

AFGE Local 1395

Wisconsin Ω Ohio Ω Michigan Ω Minnesota Ω Indiana Ω Illinois



Ratification of National Agreement

Updated Articles:

3, 7, 16, 20, 23, 27, and 29

Article 3 Employee Rights

Section 2. A

New definition of workplace bullying to better protect employees.

OLD

Parties agree to prohibit bullying in the workplace and will not be tolerated.

Agency will provide information on "Bullying in the Workplace" on OHR website.

NEW

The parties further agree that bullying is prohibited in the workplace and will not be tolerated. Workplace bullying is repeated humiliating or offensive behavior, whereas a single act normally will not constitute bullying. Each employee is responsible for reporting repeated incidents of alleged bullying to their supervisor or any appropriate management official. Reports of bullying should include specific examples and the "who/what/when/where" facts of how the bullying behavior occurred. Upon receipt by an appropriate management official of a report of workplace bullying, the management official will evaluate and, where appropriate, refer the allegation consistent with Agency policy and this agreement. The Agency will provide information on "Bullying in the Workplace" including examples on an Agency website. The Agency agrees to share the link to the Agency information with all employees annually. The Parties agree that the potential need for anti-bullying training will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils (UMCCs) under Article 29.

Section 2 E.3

Employees will be entitled to and informed of their right to union representation when undergoing a fitness for duty exam.

OLD

NEW

In all discussions with any management official related to a fitness for duty exam, the employee shall be entitled to Union representation; prior to any discussion, the employee shall be notified of this right and permitted the right of representation in such discussion.

Article 3 Employee Rights

Section 2. F

New employees will be introduced to the staff within the first week of their report-for-duty date.

OLD

All employees who are new to a facility will be introduced to the staff.

NEW

All employees who are new to a work unit or office will be introduced to the staff typically within the first week from their report-for-duty date. Such introductions may be conducted in-person, remotely through MS Teams or similar subsequent technology, or a combination of both.

Section 2. O

The Agency will provide duty time for employees to read emails such as Agency transmittals, Human Resource Internal Communications, and PolicyNet transmittal updates.

OLD

NEW

The Agency acknowledges that duty time is appropriate for employees to read Agency transmittals (e.g., Annual Personnel Reminders (APRs), Human Resources Internal Communications (HRICs), PolicyNet transmittal updates).

Section 6. B

When a manager holds a meeting and is aware that the meeting may result in disciplinary action, the manager will inform the employee of the subject matter of the meeting and of their right to have a union representative present.

OLD

When the manager is aware that a meeting may result in disciplinary action, the manager will inform the employee of the general purpose of the meeting. If an employee reasonably believes that the event may result in a disciplinary action against him/her, he/she may request union representation. Once an employee chooses to exercise this right by requesting representation, no further questioning or action will take place until a union representative is present (including via technology), provided no unreasonable delay occurs. The union representative cannot answer for the employee. This does not apply to routine work related conversations.

NEW

When the manager is aware that a meeting may result in disciplinary action, the manager will inform the employee of the general subject matter of the meeting and will inform the employee of his/her/their right to have a union representative present if he/she/they choose(s). This does not apply to routine work-related conversations. If an employee reasonably believes that a meeting with management may result in a disciplinary action against him/her/them, he/she/they may request union representation. Once an employee chooses to exercise this right by requesting representation, no further questioning will take place until a union representative is present (including via technology), provided no unreasonable delay occurs. The union's role is advisory in nature for these meetings. The union representative cannot answer for the employee, nor tell the employee how to respond.

Article 3 Employee Rights

Section 6 E.1

The Union normally will be given at least 2 workdays' notice of formal discussions.

OLD

Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, including those conducted via electronic communication media (e.g., IVT, conference call), between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions to the extent required by law, or any personnel policy or practices or other general condition of employment. The agency will give the designated Union representative sufficient advance notice to exercise its rights under this section.

NEW

Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, including those conducted via electronic communication media (e.g., MS Teams or subsequent successor technology, conference call), between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions to the extent required by law, or any personnel policy or practices or other general condition of employment. The agency will give the designated Union representative sufficient advance notice, normally 2 business days, to exercise its rights under this section.

Section 2 E.3

Employees will be entitled to and informed of their right to union representation when undergoing a fitness for duty exam.

OLD

In all discussions with any management official related to a fitness for duty exam, the employee shall be entitled to Union representation; prior to any discussion, the employee shall be notified of this right and permitted the right of representation in such discussion.

NEW

Article 7 Duration of the Agreement

Section 2 – Duration of the Agreement

OLD

This Agreement will remain in full force and effect for 6 years from its effective date and automatically renew itself from year to year thereafter. However, either party may give written or electronic notice of its intent to add, amend, reopen, modify or terminate existing Articles of the Agreement not more than 120 or less than 90 calendar days prior to the expiration date. Such notice must be accompanied by a list of the Articles that either party intends to add, amend, reopen, modify or terminate. Ground rule negotiations will then begin no later than 30 calendar days after receipt of the notice provided by either party. Ground rule negotiations will be conducted in accordance with Article 4, Section 2.

NEW

The 2019 National Agreement, which would have expired on October 27, 2025, has been extended until October 2029. This Extension broadens the scope of the January 23, 2023 Memorandum of Understanding (MOU), which aimed to increase teleworking flexibility for probationary employees, trainees and those with minor disciplinary issues. No longer limited to just January 2023 -- this Agreement will be in place until October 2029. Teleworking now stands as an option so those undergoing probation, training or minor discipline can essentially work remotely if desired.

The Agency is responsible for ensuring all employees are provided time to attend and complete assigned training.

OLD

The Agency and the Union agree that the training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the appropriate training necessary for the performance of their assigned duties.

NEW

The Agency and the Union agree that the training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the appropriate training necessary for their assigned duties. The Agency is responsible for ensuring that all employees are provided time to attend or complete assigned training.

Section 3. D

The Agency will conduct follow-up surveys normally six (6) months after formal training classes, and results (respondent scores, comments, etc.) will be shared with the Union within 60 days after the administration of the survey.

OLD

At the conclusion of formal, long-term training sessions, participants will be offered the opportunity to evaluate the training based on a survey prepared by the Agency.

NEW

At the conclusion of formal, long-term training sessions, participants will be offered the opportunity to evaluate the training based on a survey prepared by the Agency. The Agency will conduct a follow-up survey, normally six (6) months after the conclusion of the formal training class. Normally, result (respondent scores, comments, etc.) will be provided to the appropriate Union official within 60 days after the administration of each survey.

Section 3. E

Future interactive training models will be subject for UMCC processes under Article 29.

OLD

NEW

The Parties recognize the value of live interactive training classes, as well as interactive elements as part of self-paced training for technical programmatic courses. The Agency continues to utilize and expand two-way meeting technology (e.g., Microsoft Teams) to approximate the live, in-person interactive training experience. The Agency recognizes that the future of interactive, virtual, initial programmatic training (including items such as discussion of ideal class size) will be a subject for pre-decisional involvement (PDI) in Union Management Cooperation Councils under Article 29.

More open solicitation and training of bargaining unit instructors for training classes. Potential “train the trainer” courses for specific components or positions can be addressed under Article 29 UMCC process.

OLD

NEW

Components that routinely utilize bargaining unit employee instructors for extended programmatic training will openly solicit and train qualified employees to serve as trainers/instructors. Solicitations will occur as needed (e.g. in Advance of anticipated training). To be eligible, employees must at least be in a journey-level position for the position they wish to instruct, have at least a Level 3 performance appraisal, and meet other qualification requirements as determined by management. The potential of component and position-specific “train the trainer” courses will be a subject for PDI in Union Management Cooperation Councils under Article 29.

Section 7- IVT

OMITTED

OLD

NEW

IVT consists of a one-way, point-to-multi point satellite video network and interactive distance learning response system that creates a virtual classroom which allows instructors at one site to simultaneously train hundreds of trainees elsewhere. The agency is committed to ongoing evaluation and improvement so that all participants receive effective training. Neither party waives its statutory rights regarding IVT. Management will ensure that employee questions arising from an IVT broadcast will be answered in a timely manner.

Section 4. C

Agency acknowledges that duty time is appropriate for employees to complete and participate in an IDP.

OLD

NEW

Employees may initiate IDPs through their designated management official. The designated management official will, if requested, assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification.

Employees may initiate IDPs through their designated management official. The designated management official will, if requested, assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification. The Agency acknowledges that duty time is appropriate for employees to complete an IDP. Time for approved IDP training activities will be addressed in accordance with Section 8 of this Article.

The Agency will advise employees of their right to request reasonable accommodation with respect to training.

OLD

The Administration will remind employees, at least annually, of the availability of Government-sponsored training programs, the general scope of training, the criteria for approval of training, and the nomination procedures. The Administration agrees to advise individual employees, upon request, of currently available Government-sponsored training courses so as to provide the employee the opportunity to express timely interest. The Agency will provide information via the intranet concerning SSA-sponsored training and educational programs.

NEW

The Agency will remind employees, at least annually, of the availability of Government sponsored training programs, the general scope of training, the criteria for approval of training, the nomination procedures, and advise employees of their right to request a reasonable accommodation with respect to training. The Agency agrees to advise individual employees, upon request, of currently available Government-sponsored training courses so as to provide the employee the opportunity to express timely interest. The Agency will provide information via the intranet concerning SSA-sponsored training and educational programs.

Section 7. F

Management will make every reasonable effort to ensure that the mentoring process is completed without interruption (e.g., scheduling sufficient blocks of time to allow for a mentor and an employee to meet to discuss casework and other work items, sufficient time for a mentor to review an employee's work).

OLD (Sec. 8. F)

Management recognizes the importance of continuity and will make every reasonable effort to ensure that the mentoring process is completed without interruption.

NEW

Management recognizes the importance of continuity and will make every reasonable effort to ensure that the mentoring process is completed without interruption (e.g. scheduling blocks of time to allow for a mentor and an employee to meet to discuss casework and other work items, time for a mentor to review an employee's work).

Section 10

Future career development programs are a subject for agency-wide or component level UMCC meetings under Article 29

OLD

NEW

The Parties recognize that career development programs at the Agency and component levels are appropriate subjects for discussion in Union Management Cooperation Councils under Article 29.

Section 11- Continuing Legal Education

The Agency shall reimburse tuition up to \$200.00 per fiscal year to a GS-0905 attorney for course(s) necessary to satisfy the employees mandatory continuing legal education requirements to maintain a law license. The employee shall submit proof of payment to the Agency for reimbursement. Reimbursement may be delayed until enactment of a full year appropriation.

Reimbursement will begin in fiscal year (FY) 2024. In situations where an employee has an active membership in more than one bar (state, territory or District of Columbia), they may receive reimbursement sufficient to obtain the number of CLE hours necessary to maintain an active membership in the bar with the lesser CLE requirement.

Section 12– Law License Fee Reimbursement

- A. To the extent the Agency or OPM requires a law license in order to be employed as a bargaining unit GS-0905 series attorney, the Agency will reimburse law license fees for one State bar. If the employee is licensed in more than one State, the Agency will reimburse the law license fee for the State with the lowest law license fee amount.
- B. Each year, employees may submit law license reimbursement requests on a rolling basis as the employee pays his, her, or their dues for professional law licenses. Reimbursement may be delayed until enactment of a full year appropriation. Reimbursement will begin in FY 2024.
- C. To be eligible for law license fee reimbursement, the requestor must be a bargaining unit GS-0905 attorney at the beginning of the period covered by the law license and on the date requesting reimbursement. The employee must remain employed with SSA for the duration of the licensing period for which the employee received reimbursement or may be subject to the recovery of funds, at a pro-rated amount.
- D. All GS-0905 attorneys seeking reimbursement for a bar law license must annually provide documentation that they maintain active legal licensure in one or more U.S. jurisdictions. Reimbursement will be made upon receipt of proof of payment and consistent with other legal and fiscal requirements.
- E. Qualified bargaining unit GS-0905 attorneys are eligible for reimbursement of up to \$300 of their individual annual law license fees each year. Law license fees paid on a bi-annual or triannual basis shall be reimbursed up to \$600.00 or \$900.00, respectively.

Improvements to the lactation program section, including spaces must be shielded from view by video recording devices, and management will provide space with a lockable door and avoid using space that contains equipment like copiers, printers, etc. space will be cleaned daily.

OLD

To the extent required by law, a lactating mother must be granted reasonable time to express breast milk for her nursing child each time she has a need to do so. This may include rest/break periods, meal periods, changes in work schedules/shifts, the ability to flex out, the use of annual leave, LWOP, credit hours, compensatory time, or other arrangements as appropriate.

If requested, Management may grant extensions of rest/break times or the meal period for up to a total of 15 minutes per day for mothers to express breast milk. As an exception to the provisions of Article 10, Appendices A and B, nursing mothers in field offices and teleservice centers may request to flex out at times during the workday in addition to the meal period in order to express breast milk.

Management will provide a private place, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. This onsite, private location, should afford a comfortable environment for the nursing mother and contain a small table, a comfortable chair, and one electrical outlet. There should be a sink nearby if one is not located in the room.

Employees will not be required to sign an SSA Lactation Program Agreement to use agency space for lactation purposes. However, employees may be requested to sign an acknowledgement statement regarding use of an agency health unit facility for lactation purposes.

Employees who wish to express breast milk at the workplace will be informed of these provisions.

NEW

The Parties agree to provide support for lactating employees. To the extent required by law, a lactating employee must be granted reasonable time to express breast milk for the employee's nursing child each time the employee has a need to do so. This may include rest/break periods, meal periods, changes in work schedules/shifts, the ability to flex out, the use of annual leave, LWOP, credit hours, compensatory time, or other arrangements as appropriate.

If requested, Management may grant extensions of rest/break times or the meal period for up to a total of 15 minutes per day for employees to express breast milk. As an exception to the provisions of Article 10, Appendices A and B, nursing employees in field offices and teleservice centers may request to flex out at times during the workday in addition to the meal period in order to express breast milk. Management will provide a private place, other than a restroom, that is shielded from view (including from video recording devices) and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. This onsite private location should afford a comfortable environment for the nursing employee and contain a small table, a comfortable chair, and one electrical outlet. To the extent feasible, Management will provide space with a lockable door and avoid assigning a space that contains high-traffic equipment like copiers, printers, etc. There should be a sink nearby if one is not located in the room. For each Agency facility lacking a dedicated refrigerator for storing expressed milk, upon request, the Agency will provide one "mini-fridge" per site, for dedicated storage of expressed milk. The "mini-fridge" may be used for other storage when not in use for this purpose. Normally, the "mini-fridge" will be located within the dedicated lactation space. The space will be cleaned daily in accordance with existing office cleaning procedures.

Employees will not be required to sign an SSA Lactation Program Agreement to use Agency space for lactation purposes. Employees may be requested to sign an acknowledgement statement regarding use of an Agency health unit facility for lactation purposes.

Employees who request to express breast milk at the workplace will be informed of these provisions.

OLD

- A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse action.
- B. If the Agency conducts an investigation, the Union's right to be present will be in accordance with 5 USC 71 and Article 3 of this Agreement.

NEW

- A. The Agency may conduct an investigation prior to proposing any disciplinary or adverse action.
- B. If the Agency conducts an investigation, the Union's right to be present will be in accordance with 5 USC 7114(a)(2)(B) and Article 3, Section 6 of this Agreement.
- C. Weingarten investigations will be initiated timely after the alleged offense was committed, made known to the appropriate Agency official, or referred (e.g. at the conclusion of other formal investigations by the Office of the Inspector General (OIG), Office of Special Counsel (OSC), and the Agency anti-harassment program), to the appropriate Agency official.
- D. The Agency shall provide its Weingarten investigation summary notes to the employee and, if represented, the employee's representative as soon as possible after the investigation meeting.

Section 10– Temporary Compassionate Assignments

OLD

Employees may request an assignment to another SSA facility in a different geographic location for up to 60 days based on a temporary personal situation (e.g., illness of parent, etc.). The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s) for the assignment, and the anticipated length of the assignment. Assignment approval is at the discretion of management. The Agency will incur no costs from temporary compassionate assignments. An employee may request additional time under these same conditions.

NEW

Employees may request an assignment to another SSA facility in a different geographic location, a temporary residence other than the employee’s Article 41 approved Alternative Duty Station (ADS) in a different geographic location, or, their current Article 41 ADS, for up to 60 days based on a temporary personal situation (e.g., illness of parent, etc.) outside of the employee’s control. “Different geographic location” is defined as being outside the two-hour commuting area. The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s), the ADS, or temporary residence, for the assignment, and the anticipated length of the assignment. Management may require additional documentation regarding the nature of the temporary personal situation. Assignment approval is at the discretion of Management. The Agency will incur no costs from temporary compassionate assignments. An employee may request additional time under these same conditions.

Section 11– Virtual Details

OLD

NEW

Virtual details will be addressed in accordance with this section, except virtual details in the Office of Hearings Operations (OHO) which are handled in accordance with the Virtual Assignment MOU between AFGE Council 215 and OHO dated August 22, 2022.

A virtual detail is a temporary assignment of an employee to perform the duties of a different position or function without physically reporting to the duty station of the detail. During a virtual detail, the employee remains stationed at their permanent duty station and, if applicable, their alternate duty station, while performing the work of the component/installation/work unit to which they are detailed. An employee on a virtual detail is expected to return to their permanent position at the end of the detail.

When Management determines a detail can be performed virtually, management will state the option of a virtual detail in the posting. Virtual details under this section will be handled in accordance with Articles 26 and 27, as applicable.

In the event the Agency makes changes to conditions of employment regarding expansion of non-OHO virtual details, the Agency will provide notice and bargain to the extent required by 5 U.S.C. 71.

Article 29 Union Management Cooperation Councils (UMCCs)

Union-Management Meetings-OLD

The Deputy Commissioner for Human Resources or designee and appropriate staff members shall meet with representatives of the American Federation of Government Employees six times a year. Two of these National meetings will be conducted face-to-face at SSA headquarters. The other four will be conducted via technology. The meetings will be attended by up to six (6) AFGE representatives.

These meetings shall be to exchange information and discuss issues dealing with personnel practices and procedures, matters affecting working conditions and other appropriate subjects. Individual grievances, complaints or any other issue in a formal appellate procedure will not be a subject of discussion at these meetings.

These meetings will be held on the first Tuesday of the month from 1 PM Eastern Time to 4 PM Eastern Time. The parties will mutually agree on the months for the two face-to-face meetings that will occur each fiscal year. For the two face-to-face meetings, the Agency will pay travel and per diem for 3 Union representatives. All six Union

representatives, who would otherwise be in duty status, will be granted time in accordance with the provisions in Article 30.

Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe will result in cancellation of the meeting.

The same AFGE representatives on travel status (three total) for the two face-to-face National Union-Management Meetings are also authorized an additional day of travel and per diem in order to attend a General Committee meeting which is held the day after the National Union-Management Meeting. Time for these General Committee meetings will be handled in accordance with Article 30. Travel days for those attending the face-to-face meetings will be Monday and Thursday.

Union-Management Cooperation Councils-NEW

In the spirit of Executive Orders 14003 and 14025 and related guidance and recommendations, as well as the President's Management Agenda, which promote greater cooperation between labor and management, SSA and AFGE agree to establish the following Agency-level Union-Management Cooperation Councils (UMCCs) between AFGE and SSA. Should Executive Orders 14003 or 14025 be rescinded, this Article will immediately revert to the previous 2019 version.

Section 1. PURPOSE

The UMCCs are intended to design, implement, and maintain within SSA a cooperative constructive working relationship between labor and management at the agency to improve the productivity and effectiveness of the Federal Government. Pre-decisional involvement (PDI) at the UMCCs occur at the level of recognition (i.e. the six (6) National Level UMCCs). PDI does not waive management's statutory right to make decisions under 5 USC 71, nor does it waive AFGE's right to engage in bargaining prior to implementation to the extent required by 5 USC 71 and if applicable, Article 4 of the SSA-AFGE National Agreement.

Section 2. OBJECTIVES

Normally, discussions within the UMCCs will be guided by the following principles:

- A. Cooperation
- B. Mutual respect
- C. Trust
- D. Transparency and open communication
- E. Efficiency
- F. Consideration of each other's views and interests, and
- G. Good faith commitment to incorporating input on issues where accepted by Management

Section 3. DEFINITION

The basic principles of PDI are as follows:

- A. The pre-decisional process begins early enough to incorporate meaningful involvement.
- B. Discussion and consideration of each party's needs and interests
- C. Where not prohibited by law, Management will provide adequate information to the
- D. union regarding mutually acceptable PDI subjects.

Article 29 Union Management Cooperation Councils (UMCCs)

Union-Management Cooperation Councils-NEW

- E. Some subjects may not be appropriate for PDI, due to their confidential or sensitive nature.

Section 4. STRUCTURE

- A. UMCCs will normally be comprised of the Deputy Commissioners, or designees for, Human Resources, Operations, Hearings Operations, Analytics, Review, and Oversight (or any appropriate combination thereof depending upon agenda subjects), and appropriate necessary staff members, and shall collectively meet with twelve (12) representatives of the American Federation of Government Employees six (6) times a year. Each meeting may also be attended by a rotating Deputy Commissioner or designee from the remaining headquarters components as appropriate based on the agenda. Four (4) of the meetings will be held via MS Teams or similar meeting technology. Two (2) of the National UMCCs will be held in-person at SSA Headquarters in Woodlawn. Consistent with the Federal Travel Regulation (FTR), the Agency will pay for travel and per diem for up to six (6) union participants to attend the in-person meetings. For any in-person meeting, participants may opt to attend virtually through the use of MS Teams or similar meeting technology.
- B. One member from each side shall serve as co-chairs.
- C. The Parties will appoint note-takers for each meeting and notes from prior meetings will be shared prior to subsequent meetings.
- D. These meetings will be held on the first Tuesday of the month from 10 AM Eastern Time to 4 PM Eastern Time. Dates/times may be changed by mutual agreement.
- E. All participating Union representatives, up to twelve, who would otherwise be in duty status, will be granted official time in accordance with the provisions in Article 30.
- F. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.
- G. During the initial UMCC sessions, the Parties will develop metrics for evaluating the extent to which the UMCC's activities improve delivery of services and products to the public, cut costs, and advance

employee interests. The Parties will also measure the outcome of any accepted PDI input based upon these same criteria. Development of the metrics for prospective PDI subjects will not impede PDI on the subjects previously agreed to in the Sidebar to this Article.

Section 5. PDI Procedures

PDI at UMCCs will operate as follows:

- A. PDI subjects may be proposed by either Party for consideration. The Parties must jointly agree on PDI subjects. The co-chairs will agree on which available PDI subject will be addressed 60 days in advance of the first scheduled UMCC. Subsequent UMCCs will conclude with mutual agreement of what PDI subject will be addressed at the next scheduled meeting. In the event the Parties do not jointly agree on PDI subjects, the meeting may be deferred by mutual agreement or may be limited to discussion topics in accordance with Section 4F.
- B. As part of the Parties' consideration of a proposed PDI subject, the Parties will identify appropriate metrics for the proposed subject, in accordance with Section 4G, above.
- C. Once the PDI topic is mutually agreed upon, the Agency will provide the union information and/or a briefing on the PDI subject to the extent needed for the union to provide meaningful input. Briefings will be provided within the confines of the scheduled UMCCs.
- D. PDI will occur within the scheduled UMCCs. The Union will provide pre-decisional input on the approved subject at the scheduled UMCC. Union input that is adopted by management, will be reduced to writing. Such PDI documentation of management's intent will not constitute collective bargaining agreements under 5 U.S.C. 71 due to their pre-decisional nature. During the given UMCC where PDI occurs in accordance with 5A, above, to the extent possible, Management will explain why they are unable to adopt certain items of union input.
- E. After Management has made a final decision on the subject, incorporating mutually agreeable input from the Union, if appropriate, the Agency will provide formal notice to the Union and bargain to the extent

Article 29 Union Management Cooperation Councils (UMCCs)

Union-Management Cooperation Councils-NEW

- required by 5 USC 71.
- F. The decision is implemented.
 - G. Pre-decisional involvement does not mean co-management.
 - H. Subjects covered by the Parties CBA, as defined by Federal Labor Relations (FLRA) case law, are not appropriate subjects for PDI, with the exception of subjects noted in this Agreement as appropriate for PDI under this Article.
 - I. I. The Parties will not discuss active grievances, unfair labor practices, litigation, local concerns, or ongoing negotiations (term or mid-term), but rather systemic subjects.

Section 6. Component Level Meetings

- A. In addition to the National Level UMCCs, the Parties will hold component level UMCC meetings as follows:
 1. DCO and AFGE Council 220
 2. DCO and AFGE Council 109
 3. DCHO and OAO and AFGE Council 215
 4. DCARO and AFGE Council 224
 5. DCO and AFGE Local 2809
 6. HQ components and AFGE Local 1923

Each component UMCC shall meet four (4) times per year, but not during weeks in which the National UMCC is meeting. Each meeting will be attended by the component Deputy Commissioner or designee, and appropriate necessary staff members. The Union will be represented by up to six (6) union officials. These meetings will be

conducted via technology. These meetings will be scheduled by mutual agreement and will typically be conducted from 1 PM Eastern Time to 4 PM Eastern Time. PDI is limited to National Level UMCCs. Component level meetings may be deferred by mutual agreement.

- B. These component meetings shall be to exchange information and discuss issues dealing with personnel practices and procedures, matters affecting working conditions and other appropriate subjects. Individual grievances, complaints or any other issue in a formal appellate procedure will not be a subject of discussion at these meetings.
- C. Matters proposed for discussion by either party will be forwarded to the other party at least fourteen (14) calendar days prior to these meetings. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.

Section 7. Training

The Parties agree to jointly reach out to the Federal Mediation and Conciliation Service (FMCS) and schedule relationship training between the UMCC parties. As the Agenda item for a one-time additional scheduled National UMCC under this article, the Parties will participate in a virtual relationship-building training, with curriculum and instruction provided by FMCS.