

SSA GENERAL COMMITTEE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

Representing 35,000 SSA employees across the nation, Puerto Rico and Pacific Islands

VIA ELECTRONIC MAIL

October 6, 2026

To: Eddie Taylor
Associate Commissioner
Office of Labor-Management and Employee Relations
Social Security Administration
6401 Security Blvd.
Baltimore MD 21235
Eddie.Taylor@ssa.gov

From: Rich Couture
Spokesperson
SSA General Committee
American Federation of Government Employees, AFL-CIO (“AFGE”)

RE: **National Level Union Management Grievance against the Social Security Administration for its Violation and Repudiation of Article 10, Sections 5 and 6 and Related Provisions of the 2019 SSA/AFGE National Agreement Regarding Flexible 5/4/9 and 4/40 Work Arrangements**

STATEMENT OF CHARGES

Pursuant to the provisions of Article 24, Sections 10 and 14 of the National Agreement Between the Social Security Administration and the American Federation of Government Employees (2019) (“National Agreement”), the American Federation of Government Employees (“the Union”) is filing this National Level Union Management Grievance (“UMG”) against the Social Security Administration (“SSA” or “Agency”) for violating and repudiating the flexible 5/4/9 and 4/40 work arrangement provisions of Article 10, Sections 5 and 6 and related provisions in the appendices of Article 10 of the 2019 National Agreement.

SSA’s conduct is violative of numerous articles of the National Agreement including, but not limited to, Articles 1, 3, 7, and 10. Furthermore, SSA’s conduct is violative of 5 U.S.C. § 7116(a), and any and all other relevant articles, laws, regulations, and past practices not herein specified.

STATEMENT OF THE CASE

On October 5, 2026, SSA transmitted the following email to all agency employees:

A Message to SSA Employees

Subject: **Ending** Alternative Work Schedules

Effective Monday, November 16, 2026, SSA **is ending** alternative work schedules (AWS), including 4/10 and 5/4/9 schedules, agency wide. All employees will transition to a standard five-day workweek.

The American people depend on SSA to deliver on its mission every day, and that mission depends on a workforce that is present and available throughout the week. AWS, which allow employees to complete their work hours in fewer than five days, reduce staffing on the days employees are off. The cumulative effect across the agency is significant and impacts our service to the public. Every SSA employee, whether or not they work directly with the public, is part of how we deliver on our mission. A consistent five-day workweek strengthens our ability to deliver the service the public expects.

Employees currently on a 4/10 or 5/4/9 schedule may continue that schedule until Friday, November 13th. After that date, all employees will work a five-day schedule beginning November 16th. Instructions will be forthcoming on how to ensure employees are transitioned to the standard work schedule timely.

Thank you for your professionalism and your commitment to the public we serve.

Florence Felix-Lawson
Chief Human Capital Officer

(Emphasis mine.)

The email clearly states that the Agency is “ending” 5/4/9 and 4/10¹ schedules, meaning that such schedules are eliminated permanently. The email also shows that the blanket decision to eliminate 5/4/9 and 4/40 schedules is based on a vague, unsubstantiated “cumulative effect” upon public service agency-wide, rather than a narrowly tailored determination made at the local office level after consideration of bona fide operational needs, as required by Article 10, Section 6.A of the contract. The Agency’s email falsely implies, without evidence, that employees who work a flexible work schedule are a detriment to public service.

The Agency’s email also creates a false impression that much, if not most, of the Agency works a 5/4/9 or 4/40 schedule, when the reality is that the overwhelming majority of AFGE bargaining unit employees already work a regular five-day-per-week schedule because of existing contract provisions and personal choice. For example, public-facing field offices and hearing offices must have a minimum staffing level to be eligible for 5/4/9 or 4/40

¹ 4/10 schedules are referred to as 4/40 schedules in Article 10 of the SSA-AFGE National Agreement. “4/10” refers to the number of days per week worked (4) and the number of hours each day (10), while “4/40” refers to the number of days worked per week (4) and the total number of hours worked per week (40). In practice, these terms are synonymous and interchangeable.

arrangements.² Also, public-facing components like field offices, hearing offices, and teleservice centers cap the number of employees who can be “off work” for their scheduled 5/4/9 or 4/40 non-workdays to a certain percentage of an office’s position groupings, though management has discretion to approve over that cap. For example, only 5 percent of a teleservice center’s customer service representatives could have their 5/4/9 non-workday on a Monday, unless management exercised its discretion to approve more. Non-public-facing components, such as Headquarters, Payment Centers, and Regional Offices, are not subject to similar limitations because their workloads are generally able to be performed with greater flexibility in scheduling.

The Agency’s conduct is unlawful for the reasons stated herein and below.

1. The Agency Repudiated Article 10, Sections 5 and 6 and Related Provisions of the National Agreement

Article 10, Section 5 provides general procedures and arrangements for employees requesting and using flexible 5/4/9 and 4/40 work arrangements. Article 10, Section 6 governs the procedures and arrangements for suspensions of flexible 5/4/9 and 4/40 work arrangements. The appendices to Article 10 contain component-specific procedures and arrangements for flexible 5/4/9 and 4/40 work arrangements.³ The Agency’s October 5, 2026 email very clearly stated that the Agency will be “ending” flexible 5/4/9 and 4/40 work arrangements, thereby permanently eliminating these schedules regardless of longstanding contract provisions providing such flexibilities to employees. The Agency cannot claim that this was a mere suspension because the email’s choice of verbiage proves the Agency’s intent to permanently end flexible 5/4/9 and 4/40 work arrangements, and because the Agency did not follow Article 10, Section 6. In so doing, the Agency has repudiated these provisions of Article 10.

The Agency’s decision to repudiate Article 10 is violative of Article 7 of the National Agreement. Article 7, entitled “Duration of Agreement” indicates that the National Agreement is effective until October 25, 2029. Article 7, Section 3, entitled “Reopener” provides that “[n]egotiations during the term of [the] Agreement to add to, amend or modify [the] Agreement may be conducted **only** by mutual consent of the parties.” (emphasis added). The Union has not agreed to modify any provisions of Article 10.

Additionally, the Agency has violated Article 3, Section 2.A because its repudiation of Article 10 constitutes unfair and inequitable treatment of AFGE bargaining unit employees by depriving them of flexible 5/4/9 and 4/40 work arrangements, which is an aspect of personnel management.

2. The Agency Committed Unfair Labor Practices Under 5 U.S.C. §§ 7116(a)(1), (5), (7), and (8) and in Violation of Article 1 of the National Agreement

² See Article 10, Appendix A, Section 6 and Article 10, Appendix D, Section 5.C, respectively.

³ See, e.g., Article 10, Appendix A, Sections 6, 7, 8, and 9; Appendix B, Section 4; Appendix C, Section 6; Appendix D, Sections 5 and 6; Appendix E, Section 5; Appendix F, Section 3; and Appendix G, Section 5.

Article 1, Section 1 of the National Agreement requires that the Agency comply with applicable federal statutes and regulations in the administration of matters covered by the National Agreement. The Agency's unilateral decision to repudiate the provisions of Article 10 is an unfair labor practice, in violation of 5 U.S.C. §§ 7116(a)(1), (5), (7), and (8) of the Statute. Indeed, it is an unfair labor practice for an agency to repudiate a negotiated agreement. United States Department of Justice, Federal Bureau of Prisons and AFGE Local 3935, 68 FLRA 125 (2015). Therefore, in repudiating the provisions of Article 10, the Agency has committed an unfair labor practice. Because the Agency violated 5 U.S.C. § 7116, as set forth above, the Agency also failed to comply with Article 1, Section 1.

Violations

By failing to fulfill its obligations, the SSA violated, and continues to violate, the following:

- Article 1, Section 1 requiring the Agency to comply with federal law and regulations;
- Article 3, Section 2.A requiring the Agency to treat all employees fairly and equitably in all aspects of personnel management, including flexible 5/4/9 and 4/40 work arrangements;
- Article 7, Section 2 requiring the Agency to comply with the National Agreement until a new term agreement is negotiated;
- Article 7, Section 3 requiring that any modifications during the term of the agreement be conducted in negotiations only by mutual consent of the parties;
- Article 10, Sections 5 and 6, and the related sections in the Appendices, requiring the Agency to offer flexible 5/4/9 and 4/40 work arrangements to AFGE bargaining unit employees consistent with those provisions.
- 5 U.S.C. §§ 7116(a)(1), (5), (7), and (8) by repudiating the above-listed provisions of Article 10;
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

Remedy Requested

The Union asks that, to remedy the above situation, the SSA do the following:

- To fully comply with its contractual obligations under Articles 1, 3, 7, and 10 and its statutory obligations under 5 U.S.C. §7116(a);
- A status quo ante remedy requiring SSA to restore all provisions of the National Agreement, rescind any changes made, and make the Union and all impacted employees whole;
- To make-whole any AFGE Council, Local, or bargaining-unit employee affected by the Agency's violation and repudiation of Article 10;
- To distribute an electronic notice posting to all bargaining-unit employees concerning the Agency's violations of the Statute;
- That the Agency pay for all attorney's fees associated with adjudicating the grievance; and,
- To agree to any and all other remedies appropriate in this matter.

In accordance with Section 10 of Article 24 of the SSA/AFGE National Agreement, the Union, as the grieving party of the attached grievance, waives the meeting/discussion that is

required to occur within 10 working days of the Agency's receipt of the grievance. As a result of the waiver of this meeting/discussion, the Union expects to receive a decision of this grievance within 10 working days from today.

Signed,

/s/ Rich Couture

Rich Couture

SSA General Committee Spokesperson

American Federation of Government Employees, AFL-CIO

Richard.couture@ssa.gov

STATEMENT OF SERVICE

I hereby certify that a true copy of this grievance was served upon the above addressee via electronic mail on this date.

/s/ Rich Couture

October 6, 2026