

MEMORANDUM OF UNDERSTANDING

EPISODIC TELEWORK and SPLIT DAYS

This Memorandum of Understanding ("MOU") is made by and between the American Federation of Government Employees SSA General Committee ("Union" or "AFGE") and the Social Security Administration ("SSA" or "Agency"), jointly the "Parties," regarding episodic telework and split days between the official duty station ("ODS") and the alternate duty station ("ADS"). By entering into this MOU, neither party waives any rights under 5 U.S.C. 71 or the current SSA-AFGE National Agreement ("National Agreement"). This MOU will be in force through the life of the extended 2019 SSA-AFGE National Agreement.

1. Instead of the existing language in Article 41, Section 2.J of the National Agreement, the parties agree to abide by the following:

"Employees may request to telework on a temporary basis for projects, or on routine workloads if due to personal circumstances, on a case-by-case basis. The request is subject to management approval. Assuming all eligibility criteria are met, denials will only be for bona fide operational needs. It is anticipated that instances of episodic telework will be infrequent, based upon unique workload needs of the agency or due to the personal circumstances of the requesting employee, and limited in duration. Management will provide the employee with a specific reason for any denied request in writing."

2. Instead of the existing language in Article 41, Section 5.B.2 of the National Agreement, the parties agree to abide by the following:

"Employees may request at any time to participate in episodic telework as described in Section 2. Employees not previously approved to telework may request to do so by electronically submitting a Telework Program Request and Agreement consistent with PPM S650_1. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the specific reasons for the denial on the telework request form. Depending on the nature of the assignment and employees' personal circumstances, employees may be approved to work episodic telework up to five days per week at the ADS."

3. Instead of the existing language in Article 41, Section 6.C of the National Agreement, the parties agree to abide by the following:

"Employees may split a workday between the ADS and the ODS with the approval or at the direction of management. Upon request, management will explain to employees the basis for denying their request(s) to split a workday.

When employees request to split a workday between the ADS and the ODS, the commute between the ADS and ODS is normal commute time (i.e., the employee is not on duty time). If an employee is directed to split a workday by management, the commute between locations will be duty time."

4. This MOU will be effective upon completion of agency head review as set forth in 5 U.S.C. § 7114(c).

FOR THE UNION

Jessica Lapointe

Rich Couture

Beverly Parks

Barri Sue Bryant

Shelley Washington

Debbie Glenn

FOR THE AGENCY

Eddie Taylor

John Kuhn

Jonathan Walters