MD-715, and use it in the same manner the EEOC requires the Agency to monitor and correct discrimination in other protected classes.

The Union proposes procedures for selection by the Agency of EEO Counselors for use by employees who may have experienced illegal discrimination.

The proposal also addresses prohibition against unwarranted disclosure of information relating to employees who have initiated formal or informal EEO complaints.

The Article also contains procedures for representation under the statutory EEO process, such as equal representation, travel, etc.

The Union also is proposing protections and procedures for reasonable accommodation for employees who are permanently or temporarily disabled.

The Article also requires accommodations for employees with religious needs by making compensatory time available to them.

The Article includes provisions that affect equity of resources and options available to the Union (numbers of representatives at hearings, for instance), in comparison to those of the Agency. The outcome of a dispute should depend on the merits rather than on comparative resources of the participants.

The proposal adds a procedure to handle hostile work environment investigations. There is no such procedure in place and the practices that are currently being used aren't transparent or inform the employee what the investigation revealed. Additionally, the investigations often lack credibility because they're handled by managers within the same component or work location/line of authority.

The Article reflects practices of current and disputed MOUs that have been in effect in the Agency affecting EEO issues. The subject matter of such practices and MOUs has in some instances changed since the 2005 NA that led to litigation over the status of the MOUs; those subjects should not be removed from the next NA or from appropriate bargaining when a party proposes a change that falls under Article 4 or Article 5.

Another major addition to the Article is provision for a discovery process in EEO grievances under Article 24 of the NA; this is already part of the EEOC process under 29 CFR 1614.

A major issue in this Article is eliminating the limitation on the amount of official time and administrative time available for processing EEO complaints. The standard should be reasonable time, which takes into account the varying complexity of cases.

Statement of Position
Article 20, Child and Elder Care

The importance of this Article to employees has increased due to the Agency's recent decision to emphasize new hires who are of child parenting age.

The Union proposal expands Article 20 to include Elder Care; for purposes of this proceeding, equivalent provisions should be made for employees with Elder Care responsibilities as for those with Child Care responsibilities.

One such provision is approval of leave/LWOP to an employee for unexpected or emergency child care needs, within the limits of work exigency.

Another issue is continuation of Local 1923 on the Agency's Headquarters Child Care Board/Committee, which is a practice under the 2005 NA. The Union's proposal clarifies the Union's participation on the Board/Committee. The Union proposes that the parties will work together to select a child care provider.

The proposal also provides for participation by the Union on child care committees/boards that are available in the field, i.e., outside SSA Headquarters; and for the number and duty status of participants on the committees/boards.

Once local child care committees are established to form a child care facility, the Union is proposing that the committees continue to operate.

The Union proposal is that the Agency continue travel and per diem support for attendees at the annual Child Care Committee meetings. In addition, the Union proposal is to continue the number of participants and the duration of the meetings.

The Union proposal also requires providing child care subsidies within the limits of the law.

The Union program addresses participation in a Bring Your Child To Work Day program.

Statement of Position Article 21, Performance

The Article contains disputes as to various terms, definitions, and principles used in the performance appraisal system.

As indicated in the Union' Statement of Position for Article 4, the standard for bargaining over changes to conditions of employment under Prong 1 of the covered by test, is an issue in this Article. This is addressed with respect to changes such as changed standards and elements (e.g., numeric standards), in the event the Agency decides to propose them.

The Union proposes a mechanism for implementation of the statutory requirement for their involvement in the development of standards and elements; that mechanism is a focus group system.

The Union has proposed language regarding the nature and contents of performance expectation and alignment discussions. The Union proposal language regarding the way use of numeric goals and standards will be conveyed to employees.

The Union proposal identifies factors beyond the control of the employee that will be considered in the application of the performance appraisal system.

A major issue in this Article is assuring the performance appraisal and elements are consistent with the employee's assigned duties and position description. The Union Proposal requires that.

For purposes of fairness, the Article also requires that employees be advised what they have to do to be appraised Outstanding on an element, and that the criteria used by the Agency to apply their system be objective, reasonable, and measureable to the extent feasible; that requirement gives meaning to the Agency's 3-tier performance level system and thereby promotes maximum achievement of its mission. The employee will benefit from that requirement by being better able to achieve an award and possible promotional credits. Similarly, the Union Proposal also requires clear communication of expectations and perceived deficiencies to employees throughout the rating period.

The Union's proposal provides the appraising official and the employee will be the participants at the initial performance discussion, the midyear performance discussion, and all performance assistance discussions. A designee for the

appraising official is not precluded. The Union also is proposing matters that will be discussed during the midyear performance discussion.

The parties have agreed on an employee self-assessment system; the Union is proposing that the employees be informed, no later than the last day of the appraisal period, of their right to submit a self-assessment.

The Union is proposing an increase in the performance improvement period (PIP), to give the employee a better opportunity to improve. The proposal provides for union involvement in the PIP process, to assist the employee to receive assistance needed to improve.

Another major issue in this Article is the Union's inclusion in discussions and process when an employee is alleged to be performing unacceptably. That involvement was in the prior NA and its absence has resulted in adverse effects on employees, who are subjected to negative performance-based actions without Union assistance.

The Union Proposal also requires that the parties negotiate concerning audit systems. Audit systems exist in some parts of the Agency, and may address sampling frequency, weight of errors, procedures to rebut perceived deficiencies or errors, etc.

Statement of Position Article 23, Disciplinary and Adverse Actions

A major issue in this Article are the uniform procedures by which the Agency will conduct investigations into alleged misconduct, which are known to all employees. This would enhance the fairness of investigations. Currently there are no such procedures in the NA. They are needed because of an increased incidence of "factfinding" interviews, having the same impact as acknowledged investigations, and the resulting adverse effects on employees who are required to undergo the interviews/investigations.

The NA also requires that discipline be applied consistently, and that penalties be administered in a fair and equitable manner. The Proposal specifies, in addition, that the employee have a right to be furnished all material gathered during the Agency's investigation. The intent is that the employee be afforded access to exculpatory material, which is a part of fairness and equity.

The Proposal also requires the Agency to give the Union the opportunity to be present at factfinding interviews. The Agency has abused so-called factfinding, and has failed to use factfinding neutrally, including failing to provide employees their rights.

The Proposal also clarifies timeframes for responses to proposals to discipline and adverse actions, and procedures regarding the responses. The Proposal entitles the employee to a face-to-face response with the deciding official.

The Agency currently contains language requiring timely receipt of sanitized data on proposed disciplinary/adverse actions by the Union; timeliness has been interpreted very differently. Therefore, the Union has proposed a uniform timeframe, which is monthly; the Agency has agreed to the concept, but their proposed timeframe is quarterly. Having the information monthly would allow the Union to act proactively to address patterns of disciplinary actions, such as frequent discipline being proposed for misuse of government computers.

The Proposal also contains a 60-day stay provision, which is consistent with other federal sector agreements, and avoids the harm to an employee when, as often occurs, the initial proposed discipline is either mitigated or rescinded. This prevents the trauma of loss of pay which is later often restored, in whole or in part.

Due to the Agency's frequent use of indefinite suspensions, the Proposal addresses when such suspensions will be used. Namely, they will be available to the Agency only when there is reason to believe the employee has committed a crime for which a sentence of prison may be imposed; and, there is a nexus which affects the efficiency of the service. In fact, the Agency has abused this form of personnel action, leaving employees in indefinite suspension for years.

The Proposal also provides a timeframe for advising the employee of proposals for disciplinary action, which is applicable to performance-based actions as well as misconduct. The timeframe is needed because of the widely disparate interpretation of reasonable notice throughout the Agency.

A new Proposal in this Article is Alternative Discipline, which has been utilized in the public and private sectors.

Statement of Position Article 24, Grievance Procedure

The Union Proposal clarifies that the Grievance Procedure may be used for multiple grievants in the same case, i.e., "group" grievances. Without the clarification, the Agency has taken a contrary interpretation and attempted to disallow such grievances for procedural reasons. Reinterpreting the grievance procedure unilaterally should not be allowed.

Article 24's scope is also being expanded to encompass statutory EEOs matters for the Union's and employees' protections which impact on working conditions and/or negotiated collective bargaining agreement(s).

The Union proposal also provides that, if a grievance isn't answered timely, it shall be resolved in favor of the grievant, provided such remedy is legal and reasonable. Frequently, the Agency's grievance representatives fail to provide decisions at all, which requires the Union to invoke arbitration when that may be unnecessary. In addition, since the grievant is penalized for failure to be timely (loss of ability to pursue the grievance), there should be an incentive to the Agency to be timely in its responses under the negotiated grievance procedure.

The Union also proposes to delete two exclusions that were negotiated in 2005 and are not required by the Statute. The two exclusions would be inconsistent with proposals for procedures in the Merit Promotion article, which would be unenforceable unless the exclusions were eliminated from the negotiated grievance procedure in Article 24.

The Proposal also provides that employees be afforded reasonable time to prepare and present grievances, and have the right to be present during meetings with management officials regarding their grievance.

The Proposal also deletes the requirement that the grievance must cite specific NA provisions that were violated, and to state specific relief. This provision has been used by the Agency to prevent employees from presenting grievances. The grievance procedure should not be so rigid as to allow use of technicalities to allow the Agency to refuse to address the employees' underlying dissatisfaction, which is the fundamental reason for the Statutory requirement that the NA must contain a grievance procedure.

The Proposal provides for optionally filing and advancing a grievance through the Steps electronically. Currently the NA prohibits grievances that are filed electronically, which has resulted in untimely grievances. Filing parties and

management officials are often separated geographically; allowing electronic filing facilitates the process.

The Proposal also involves the Union's right to designate its representatives for employee and Union grievances.

Statement of Position Article 25, Arbitration

A major issue in this Article is the appropriate handling of instances when the Agency refuses to participate in arbitration; this has occurred repeatedly, and should have consequences. To remedy this refusal, under the Proposal, in such circumstances the moving party will have the ability to select the arbitrator and proceed with the case.

Another major issue is delayed receipt of arbitration decisions. Although this is the fault of the arbitrator rather than the employer, the Union's Proposal is to reduce the arbitrator's fee in such cases; this is needed in order to provide incentives to comply with the time frames for decisions. The proposed reduction in fees is contained in an MOU which was negotiated during the term of the 2005 NA and is still in effect.

The parties recognize the need to increase the contractual maximum fee they will pay for arbitrators' services. There is disagreement on the amount of such increase; the Agency is proposing a greater increase than the Union is proposing.

A major issue is the Union's Proposal to remove "sunset provisions" from the Article. The sunset provisions were negotiated in the 2005 NA because of numerous overage grievances; now that those overage cases have been eliminated, there is no reason to continue sunset provisions. In addition, the Agency has shown that it cannot, itself, meet strict timeframes for processing arbitrations.

The Proposal provides for resolution of ongoing disputes as to the sites of arbitrations.

The Union has proposed that the Agency provide travel and per diem expenses for additional witnesses who testify at arbitration hearings, and for either the Union advocate or the technical advisor. The proposal would restore provisions of the Article, with respect to witnesses, that were in effect prior to the 2005 NA, which the Agency followed from 1983 until the 2005 NA. At that time, the Agency paid certain costs of Union advocates; the Union is proposing a restoration and expansion of that practice.

The Proposal also involves the right of the Union to designate its witnesses and representatives in arbitration cases.

Statement of Position Article 26, Merit Promotion

The Agency has unilaterally implemented a requirement that all applications for internal vacancies be filed online, using an Internal Vacancy Online (IVOL) program . The Union has filed a grievance and the arbitrator ruled that the Agency's action violated the contract. The Agency appealed the arbitration award, which had the effect of staying the award. The Agency is now proposing to legitimize the program in the NA.

The Agency radically changed the system for promotions without showing that the prior system failed to identify the best qualified candidates. In fact, the Agency's IVOL program has never been validated and results in gross malfeasance of Agency staffing managers. The Union's proposal has been successful historically in identifying the best candidates.

The Union's Proposal is that using the internet to file for merit promotion be optional. Secondly, the Union is proposing that the traditional weights and factors, and promotion panels, be used. The Union also is proposing that training, education, experience, appraisals, and awards be used to determine who the best qualified candidates are. The Union's proposal is in line with other procedures in the Federal sector that are used to determine best qualified candidates, and with merit systems principles.

The Proposal provides that areas of consideration will be national. That is consistent with the current system, which allows any employee in the country to file for any vacancy in the country for which they meet the qualification standards. The Agency's proposal eliminates that current benefit, and allows the selecting official to manipulate the areas of consideration to potentially abuse the system. Nationwide areas of consideration would also benefit the Agency and employees by making all vacancies known to employees regardless of geographical location.

The Union is also proposing a joint committee to develop promotion pathways that will benefit employees in positions with little or no promotion potential. Such a committee also will facilitate movement through promotion across components of the Agency (reduce "stovepiping").

The Union is proposing that career ladder plans be jointly developed by the Parties. In addition, employees under career ladder plans would receive 60 days' advance notice if they are not expected to be approved for career ladder promotion. This provision would allow employees to become aware of where they are perceived to be weak, so they can bring their skills and performance to the

level needed for the promotion. The Proposal includes the Union in the development of a plan under which the employee can work to meet the required performance.

The Union Proposal also allows an employee a period of time after eligibility for career ladder promotion (6 months) to reach the required level of performance. Thereafter, an employee who is performing successfully at his/her current grade level would be permitted to remain at the current grade level.

The Union also proposes that higher-grade details and temporary promotions be made competitively if they exceed 30 days. Currently, such they are not competitive unless they exceed 120 days, which gives select individuals an excessive amount of specialized experience for promotion based on non-competitive selection.

Another issue in this Article is the Union's proposal that the Agency consider internal candidates prior to considering candidates from outside the AFGE bargaining unit. This procedure would allow the Agency to make the best selection by permitting selecting officials to fully consider the qualified internal candidates and make selections as soon and as easily as possible, when those are factors affecting the selection. The Proposal does not address the ranking and rating of candidates.

Under the Union's Proposal, assessment criteria are used to evaluate candidates for merit promotion, and will be established by joint Union-Management panels. Such procedure helps ensure that the process is, objective, fair, job-related and applied equitably.

The Union Proposal also provides that serious consideration will be given to fill a vacancy if there are candidates on the best qualified list who are stagnated in grade; or, the vacancy is a targeted position under the Agency's Affirmative Employment Plan, the well-qualified candidates are in an underrepresented group identified in the Affirmative Employment Plan, and placement of the candidates in a vacancy would reduce underrepresentation.

The Union Proposal states that when an employee is selected for career ladder position, the employee will be promoted, effective the pay period following the selection, to the next higher grade for which he/she qualifies, that is higher than the grade the employee currently holds.

The Proposal changes the NA language on promotion action audits. It expands the amount of time the Union has to request an audit; and, provides procedures by which the Agency will provide the auditor with sufficient information by which to

conduct the audit. These provisions will reduce or eliminate disputes that occur between the Parties concerning the auditing process.

Under the Proposal, the priority consideration language would be restored that was in effect before the 2005 NA. That language describes how the priority consideration procedure operates, including requiring justification in writing of any non-selection. The purpose for that provision is to address an escalation of non-selections without justification, of employees who exercise priority consideration; and, would increase the transparency of the merit promotion process.

Statement of Position
Article 27, Details

The Union proposes to re-establish the solicitation and selection procedures for reassignments of Field Operations employees that were previously established through mediation-arbitration in 1993 (referencing 91 FSIP 196 and characterized therein as more reasonable and efficacious than the Agency's competing proposal); and, to extend the selection procedures to employees in all components.

AFGE also proposes solicitation and selection procedures for details, and to protect employees from adverse effects if involuntarily detailed to a lower grade position.

Both sets of procedures would ensure that employees have fair opportunities for details and reassignments that meet their needs and are consistent with merit principles.

The Proposal contains a procedure for bi-annual open season for employee-initiated reassignments; for details made for medical reasons or hardships; and an audit procedure for details when an employee requests such audit or there is reason to believe a discrepancy with from the contract occurred.

Statement of Position
Article 28, Classification

The Union proposes it be notified and involved in audits and related position classification activities. This is part of the obligation of the Union to assure appropriate and consistent treatment of employees.

The Union also proposes procedural due process protections for employees who are in positions that are reclassified downward, and that they receive pay and grade retention and priority referral for promotion to the prior grade. The due process protections are primarily in the form of timely notices to the affected employees throughout the reclassification process.

The Union has proposed language further defining the phrase, "other duties as assigned," which is contained in all employee position descriptions. The proposal requires that such duties be reasonably related to the employee's position description.

The Proposal also requires that position descriptions will be current, and describe the principal duties of the position. In addition, the Agency would be required to provide the Union with advance notice of proposed changes to position descriptions and occupational classification standards; under the Proposal, the Union would be able to then make recommendations through the Agency to OPM.

The Union has proposed procedures that the Agency would utilize if an employee, the Union, or the Agency initiates a desk audit.

Statement of Position
Article 29, Union-Management Meetings

The Union Proposes the parties attend monthly national and component-level meetings and bi-monthly regional meetings, in which they will be represented by their principal officials. This is equivalent to the meeting structure of the Parties for the period of 1990-2005. The 2005 NA preserved the multi-level meeting structure as summarized below, but with an "opt out" provision; the Agency opted out of all meetings that were available for opting out. The Union is now proposing a return to the pre-2005 structure, and an increase in the number of participants and in the length of the meetings. The Union also is proposing to maintain the status quo with respect to the methodology of the meeting, i.e., face to face meetings.

The Union also proposes that the meetings be facilitated. Experience has shown that with supportive facilitation, such meetings can be more productive.

Local ad hoc labor-management meetings are also being proposed and expanded to apply to all of the Agency's components, with no specified frequency.

The predicate assumption of these proposals is that regularly scheduled discussions between the parties contribute to stable communications and handling of issues of mutual interest.

Statement of Position Article 30, Official Time

The Union is proposing a bank of official time hours, equal to the number in the 2005 NA; however, the proposal adds exclusions from the bank and carryover of unused hours from one fiscal year to the next. These exclusions reflect exclusions that the Agency has acknowledged in previous National Agreements as activities the Union does not control and not appropriate to be counted against the bank. Similarly, carryover of hours allows the Union to save official time for future periods of greater use. The carryover has benefited the Agency in the past, when carryovers were permitted, by encouraging lower usage of official time.

Administration of the bank would be the responsibility of the Union. There would be no pre-set maximum number of individuals who would be entitled to use a given percentage of official time.

The Union is proposing that the only basis for denying requested use of official time should be an emergency, as long as the purpose is legal and there are sufficient hours in the bank. That was the standard until the 2005 NA. That change is necessary because the 2005 standard resulted in denial of representational services and delays in responding to representational requests and needs; once the Parties agree on a bank of official time, the Union should have the ability to use the hours as it deems is needed, absent an emergency. The incidence of valid emergent reasons to deny official time is and should be rare.

The Union proposal also calls for changes the current system used to track for official time use (known as OUTTS), which would be made through negotiations by 3-on-3 teams that would also address other issues. The Union's proposal continues this approach.

The Union also has proposed that past practices be continued for current union officials to report their time and attendance, and, that a new methodology be adopted for new union officials. That methodology is for the new official to work out a local procedure, if possible, and then to refer any remaining dispute to Union and Agency representatives at a higher level.

Statement of Position Article 31, Time and Leave

The scope of this Article includes annual leave, sick leave, leave without pay, Family Friendly leave, and administrative leave.

The Union proposes that each facility have the option to use or not use leave rosters. Where rosters are used, seniority will rotate, with the person(s) who was allocated requested leave according to seniority, being moved to the bottom of the seniority list for the next 6-month leave roster. Where rosters are not used, seniority is used as the sole criterion for granting requested leave regardless of their recent prior usage.

The Union is proposing procedures the Agency would apply during catastrophic weather and environmental situations, or other emergency situations such as widespread disruptions and interference with normal movement due to demonstrations or other major events. For example, reasonable advance administrative excusal would be approved in cases of snow and hurricane emergencies. The Union is also proposing the Agency will provide the pay, leave, and other benefits contained in the OPM Handbook on Pay and Leave Benefits for Federal Employees Affected By Weather Conditions or Other Emergency Situations.

The Union is also proposing a restoration of language in the 2000 NA, which allowed employees to call in up to two hours after the start of their core time when needing to use unanticipated leave. This provision is needed to cover situations where an employee's personal emergent situation does not allow less advance notification to the Agency, such as incapacitation, accident, power outages, etc. With the change in the language under the 2005 NA, the frequency of employees being penalized for not being able to call in by the required time has increased. The Agency has not made known any disadvantage to its operations that resulted from the 2005 removal of this longstanding benefit. The expansion is also warranted because of the Agency's frequent incorrect charge of AWOL even though the employee complied with the NA by clarifying the need for leave by the end of the shift. Under the current NA, if absence is clarified prior to the end of the shift, the absence should be converted to a leave category (sick, annual, or excused).

The Proposal would add administrative leave provisions for public or social services activities (blood donations, charitable public service, disaster relief, etc.) and other purposes. These are a series of small increments of excused absence for health and public service activity. They are benefits that some employees in the unit

currently receive; it's the Union's intent that the benefits be fairly and equitably applied through the unit.

The Union proposes that annual leave that will be earned during a leave year is to be available to the employee at the beginning of that year.

The Union proposal also would change the standard for approving or cancelling annual leave request. The change is from "workload considerations" to "exigency"; that change is needed because of unjustified denials of leave.

The Union proposal requires the Agency to treat medical information as private, and prevents its disclosure to individuals without a legitimate need to know. This is a chronic problem of employees in the bargaining unit.

The Union proposes that medical evidence of illness/injury for employees under sick leave restriction be reviewed only by any Agency official with medical certification; currently, non-medical (supervisory) personnel often try to substitute the medical judgment of a doctor or other professional in order to deny sick leave approval.

The Union also proposes that employees not be required to provide documentation of the need for sick leave use, except as required by applicable law, rule, or regulation. The current contract implies employees cannot be trusted, and therefore imposes burdensome and unnecessary requirements on them.

The Union also proposes that a review of whether an employee should remain on sick leave restriction be made after two months, instead of the current requirement that such reviews occur after four months. The purpose of sick leave restriction, to impart to the employee the importance of using sick leave for its intended purpose, is met by shortening the period during which the employee is required to expend time and money to obtain sick leave documentation.

The Union proposal incorporates the current statutory authority for Voluntary Leave Transfer Programs to the Article; Programs for such transfers already exist in the Agency.

The Union is proposing to expanded the period of absence for employees who are incapacitated in connection with pregnancy from 225 days to 270 days; the additional time is needed because 225 days is insufficient for some employees due to their circumstances and the nature of the incapacitation. In addition, the amount of time available to employees under the Family Medical Leave Act changed and the change is reflected in the Union proposal.

Compensatory time off for religious purposes is a benefit that is in place under an MOU between the parties. The Union is proposing to address that subject as a new subject in Article 31.

The Union proposal also includes a new section on furloughs. Furloughs are more likely than previously due to the budgetary climate affecting government in general and the Agency in particular; a NA section is needed to provide a basis of procedures that will be pre-established and applicable even when the timing of a furlough does not permit establishing such procedures before the effective date of the furlough.

Statement of Position
Article 39, Work at Home by Exception

A major issue in Article 39 is the standard for eligibility to work at home; the proposed change is from "severely handicapped" to "medical reasons". The standard should be keyed to an employee's inability to reasonably commute to work, rather than whether a particular reason for that inability, i.e., severe handicap, is present.

The length of time would be the period for which the employee had difficulty commuting to work; the Union's proposal imposes no artificial limit on this period of time. The current contract contains no such artificial limit.

The Union Proposal also provides that employees who work at home by exception are eligible to work and earn credit hours.

Statement of Position
Article 40, Alternative Dispute Resolution

The Union proposal would result in the Agency implementing specified, written procedures for ADR. Currently, there is no jointly designed policy for ADR, although the 2005 NA directed the parties to jointly bargain such a policy.

A major issue in this Article is that ADR be used in attempts to address a variety of kinds of disputes, including grievance resolution, Labor-Management Forums, and workplace disputes between employees and supervisors. Once undertaken, the Agency would be required to pay expenses of participants, with face-to-face mediation being the preferred method of the ADR. Under the Proposal, the Parties would jointly select the mediators. Further, the Agency would track the use and the success of ADR in resolving disputes, and would issue reports on those experiences.

Statement of Position
Article 41, Labor-Management Forums

The Union's interest is to codify the Labor-Management Forums Executive Order, E.O. 13522. To do that, the Union has proposed ground rules, the levels of Forums and PDI (national, component, regional, and local), procedures, communications, operation of Forums, the structure and participants in Forums, dispute resolution methodologies, facilitation, and training. This is needed to provide a permanent, visible charter for non-adversarial dealings, in order to increase cooperative handling of issues where that is possible.

The Union has received no counter-proposal from the Agency on this Article.

Note: the Agency has proposed an Article 41, which addresses Technology; the Union's Technology Article is Article 44.

Statement of Position
Article 42, Flexiplace – Telework

The Union's proposal is to codify in the NA a program that is consistent with telework law that was implemented subsequent to the 2005 NA. The focus of the proposal is to expand and facilitate the use of that law and Flexiplace, which is the expressed guidance of OPM and President Obama.

The Union Proposal calls for regular and irregular/episodic Telework. The gravamen of the Union's Proposal is to be in compliance with the Telework Enhancement of 2010, which encourages the expansion of among all bargaining unit employees. The law is premised on the objectives of improved productivity, assured continuity of operations, and responsiveness to the needs of the workforce.

In order to meet those requirements, the Union made a comprehensive proposal which provides for the expansion of the current Telework within SSA. The program is voluntary and has eligibility rules, provides for setting and changing schedules, allows for flextime while working at home an alternative duty station (ADS), provides the ability of the Agency to remove employees from Telework for specific reasons, provides for Agency-supplied equipment and telephone support, requires the employee to sign an agreement with the Agency regarding the parameters of the program, and contains request and approval procedures. The Proposal makes all employees eligible if they meet certain, specified criteria, and allows for the use of the negotiated grievance procedure to resolve disputes over the application of the Telework program.

Statement of Position
Article 43, Miscellaneous

The Union proposes a miscellaneous Article to address items that don't clearly fit in other Articles. The issues we address are:

Union's involvement in the Agency's Strategic Planning and Policy Development

Issues surrounding the Agency's increasing use of the Internet as a vehicle for taking and processing claims

Processes the Agency will use to ensure the integrity of Management Information System (MIS)

Eradication of fraud, waste, and abuse in Agency operations

Issues surrounding third-party involvement in the claims and appeals process

Rights of bargaining unit employees to cell phones and other communications devices on Agency premises

Agency's use of electronic monitoring to record employee work

Impact and implementation issues regarding the Agency's appointment system

Establishment of information sharing regarding nutrition in foods served in Agency cafeterias and vending machines, in compliance with the Affordable Care and Patient Protection Act

The Agency has not provided any counter-proposal to this Article.

Statement of Position
Article 44, Technology

Under this Article, the Union proposes that, when the Agency is considering technological advances, it will share the information with the Union and provide the Union the opportunity for recommendations regarding their considerations. In addition, the Proposal provides for notice and a bargaining opportunity, accommodation for disabled employees, training, impact on work schedules and performance assessment, award determinations and position descriptions when the Agency determines to implement new technology.

The Union also proposes the establishment of a joint national Technology Committee, which will meet quarterly.

The Union also proposes that the Agency solicit Union nominations for technology-related boards and committees.

Statement of Position
Article 45, Disability Process

The Agency's disability workload has expanded in recent years, to the point where most of the Agency's work years are spent on that portion of the program. The Union believes that development requires that the Parties explore innovative ways to process our disability workloads. Therefore, the Union has proposed a national Committee on Disability, which would be a joint national committee, would meet periodically, and would be empowered to explore various aspects of the Agency's disability operations with the goal of proposing improvements in the current disability operations.

Statement of Position
Article 47, Student Loans

The Union proposes that the Agency comply with available discretion under law to repay all or part of student loans of employees. In recent years the Agency knowingly recruited employees from colleges and universities, and knew retaining them would entail providing them with certain benefits. In order to more effectively attract and retain its newer employees, the Agency should participate in the student loan program, which is provided for by statute. In addition, student loan repayment is a common benefit in other Federal agencies.

Statement of Position
Article 49, Supplemental Agreements

The Union is proposing to continue all labor-management agreements that were in effect on the effective date of the prospective NA. In addition, the proposal provides authority to bargain future agreements at the component level that would cover each such component. "Component" has variable meanings; for purposes of this Article, it is defined in the proposal as each Council level, AFGE Local 1923, and the Wilkes Barre Data Operations Center (DOC). Supplemental agreements provide stability and continuity to workplace rules and requirements that are known by employees, Agency officials, and the Union; once in place, they should remain in effect, consistent with the next NA.

Statement of Position
Article 50, Communications

The Union proposal provides for notice of and bargaining over changes in the monitoring of employees by the Agency.

The proposal also provides procedures to protect employees in Teleservice Centers whom the Agency currently monitors for performance, but who are frequently subjected to unwarranted charges of misconduct as a result of the monitoring. The Agency's procedures that result in initiating disciplinary action should include negotiated protections for those employees.

The Proposal addresses how employees at the TSCs deal with phone calls from claimants, including subjective areas like the "tone" used by the employee, etc. The Proposal is specific to the conditions of these employees whose jobs are to interact with claimants and beneficiaries on an "800" phone line.

Additionally, the Proposal incorporates MOUs regarding technical reading time (guaranteed amount of time each day to read the procedural instructions issued to them by the Agency), and increases the amount of reading time available to the employee.

The Proposal provides for developmental details of the TSC employees to other kinds of Agency installations.

The Proposal provides TSC employees the right to make and receive short personal calls, including emergency calls.

Statement of Position
Article 51, Work Groups/Focus Groups/Employee Input

In this Article, the Union is proposing the process by which the parties would establish mutually agreeable work teams that explore Agency operations or processes. Under the Proposal, the Agency would notify the Union in advance, and the Union would be able to nominate participants from the bargaining unit to serve on a work group. The work groups addressed do not address matters affecting bargaining unit conditions of employment.

The Proposal also provides the Union the ability to appoint members of focus groups the Agency may decide to establish. This portion of the Proposal came out of a prior arrangement between the Parties.

Statement of Position
Article 53, Leave Banks

This a new Article. The Union is proposing to establish procedures by which leave could be donated to a centralized pool of leave, to be jointly administered. This would be in addition to the established leave donation program.

This issue was previously referred to the Panel as a midterm issue and was referred to the parties for resolution, but it remains outstanding.

The Proposal is in accordance with Pub. L. 103-103, the Federal Employees Leave Sharing Amendment Act and related regulations in 5 C.F.R. Part 630.