

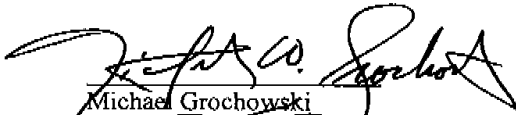
**Reopener**

Upon implementation of any regulations pertaining to the PPM, the Agency will provide notice and bargain to the extent required by 5 USC Chapter 71.

**Agency Head Approval**

In the event the Agency Head does not approve this agreement the Union will be notified of the disapproval with an explanation as to the reason(s). The Parties will resume negotiations regarding this MOU within 30 work days in accordance with 5 USC 71 and the Expired National Agreement. The provisions in this MOU will be implemented upon completion of Agency Head Review.

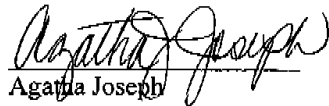
**Management**

  
Michael Grochowski

  
Ralph Patinella

**Union**

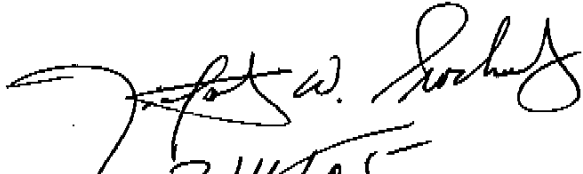
  
Witold Skwierzynski

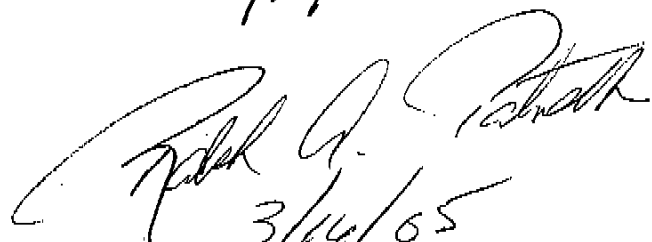
  
Agatha Joseph


Date: 3/17/05

3/16/05

The parties will include any  
agreed to language regarding the  
Identity Protection Program in Article 9  
of the agreement.

  
3/16/05

  
3/16/05

  
Joseph 3/16/05

SIDBAR

4/19/05

~~Letter of Understanding~~

4/19/05 WS

The Agency will bargain changes to existing overtime roster procedures to the extent required by 5 USC Chapter 71.

For Agency:



Michael Grochowski  
Chief Negotiator

For AFGE



Witold Skwirczynski  
Co Chief Negotiator



Ralph Patinella  
Chief Spokeperson



Agatha Joseph  
Co Chief Negotiator

Date: 3-17-05

SIDE BAR

RE  
4/19/05 [Signature]

~~Letter of Understanding~~

WS 4/19/05

The parties agree that employees may, with advanced approval, earn credit hours for the performance of representational activities under 5 USC Chapter 71.

For Agency:

  
Michael Grochowski  
Chief Negotiator

  
Ralph Patinella  
Chief Spokesperson

For AFGE

  
Witold Skwierczynski  
Co Chief Negotiator

  
Agatha Joseph  
Co Chief Negotiator

Date: 3-17-05

Side Bar—Article 11

There will be no bargaining during the term of this Agreement on any successor space.

For Agency:



Michael Grochowski  
Chief Negotiator

Ralph Patinella  
Chief Spokesperson



For AFGE

Witold Skwirczynski  
Co-Chief Negotiator



Agatha Joseph  
Co-Chief Negotiator



4/19/05

**SIDEBAR**

Should the successor to the current President of Council 220 be designated as a 100% or 50% official time user, the successor will have the option of requesting a relocation to Central Office (at no expense to the Agency) for the purpose of using the additional agency provided space on the ground floor of the East High-Rise Building.

Should the successor elect not to request a relocation, the additional agency provided space on the ground floor of the East High-Rise Building will immediately revert to the Agency within sixty (60) days.

In this situation, the successor will discuss the possibilities of additional agency assigned space (if he/she does not currently have such space) with his/her Regional Commissioner. However, there will be no bargaining on successor space. ←

*Paul A. Smith*

4/19/05

*John Joseph*

*Elizabeth Joseph*

*WJ*

Side Bar Article 11

4/19/05

700  
10 4/19/05

The Agency agrees to honor the September 13, 2001 sidebar to the Outline for the New Relationship regarding an additional 500 square feet of space in the HWSSC for Council 224.

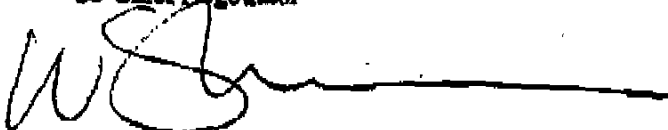
~~THIS DOES NOT PRECLUDE IMMEDIATE IMPLEMENTATION~~  
THE PARTIES ARE ENCOURAGED TO COMPLY W/ THIS SIDEBAR EXPEDITIOUSLY.

For Agency:

For AFGE

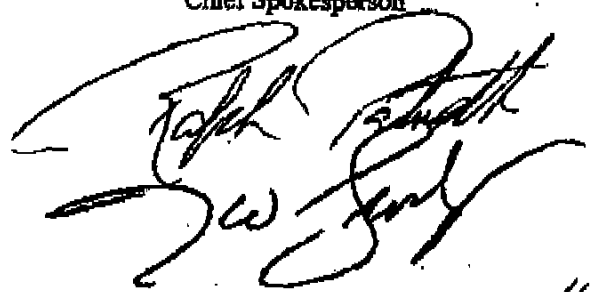
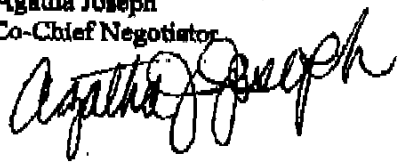
Michael Grochowski  
Chief Negotiator

Witold Skwierczynski  
Co-Chief Negotiator



Ralph Pstinalia  
Chief Spokesperson

Agatha Joseph  
Co-Chief Negotiator



4/19/05

4/19/05

Side Bar Article 11—General Committee Space

Space and furnishings provided for General Committee use in the Local 1923 union office will continue through the life of the contract.

General Committee space and furnishings as provided for in the 1990 National Agreement (and specifically identified below) will continue through the life of the contract.

<u>Region</u>	<u>Location</u>
New York	In the Village
Dallas	In the Regional Office
Kansas City	In the MAMPSC
Chicago	<del>In the Regional Office</del>
San Francisco	In the WNPS
Philadelphia	In the MATPSC
Seattle	In the Regional Office
Denver	In the district office
Boston	In the Coast Guard Building

150 SQUARE FEET  
TO BE DETERMINED  
(LOCATION)  
4/19/05  
W.S.

For Agency:

For AFGE

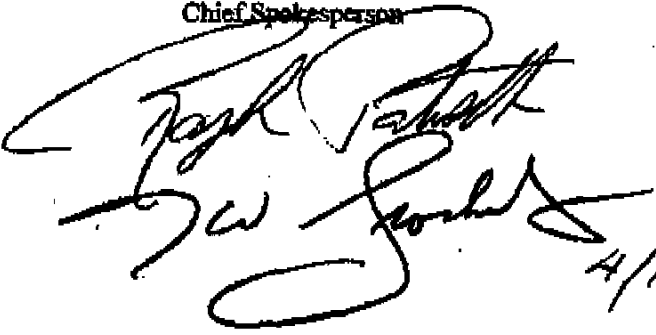
Michael Grochowaki  
Chief Negotiator

Witold Skwierczynski  
Co-Chief Negotiator



Ralph Patinella  
Chief Spokesperson

Agatha Joseph  
Co-Chief Negotiator

4/19/05

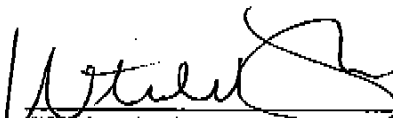
Sidebar

Article 16 - Training & Career Development

PL  
W  
THE PROPOSALS REGARDING

The parties agree to move Section 8, IVT (A) (B) from management's offer dated 12/06/04 and Union's offer 11/08/04 to Article 9 and that the subject matter will be further addressed within that article.

FOR FURTHER DISCUSSION / NEGOTIATION



Witold Skwierczynski



Michael Grochowski



Agatha Joseph



Ralph Patinella

12/10/04

Date

REC W.S.

**Article 16 -- Training & Career Development**

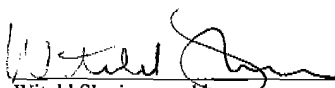
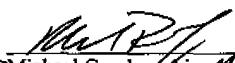
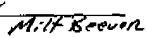
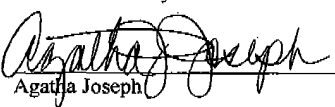

The parties agree to move the following language to Article 26 and that the subject matter will be further addressed within that article.

**Section 7 -- Career Development Programs**

**A. The Agency will determine when to offer career development programs to prepare employees for potential future jobs or assignments. Such programs will be offered depending on the availability of funds and the needs of the Agency. The Agency will publicize all career development programs when they are announced. Announcements will contain adequate specific application instructions.**

**B. Career Development Programs will provide opportunities for temporary developmental assignments, to increase knowledge of SSA programs and work processes. The NTC will be an appropriate forum for making recommendations and sharing information on agency-wide career development.**

**C. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs**

 Witold Skwirczynski	 Michael Grochowski	 Milt Beever
 Agatha Joseph	 Ralph Patinella	

12/10/04  
Date

Article 20 Child Care

Within 90 days after the effective date of the National Agreement, the Agency will provide the National Child Care Committee with information regarding Agency participation in multi-agency child care centers, where the Agency is a tenant.

The issue of Agency participation in these multi-agency child care centers will be placed on the agenda of the National Child Care Committee for discussion and for any recommendations in accordance with Article 20 of the Agreement.



Utah  
Agatha Joseph

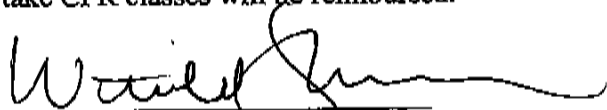
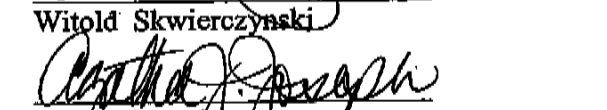
W. Johnson  
John A. Patrick  
2/2/05

ARTICLE 16

SIDEBAR

The Parties agree that Nurses who are required to take CPR classes will be reimbursed.

  
Michael Grochowski  
  
Ralph Patinella

  
Witold Skwierzynski  
  
Agatha Joseph

DATE: 12/10/04

fb 4/19/05

~~Handwritten signatures and initials~~

Side Bar—Article 21


Any Union official who has not performed Agency work within the past 12 months will be considered a trainee to a new position for appraisal purposes in accordance with Article 21.

Union officials who move from 100% official time to 50% or less official time positions and who need to be returned to training for their Agency assigned position will be sent on a staggered basis.

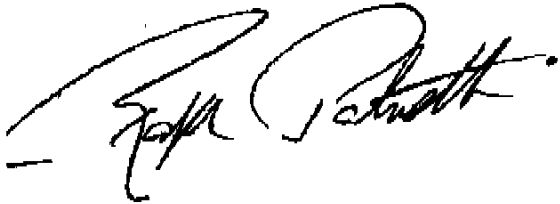
For Agency:

  
Michael Grochowski  
Chief Negotiator

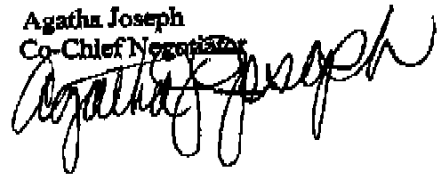
For AFGE

  
Witold Skwierczynski  
Co-Chief Negotiator

Ralph Patinella  
Chief Spokesperson



Agatha Joseph  
Co-Chief Negotiator



4/19/05



**SOCIAL SECURITY**

Regional Commissioner  
Region VII  
601 East 12th St., Suite 436  
Kansas City, Missouri 64106  
Telephone - (816) 936-5700  
FAX - (816) 936-5972

3/18/05 (12:30 AM)

INCLUDE:

- A-21 5 4 B

- "IF THE AGENCY DECIDES TO USE NUMERICS AS PERFORMANCE STANDARDS, IT ~~WILL~~ WILL CLEARLY BE IDENTIFIED AS SUCH."

A-30 250,000 BANK  
135 50%

Side Bar Article 25

4  
4/12/05  
3:15 PM  
W.S.

The Parties agree to the following sunset provisions for arbitration:

- *Invocations prior to April 6, 2000—within 6 months from the effective date of the new agreement, case must be scheduled and heard within 1 year thereafter or grievance is withdrawn.*
- *Invocations beginning April 6, 2000—within 1 year from the effective date of the new agreement, case must be scheduled and heard within 1 year thereafter or grievance is withdrawn.*
- *Invocations after the effective date of the new agreement—1 year to schedule from the assignment of the arbitrator and heard within 1 year thereafter or grievance is withdrawn.*

The timeframes are not applicable if the parties mutually agreed to extend the timeframes or due to circumstances beyond the parties' control (i.e., illness of the arbitrator, weather-related problems).

If a hearing is delayed by:

- a. *the Agency's failure to participate in the timely scheduling of the hearing, the Union may proceed in accordance with Section 4 of Article 25 with an additional six months to do so.*
- b. *the Agency's failure to present its case on the scheduled date, the parties agree that the case will be rescheduled and heard within one year.*

For Agency:



Michael Grochowski  
Chief Negotiator

Ralph Patinella  
Chief Spokesperson



For AFGE

Witold Skwierczynski  
Co-Chief Negotiator



Agatha Joseph  
Co-Chief Negotiator



4/19/05

Side Bar Article 30 Official Time

When the Agency offers early out retirement, all 100% AFGE union representatives as of the effective date of the National Agreement may request and will be approved for early out retirement regardless of whether the union representative's component is included in the early out offering.

For Agency:



Michael Grochowski  
Chief Negotiator



Ralph Patinella  
Chief Spokesperson

For AFGE:



Witold Skwierczynski  
Co-Chief Negotiator



Agatha Joseph  
Co-Chief Negotiator

3/18/05

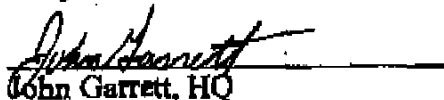
## BREAKOUT OF OFFICIAL TIME

<u>Component</u>	<u>100%</u>	<u>50%</u>	<u>Hours</u>
DOC	1	3	6,015
Field	4	77	142,500
OHA	2	13	24,100
OQA	1	2	4,550
HQ	2	23	41,035
PSC	2	17	31,800
	12	135	250,000

The General Committee agrees to the above breakout of 100% and 50% positions and hours for each component upon implementation of the National Agreement.

The General Committee will meet once per year in the fall beginning in 2006 to recalculate the above breakout of hours and 50% positions. All ratios will be calculated based on the bargaining unit employee population for each component as of October 1<sup>st</sup> of the new fiscal year. Appropriate increase adjustments will be given to the smaller components, if necessary, from the total bank of hours.

  
Agatha Joseph, PSC

  
John Garrett, HQ

  
Jim Marshall, OHA

  
Mary Policare, DOC

  
Witold Skwierczynski, Field

  
Earl Tucker, OQA

April 14, 2005  
Date

AFGE will be granted an additional 500 bank hours in the third year of the contract.

For Agency:



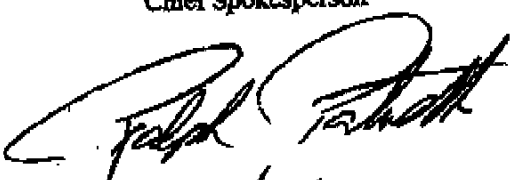
Michael Grochowalski  
Chief Negotiator

For AFGE



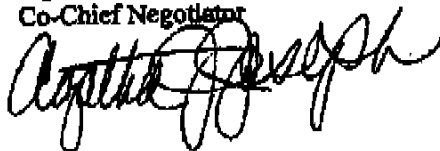
Witold Skwirczynski  
Co-Chief Negotiator

Ralph Patinella  
Chief Spokesperson



4/12/05

Agatha Joseph  
Co-Chief Negotiator



Side Bar

Article 31 -- Religious Compensatory Time

The union will be given appropriate notice concerning changes to government wide rules and regulations regarding religious compensatory time and given the opportunity to bargain to the extent required by 5 USC Chapter 71.

Walter Brown  
Joseph J. Joseph  
Joseph J. Joseph  
Joseph J. Joseph  
Joseph J. Joseph

2/2/05

## Article 31 – Leave Rosters

All PSCs will use leave rosters. For those PSCs who do not currently use leave rosters, they will be implemented beginning the second leave request cycle after the effective date of the agreement. After completion of that cycle, two AFGE and two management officials will meet for one day in Central Office (or at a site mutually agreed to by the parties) to discuss any issues and concerns regarding the rosters. Ability to change from the leave roster to an alternate system in any one of the PSCs that was using the seniority system as of the effective date of this Agreement, may only be done by the mutual consent of the parties. Management will pay travel and per diem, in accordance with travel regulations. Official time will be handled in accordance with Article 30 of the Agreement.

Walter J. Joseph  
 Agatha J. Joseph

W. Joseph  
 Agatha J. Joseph  
 2/2/05

W.S.  
 J. J. Joseph

Side Bar Article 41 Flexiplace

AFGE has requested to withdraw its entire proposal in Article 41 concerning the topic of Flexiplace. The Agency agrees to also withdraw its counter proposal for Article 41 on the topic of flexiplace based on the common understanding of both parties that the topic of flexiplace: 1) has not been fully discussed, explored, negotiated or bargained in exchange for other concessions during term negotiations for the 2005 National Agreement; and 2) that the topic of flexiplace is not intended by either party to be "covered by" the 2005 Term Agreement. Both parties agree that the current conditions of employment regulating flexiplace will remain in effect unless and until either party exercises its statutory right to give notice of a proposed change and fulfill any resulting statutory bargaining obligation. ~~Both parties agree that no arbitrator is empowered to determine that either party may not propose a change in the current flexiplace arrangements during the term of the 2005 National Agreement in accordance with that party's statutory rights.~~

*e*  
*WS*

For Agency:

3/17/05



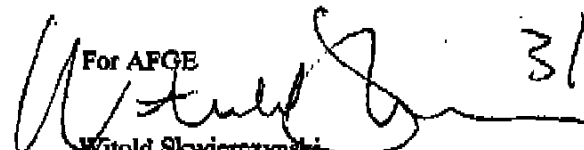
Michael Grochowski  
Chief Negotiator



Ralph Patinella  
Chief Spokesperson

For AFGE

3/17/05



Witold Skwierczynski  
Co-Chief Negotiator



Agatha Joseph  
Co-Chief Negotiator

**STATEMENT OF WITHDRAWL WITHOUT  
PREJUDICE**

**2004 Contract Negotiations**

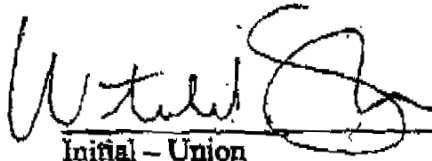
**Date: March 17, 2005**

**The Union hereby withdraws the following language without prejudice:**

*Article 21 - Performance*

*The Union hereby withdraws, without prejudice, the following language:*

*"The employee performance system, in its entirety and its application will be fair, equitable, reasonable and related to the employee's position description."*

  
Initial - Union

3/18/05

  
Initial - Management



 3/18/05

**STATEMENT OF WITHDRAWAL WITHOUT  
PREJUDICE**

**2004 Contract Negotiations**

**Date: February 1, 2005**

**The Union hereby withdraws the following language without prejudice:**

***Article 53 – Student Loans***

The Union hereby withdraws, without prejudice, its language in Article 53, Student Loans, in its entirety.

*W. Stuel*  
Initial – Union 2/2/05

*J. W. Johnson* 2/02/05  
Initial – Management

*Angela Joseph* 2/1/05

*Jack A. Ralston* 2/2/05

# STATEMENT OF WITHDRAWAL WITHOUT PREJUDICE

## 2004 Contract Negotiations

**Date:** February 1, 2005

**The Union hereby withdraws the following language without prejudice:**

### *Article 55 - Disability*

The Union hereby withdraws, without prejudice, its language in Article 55, Disability, in its entirety.

*Allyson J. Joseph* 2/1/05      *John J. Sackow* 2/02/05  
Initial - Union      Initial - Management

*W. J. [unclear]*      *Paul A. Patrick* 2/2/05

**STATEMENT OF WITHDRAWL WITHOUT  
PREJUDICE**

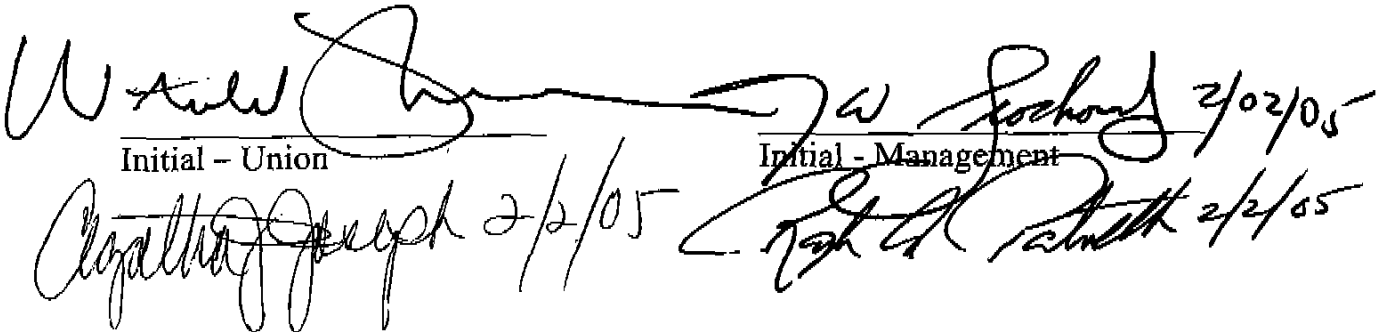
**2004 Contract Negotiations**

**Date: February 1, 2005**

**The Union hereby withdraws the following language without prejudice:**

*Article 56 – Retention Allowances*

The Union hereby withdraws, without prejudice, it's language in Article 56, Retention Allowances, in its entirety.

The bottom section of the document contains handwritten signatures and dates. On the left, a signature is written over a horizontal line, with the text "Initial - Union" printed below it. To the right of this, another signature is written over a horizontal line, with the text "Initial - Management" printed below it. Below these two lines, there are two more signatures, each followed by a date. The first signature is dated "2/2/05" and the second is dated "2/2/05".

# STATEMENT OF WITHDRAWAL WITHOUT PREJUDICE

## 2004 Contract Negotiations

Date: February 1, 2005

The Union hereby withdraws the following language without prejudice:

### Article 54 – Workgroups

The Union hereby withdraws, without prejudice, its language in Article 54, Workgroups, in its entirety.

*Agatha Joseph 2/1/05*  
Initial - Union

*JW Johnson 2/02/05*  
Initial - Management

*W. Stul 2/2/05* *JW Johnson 2/2/05*

THE UNION AND MANAGEMENT HEREBY WITHDRAW,  
W/O PREJUDICE, ITS LANGUAGE IN A 42 (n)  
AND A 59 (U) TECHNOLOGY IN ITS ENTIRETY.

*Agatha Joseph 2/1/05* *JW Johnson 2/02/05*  
*W. Stul 2/2/05* *JW Johnson 2/2/05*

# STATEMENT OF WITHDRAWL WITHOUT PREJUDICE

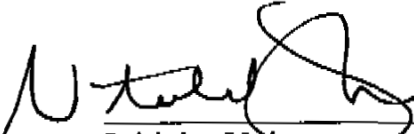
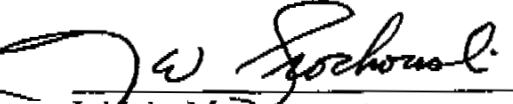
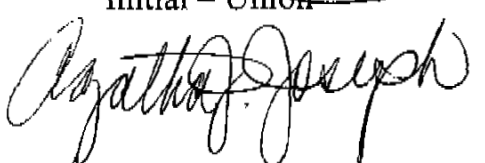
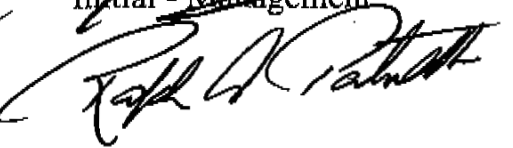
## 2004 Contract Negotiations

Date: February 1, 2005

The Union hereby withdraws the following language without prejudice:

### *Article 57 – Notices*

The Union hereby withdraws, without prejudice, its language in Article 57,  
Notices, in its entirety.

		2/02/05
Initial - Union	Initial - Management	
		2/2/05

March 16, 2005

To: Witold Skwierczynski, Co-Chief Negotiator, AFGE  
Agatha Joseph, Co-Chief Negotiator, AFGE

Subject: Letter of Intent Regarding the Awards Program for AFGE Bargaining Unit Employees

1. Beginning with Fiscal Year 2006, the Agency will allocate an additional .01% of Agency payroll beyond the percentage amount currently allocated to the employee awards program (1.15%) for each year of the SSA-AFGE National Agreement. Based on this additional allocation, the following percentage amounts will be applied to the Agency payroll to determine the awards budget for the corresponding fiscal year:

- a. FY06—1.16%
- b. FY07—1.17%
- c. FY08—1.18%
- d. FY09—1.19%

2. Once the Agency's new performance plan (as described in Article 21) is implemented, the awards budget for AFGE bargaining unit employees will be allocated to individual award types as follows:

- a. ~~Performance Award~~—55%
- b. Employee Contribution or Service Award—25%
- c. Executive Recognition Award—20%

*Michael W. Grochoski*  
Michael W. Grochoski  
Agency Chief Negotiator

*WJD* 3/16/05

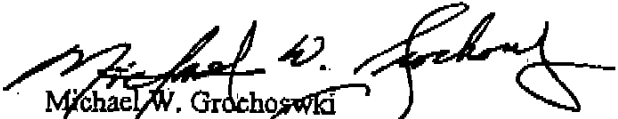
March 16, 2005

To: Witold Skwierczynski, Co-Chief Negotiator, AFGE  
Agatha Joseph, Co-Chief Negotiator, AFGE

Subject: Letter of Intent Regarding Payment of Transit Subsidies for AFGE Bargaining Unit Employees

1. As soon as administratively possible following the effective date of the new SSA <sup>460</sup> AFGE National Agreement, the Agency will reimburse AFGE Bargaining Unit employees (with duty stations outside of the National Capital Region) up to \$55 per month for allowable transportation expenses in accordance with government wide rules and regulations. *mand*

2. AFGE bargaining unit employees in the National Capital Region (NCR) will continue to be reimbursed up to \$105 for allowable transportation expenses in accordance with government wide rules and regulations.

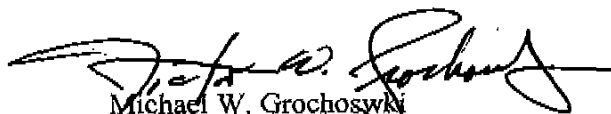
  
Michael W. Grochoswki  
Agency Chief Negotiator

March 17, 2005

To: Witold Skwierczynski, Co-Chief Negotiator, AFGE  
Agatha Joseph, Co-Chief Negotiator, AFGE

Subject: Letter of Intent Regarding the Establishment of a Shift 2 in OHA Hearing  
Offices

Article 10, Appendix D provides Management with the authority to establish a second shift in OHA hearing offices. If Management decides to implement a second shift in accordance with the provisions of Article 10 in any OHA hearing office, such decision will be made by the Associate Commissioner for the Office of Hearings and Appeals.



Michael W. Grochoski  
Agency Chief Negotiator