



National Council of SSA Field Operations Locals
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

REPRESENTING OVER 25,000 SOCIAL SECURITY EMPLOYEES WORKING IN OVER 1,200 FIELD INSTALLATIONS AND 35 TELESERVICE CENTERS ACROSS THE NATION, PUERTO RICO AND PACIFIC ISLANDS

Witold Skwierczynski, President

TO: Jim Honnich

FROM: [Signature]

DATE: 7/15/09

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MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Social Security Administration (SSA) (hereinafter called the Employer or SSA) and the American Federation of Government Employees (hereinafter called the Union or AFGE).

This MOU shall govern the procedures for the renegotiation of a National Agreement between the Union and the Employer for employees included in the consolidated SSA/AFGE bargaining unit as certified by the Federal Labor Relations Authority (FLRA). Neither party waives any of its statutory rights by entering into this MOU.

II. Procedures

- A. The parties agree to establish Negotiating Committees consisting of a Union Negotiation Committee and an SSA Negotiating Committee. The Union Negotiating Committee will consist of up to twenty-two (22) members. Both parties will provide an electronic list of their respective members for its Negotiation Committee to each Chief Negotiator/Chief Spokesperson via e-mail no later than 10 calendar days prior to the start of the initial union preparation session. Thereafter, notification of the replacement of any bargaining team member normally will occur, if possible, at least five (5) calendar days prior to such replacement. Either party may replace a negotiation team member.

No observers for the October, 2009 session and each party may have up to three (3) observers for all subsequent scheduled sessions. At least two (2) observers will be selected from the list of negotiating team members. Any AFGE observer must be a designated official time user per Article 30 or a non SSA employee.

- B. The Union negotiating committee members who are SSA employees will be granted official time in accordance with Article 30 of the 2005 SSA/AFGE National Agreement for three (3) weeks of preparation time, as well as the negotiation sessions listed in Section IV and for any impasse proceedings beyond the scheduled negotiation sessions as outlined in this agreement. This includes official time to travel to and from the preparation and negotiation sites. When not participating in the negotiation sessions outlined in section IV, Union committee members who are 50% official time users will resume their mutually agreed upon schedule for official time and/or work out official time usage with their supervisors to accommodate both union representational activities and agency assigned duties.
- C. Twelve (12) members of the Union Negotiating Committee who are SSA employees will receive travel and per diem expenses consistent with Federal Travel Regulations for the scheduled preparation and bargaining sessions thru June 2010 as outlined in IV.

- D. Six (6) members of the Union Negotiating Committee will receive travel and per diem expenses consistent with Federal Travel Regulations for any negotiations and/or impasse proceedings beyond the eight (8) scheduled negotiation sessions as outlined in IV.
- E. The Union Negotiating Committee will be authorized three (3) weeks of official time for preparation prior to October 20, 2009. The Agency will pay travel and per diem expenses consistent with Federal Travel Regulations for these three (3) weeks for twelve (12) Union negotiators. Two (2) weeks will be in SSA (CO) Woodlawn, Maryland and one (1) week at a site within the continental United States identified by the Union.

III. Place and Time

- A. Site of negotiations. SSA Headquarters, Woodlawn, MD
- B. Time of meetings: The parties agree to a daily schedule (Tuesday through Friday of the first week and Monday through Thursday of the second week) of sessions beginning at 9 a.m. and ending at 4 p.m. Lunch and rest periods will be scheduled by mutual consent. The parties may mutually agree to alter this schedule.
- C. Date of meetings: Negotiations will begin on Tuesday, October 20, 2009 and continue as outlined in IV.
- D. The meeting place will be provided by the Employer, including adequate caucus facilities with 12 electrical outlets if building code permits. The Employer will provide three (3) laptop computers, three (3) personal computers with intra/internet access through IWS/LAN and one (1) line for outside internet access, ten (10) 8 GIG flash drives, three (3) printers, one (1) photocopier, one (1) scanner, desk/ tables and chairs and normal office supplies, including ten (10) lockable 4/5 drawer file cabinets to the Union. The room will have at least four (4) telephone lines. Access to caucus facility/equipment will terminate on the effective date of the contract. All furnishing/equipment identified above will be returned to the Agency at that time.
- E. During bargaining, the party making a proposal will provide the other party with both hard copies (paper) and an electronic copy on a flash drive. The parties will, if possible, exchange proposals that will be double-spaced, numbered on the left, new language bolded and old language lined through. It is recognized that both parties may submit typed or handwritten proposals across the table during the course of bargaining on specific articles.

IV. Schedule

The parties agree that bargaining sessions will be scheduled as follows:

October 20 through October 29, 2009 – Negotiate

December 1 through December 10, 2009– Negotiate

January 5 through January 14, 2010 – Negotiate

February 2 through February 11, 2010 - Negotiate

March 9 through March 18, 2010- Negotiate

April 13 through April 22, 2010- Negotiate

May 11 through May 20, 2010 - Negotiate

One additional two (2) week session, if necessary, will be held and concluded by June 30, 2010. The dates will be determined by the Chief Negotiators. In accordance with Section II (C), SSA will pay travel and per diem for twelve (12) Union Negotiating Committee members during this negotiation session.

Travel days for all bargaining sessions will be the day preceding the first day of bargaining and the day following the last day of bargaining. Any mediation assistance requested by the parties individually or jointly will be completed by the end of the final session noted above unless altered by the mutual consent of the parties.

V. Bargaining Routine

- A. For the first session defined in Section IV, i.e. October, 2009, each committee will have three (3) subgroups consisting of up to seven (7) representatives for each party to discuss existing or newly proposed articles. The parties agree to identify existing or newly proposed articles to be discussed for each of the three (3) subgroups. The parties will not be required to exchange written proposals prior to this bargaining session, but absent mutual agreement, the parties will exchange written proposals on November 20, 2009. Beginning with the December session, the bargaining will be traditional with the understanding that the parties may agree to do a combination of bargaining techniques. For the next two (2) sessions as defined in Section IV, i.e. December, 2009, and January, 2010, each committee will have two (2) subgroups consisting of up to six (6) representatives for each party to discuss existing or newly proposed articles. The parties agree to assign specific written exchanged proposed articles to each subgroup for the purpose of discussing issues and attempting to agree to language for each article assigned. Subgroups are not empowered to sign off on any new or revised language. Authority to signify agreement is reserved solely for the Chief Negotiator and/or designee with inclusion of three (3) to six (6) other negotiators representing each party.
- B. For all bargaining sessions after the third session as defined in Section IV, there will be one (1) bargaining group consisting of nine (9) Union and nine (9) Agency representatives unless otherwise agreed to by mutual consent.
- C. During negotiations, the Chief Negotiator with the inclusion of three (3) to six (6) other negotiators representing each party will signify agreement on each article by initialing the agreed upon article. The Chief Negotiator for each



party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed upon section and/or article by mutual consent.

D. All time frames in this MOU may be modified by mutual consent.

VI. Committee Caucus

It is agreed that either committee requesting a caucus will leave the negotiation room to caucus at the suitable site provided by SSA. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

VII. Maintenance of Records

- A. It is agreed that no official transcript will be made of the negotiation proceedings. However, each party may make and keep its own notes and records.
- B. The negotiation proceedings will not be recorded by means of any tape/electrical/electronic/recording device although laptops will be permitted.

VIII. Authority

Each party shall be represented at the negotiations at all times by at least one (1) duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to discuss and negotiate on matters subject to negotiations. The Chief Negotiator/Chief Spokesperson with inclusion of three (3) to six (6) other negotiators will sign off on articles for their respective party.

IX. Time Limits

- A. If agreement is not reached in accordance with 5USC 7119(b), either party may request assistance of the Federal Services Impasses Panel (FSIP) in accordance with appropriate law and regulations. This will not serve as a bar to the parties agreeing by mutual consent to extend the bargaining period in IV and/or at the direction of the mediator.
- B. The agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impassed items, will be processed in a manner consistent with appropriate law and regulations.



X. Reopening

A. Questions of Negotiability

i. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegation of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within a reasonable period of time, not more than thirty (30) calendar days after the FLRA determination or withdrawal of the allegation(s). Nothing in this section will preclude the right of judicial appeal.

ii. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability.

B. If any provisions are disapproved by the Agency head review, the parties will commence renegotiation within a reasonable period not to exceed thirty (30) days from the date such notice is received by the Union's Chief Negotiator. Alternatively, the Union may refer such proposals to the FLRA. Any provision held negotiable will be incorporated into the agreement. The parties will commence negotiations within a reasonable period after receipt of a FLRA decision sustaining the Agency's determination of non-negotiability.

XI. Effective date

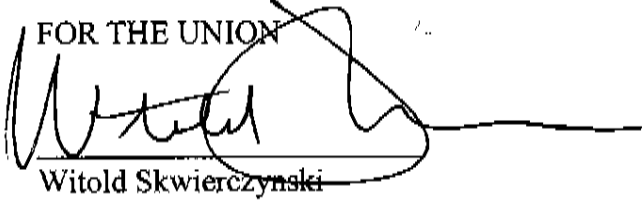
A. The Union will have sixty (60) calendar days after signature of the term agreement to ratify. If the Agreement fails ratification, the parties in accordance with Section II (D) will resume negotiations on the Agreement within a reasonable time, with the objective of reaching a final agreement. The Agency will have thirty (30) calendar days after being notified that the ratification process is complete to complete Agency head review. If the agreement fails Agency head review, the parties in accordance with Section II(D) will resume negotiations on the Agreement within a reasonable time with the objective of reaching a final agreement. When disputed matters are resolved, they will be incorporated into the agreement without retroactivity.

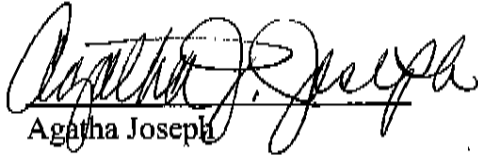
B. Following completion of Agency Head review, up to twenty-two (22) members of both negotiating committees will meet within thirty (30) calendar days to sign a signature page which will appear in the new master agreement. The Agency will pay travel and per diem expenses consistent with the Federal Travel Regulations for twelve (12) Union members to travel to Woodlawn, MD to sign the signature page, noting a brief ceremony may also be held at that time. If for some reason one or both of the Negotiating Committees decline to participate in signing a signature page, the new agreement will become effective forty-five (45) calendar days after completion of Agency Head review unless another date is mutually agreed to by the parties.

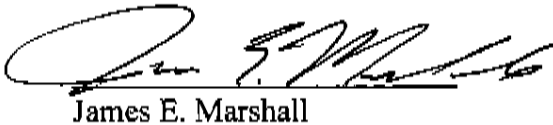


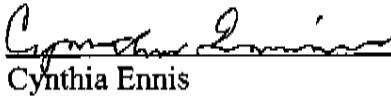
C. The Agency will post the ratification copy of the agreement on the OLMER and AFGE web pages within ten (10) calendar days of finalization of all proposals by the Chief Negotiators. The Agency will provide 2500 copies of the ratification copy of the agreement to the Union within twenty calendar (20) days of the finalization of all proposals by the Chief Negotiators.

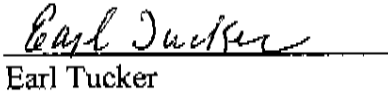
FOR THE UNION


Witold Skwierzynski

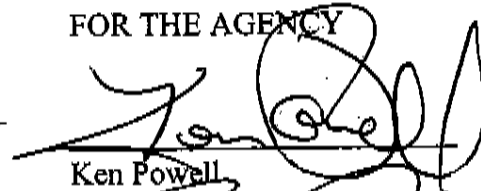

Agatha Joseph

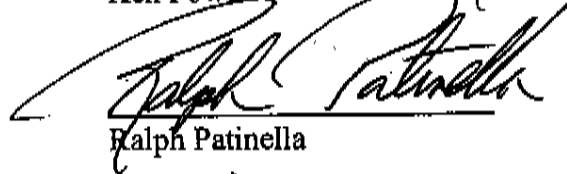

James E. Marshall


Cynthia Ennis

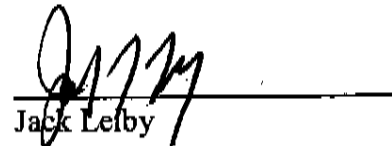

Earl Tucker

FOR THE AGENCY

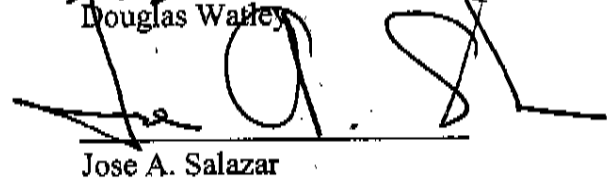

Ken Powell


Ralph Patinella


Krista Gehlken


Jack Leiby


Douglas Watley


Jose A. Salazar

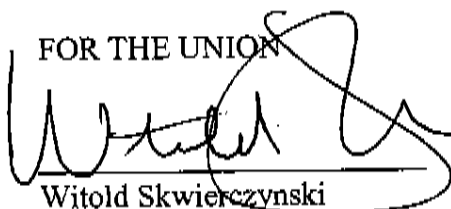
DATE 7/15/09

LETTER OF UNDERSTANDING

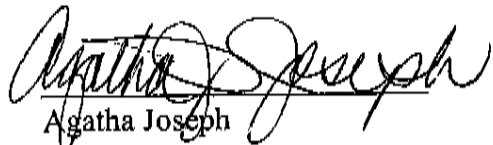
Designated 100% official time users will continue their current sign in and sign out practices or they may elect to follow the sign in and sign out procedure below. All other Union negotiating team members who are SSA employees will sign in and out on a daily basis on a SSA 30 and the employee can utilize the form for earning appropriate credit hours. The SSA 30 will be collected on the last work day of the week by a designated Agency representative. The SSA 30 will then be certified for each day and provided to the appropriate management official.

The parties agree that after the Union has utilized its three weeks for preparation and before the first bargaining session, they will meet to discuss the possibility of rolling over articles.

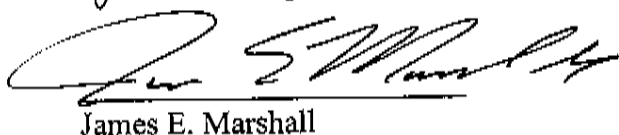
FOR THE UNION



 Witold Skwierczynski



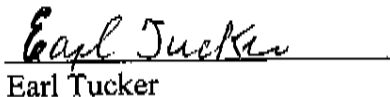
 Agatha Joseph



 James E. Marshall

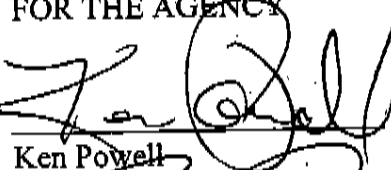


 Cynthia Ennis

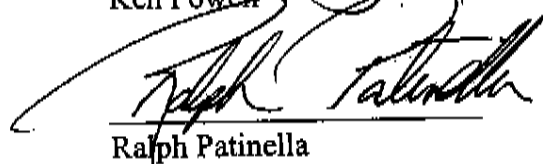


 Earl Tucker

FOR THE AGENCY



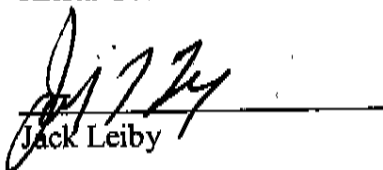
 Ken Powell



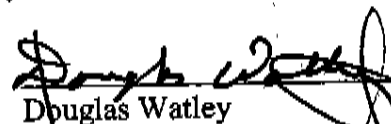
 Ralph Patinella



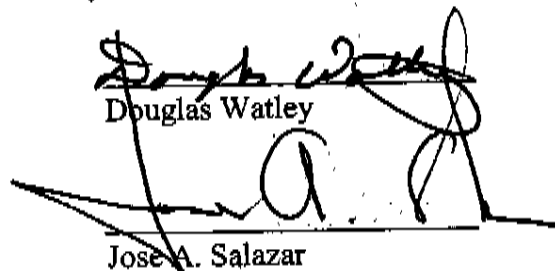
 Krista Gehlken



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