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Article 3

Employee Rights

Section 1. Right to Unionism

Each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under law, such right includes the right:

- to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- to engage in collective bargaining with respect to conditions of employment through representatives.

For purposes of the 2010 National Agreement (or year agreed to), the term union representative, union officer, union steward, designated official time

23 **user, or any other like title related to the union, means a current SSA**
24 **bargaining unit employee authorized to use official time per Article 30.**

25

26

27 Section 2. Personal Rights

28

29 A. All employees shall be treated fairly and equitably in all aspects of personnel
30 management and without regard to political affiliation, race, color, religion,
31 national origin, sex, sexual orientation, marital status, age, parental status or
32 disabling condition, and with proper regard and protection of their privacy and
33 constitutional rights.

34

35 The parties agree that in the interest of maintaining a congenial work
36 environment, Agency employees will deal with each other in a professional
37 manner and with courtesy, dignity, and respect. To that end, all Social Security
38 employees should refrain from coercive, intimidating, loud or abusive behavior.

39

40 B. The Employer agrees to annually inform employees of their rights under 5 U.S.C.
41 7114(a)(2)(B) through an electronic transmission which contains a link to the
42 OPE Web site. During his/her initial orientation, each employee will be provided
43 with a copy of Weingarten rights in the orientation package.

44

45 C. SSA will make every reasonable effort to continue existing arrangements /
46 accommodations for the secure storage of appropriate personal belongings. Any
47 search of these accommodations must be done in compliance with applicable
48 Agency-wide procedures/policies. If the Agency decides to modify existing
49 Agency-wide procedures/policies, it will provide appropriate notice to the union
50 and the opportunity to bargain to the extent required by 5 USC Chapter 71.
51 When new furniture is installed, the furniture will contain lockable, secure space
52 for the storage of personal belongings.

53

54 **D. Management will make reasonable efforts to provide in-office security to**
55 **protect employees' personal belongings. Employees will exercise**
56 **reasonable care to protect their personal belongings and will minimize the**
57 **number of personal items brought to the office. Upon request, management**
58 **will instruct employees on filing a claim for reimbursement under 31 U.S.C.**
59 **3721 and will make forms available in case of loss.** (Moved and revised from
60 Section 2, F.)

61

62 **D. E**

63

64 1. SSA will make every reasonable effort to conduct discussions between
65 supervisors and employees, other than routine work related conversations,
66 in private.

67

68 2. If an employee is to be served with a warrant or subpoena, it will be done in
69 private to the extent that the Employer has knowledge of and can control the
70 situation.

71

72 3. In all discussions with any management official related to a fitness for duty
73 exam, the employee shall be entitled to Union representation; prior to any
74 discussion, the employee shall be notified of this right, given an opportunity
75 to contact and discuss the matter with his/her Union representative, and
76 permitted the right of representation in such discussion.

77

78 E. F. All employees who are new to a facility will be introduced to the staff during
79 the first week, or shortly thereafter, they report for duty.

80

81 ~~F. Management will make reasonable efforts to provide in-office security to protect~~
82 ~~employees' personal belongings. Employees will exercise reasonable care to~~
83 ~~protect their personal belongings and will minimize the number of personal items~~
84 ~~brought to the office. Upon request, management will instruct employees on filing~~
85 ~~a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in~~
86 ~~case of loss. (Moved and revised to Section 2, D)~~

87

88 G.

89

90 1. An employee's decision to resign or retire (if eligible for optional retirement)
91 shall be made freely and in accordance with law, including prevailing
92 regulations.

93

94 2. If an employee is facing removal or termination, the employee may resign,
95 freely and in accordance with law, including prevailing regulations, any time
96 prior to the effective date. An employee may withdraw his/her resignation
97 prior to the effective date, as long as the position is uncommitted or
98 unencumbered.

99

100 H. The Employer will continue to provide retirement planning information to
101 bargaining unit employees who are within twelve (12) months of retirement
102 eligibility. Such information may include, but is not necessarily limited to,
103 individual counseling, elder care assistance, retirement materials, legal services
104 counseling, life and medical insurance counseling, etc. When in-person seminars
105 are not available (e.g., certain field components not located within a metropolitan
106 area), the Agency will continue to make retirement information available to
107 employees within 12 months of retirement eligibility through videotapes, other
108 available technology, live broadcasts and/or live interactive telecasts on the SSA
109 National Satellite Network.

110

111 I. Health Insurance Plan Information

112

113 1. The Administration agrees to provide bargaining unit employees with
114 information on open enrollment periods and, upon request, information on the
115 various types of health plans available to employees. **(Moved from Article 11,**
116 **Section 12)**

117

118 2. The agency will continue to provide information on health care providers on the
119 SSA Intranet. **(Moved from Article 11, Section 12)**

120

121 **I.J.** Complaints to management about an employee from members of the public or
122 co-workers shall be brought to the attention of the employee as soon as possible.

123

124 **J.K.** Employees shall have the right to direct and fully pursue their private lives,
125 personal welfare, and personal beliefs without interference, coercion or
126 discrimination at the worksite, and without imposition of discipline or adverse
127 action unless such pursuit impairs the efficiency of the service.

128

129 **K.L.** Management may not discipline an employee who refuses to obey an order
130 that is found to be unlawful or illegal.

131

132 ~~L.M.~~ In accordance with existing statutes and regulations employees have the right
133 to present their personal views to Congress, the Executive Branch or other
134 authorities without fear of penalty or reprisal.

135

136

137 Section 3. Whistle-Blower Protection

138

139 Management recognizes the right of every bargaining unit employee to be free from
140 reprisal for the lawful disclosure of information which the employee reasonably
141 believes evidences a violation of any law, rule or regulation, gross mismanagement,
142 a gross waste of funds, an abuse of authority, or a substantial and specific danger to
143 public health or safety, unless the disclosure is specifically prohibited by law.

144

145 The Employer will annually provide employees with an electronic link to the U.S.
146 Office of Special Counsel (OSC) web site which contains forms and information for
147 filing a disclosure. The OSC receives and evaluates whistleblower disclosures.

148

149

150 Section 4. Official Records and Files in General

151 A.

152 1. No personnel record may be collected, maintained, disclosed, or retained
153 except in accordance with law, government-wide regulations, ~~SSA~~
154 ~~Personnel Policy Manual S293~~ **agency policy** and this agreement. If the

155 Agency initiates changes to ~~SSA Personnel Policy Manual S293~~ or other
156 **agency** policy that affects official records or files, it will provide appropriate
157 notice to the Union and the opportunity to bargain to the extent required by
158 5 USC Chapter 71. All personnel records are confidential and must be
159 retained in a secure location, at the employee's permanent duty station.
160 Official personnel folders may be located at certain administrative centers.

161

162 2. All policies on the maintenance of personnel records, record keeping
163 standards, and special safeguards for automated and/or electronic records
164 will be followed in accordance with applicable law and regulation.

165

166 3. An employee has the right to be informed about records that are maintained
167 about him or her and are filed, in a system of records that is personally
168 identifiable, that are not legally prohibited from disclosure. Upon request, an
169 employee may also see such records that are not legally prohibited from
170 disclosure and have a copy made of them. The Employer will provide an
171 annual notice by electronic medium to each employee regarding these
172 rights.

173

174 B.

175 1. Employees and/or their authorized representatives shall have the right and
176 be granted a reasonable amount of duty time (employee) or official time
177 (authorized Union representative) to examine any of their personnel records

178 in **accordance with agency policy** ~~the presence of a management official.~~

179 The employee shall have the right to prepare and enter on the record, while
180 on duty status, a response to material placed in such records.

181

182 **2. Employees will be advised how to access their official personnel**
183 **folder and obtain a copy of any material contained therein.**

184 ~~Employees will be allowed to enter into their SF-7B file or electronic~~
185 ~~equivalent, additional information or documents, within reason, that are~~
186 ~~appropriate, relevant, work related and that are not in violation of law or~~
187 ~~government-wide rules or regulations. If the Agency decides to implement~~
188 ~~an electronic equivalent to the SF-7B file, it will provide appropriate notice to~~
189 ~~the Union and the opportunity to bargain to the extent required by 5 USC~~
190 ~~Chapter 71. (Moved to Section 5, D.)~~

191

192 C. Access to personnel records of the employee by the employee and/or the
193 authorized representative normally shall be granted within two (2) working days
194 of the request if such records are maintained on the premises in which the
195 employee is located and are immediately available. If the records are not so
196 maintained as available, the Employer will initiate prompt action to obtain the
197 records from their location.

198

199 D. Personal notes pertaining to an employee not qualifying as a system of records
200 under the Privacy Act may only be kept and maintained by and for the personal

201 use of the management official who wrote them. Such notes will not be disclosed
202 to anyone. These notes must be maintained in a secure location. Personal
203 notes shown or circulated to anyone must be maintained in accordance with this
204 Section. These personal notes or memory joggers will not be used to circumvent
205 timely disclosure to an employee, nor may they be used to retain information that
206 should properly be contained in a system of records such as the SF-7B file. The
207 personal notes will be kept or destroyed as the manager who wrote them sees fit.
208 If any of these conditions are broken, these personal notes are no longer mere
209 extensions of the supervisor's memory and become records subject to the
210 Privacy Act.

211

212 If a memory jogger is maintained in electronic form, such a record will only be
213 kept on a portable electronic medium which is solely under the control of the
214 management official who created it. The portable electronic medium will be
215 locked in a secure storage area with access limited to the management official
216 who created the record.

217

218

219 Section 5. SF-7B Extension File

220

221 A. Except as specifically authorized by this agreement, the SF-7B Extension File or
222 electronic equivalent, is the only authorized file for personnel records, which may
223 be maintained by a supervisor, other than the official personnel folder.

224

225 B. The file will be screened and purged, normally in February, but in any case no
226 later than March each year and outdated material shall be removed and returned
227 to the employee.

228

229 C. Records shall be retained only as long as such administrative need exists, but
230 normally no longer than 1 year.

231

232 D. Employees shall be advised of the nature, **location** and purpose of their ~~official~~
233 ~~personnel folder~~, SF-7B Extension File or electronic equivalent, ~~and their~~
234 ~~locations~~. Employees shall be notified and given a copy of any material placed in
235 the SF-7B Extension File or electronic equivalent within three (3) working days.
236 ~~Employees may review their Official Personnel File and request a copy of any~~
237 ~~material therein~~. Employees should acknowledge receipt by signature. It is
238 understood such acknowledgment does not constitute agreement with the
239 contents. It is understood an employee may request and, within reason, receive
240 additional copies at any time.

241

242 Employees will be allowed to enter into their SF-7B file or electronic equivalent,
243 additional information or documents, within reason, that are appropriate, relevant,
244 work related and that are not in violation of law or government-wide rules or
245 regulations. If the Agency decides to implement an electronic equivalent to the
246 SF-7B file, it will provide appropriate notice to the Union and the opportunity to

247 bargain to the extent required by 5 USC Chapter 71. **(Moved from Section 4, B,**
248 **2)**

249

250 Section 6. Representational Rights

251

252 A. If the employee wishes to discuss a problem or potential grievance with a Union
253 representative, the employee shall have the right to contact and meet with the
254 Union representative on duty time. The employee will be released from duties to
255 contact and meet with the Union representative when he/she requests to
256 exercise this right, unless there is a need to provide immediate service balanced
257 with the employee's need to meet with a union representative.

258

259 If an employee wishes to discuss a representational matter with a Union
260 representative, the employee shall have the right to contact and meet with the
261 Union representative on duty time. Normally, the employee will be released from
262 duties to contact and meet with the Union representative when he/she requests
263 to exercise this right. The release may be delayed for up to one workday when
264 release at the requested time would conflict with the need to provide immediate
265 service balanced with the employee's need to meet with a Union representative,
266 and no harm to the employee would result. Delaying an employee's release will
267 extend by one workday any time limits that may apply to the representational
268 matter.

269

270 B. When the manager is aware that a meeting may result in disciplinary action, the
271 manager will inform the employee of the general purpose of the meeting. If the
272 employee reasonably believes that the event may result in a disciplinary action
273 against him/her, he/she may request union representation. Once an employee
274 chooses to exercise this right by requesting representation, no further
275 questioning or action will take place until the employee's representative is
276 present, provided no unreasonable delay occurs. However, this does not apply
277 to routine work related conversations.

278

279 C. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with
280 employees regarding conditions of employment in a manner which will improperly
281 bypass the Union under law.

282

283 D. The Administration will provide the Union with reasonable advance written notice
284 of written personnel surveys concerning conditions of employment that involve
285 bargaining unit employees when such surveys are initiated at the SSA national
286 level; the national component level; the regional level; or by ~~OHA~~ **ODAR**
287 Headquarters or a DOC or PSC. The Administration will also provide the Union
288 with an advance written copy of survey results as soon as possible after
289 completion. If the results of the survey will not be made available in a reasonable
290 amount of time, the Agency will provide the Union with an anticipated receipt
291 date.

292

293 This section is not intended to terminate any Union involvement in such surveys
294 that may exist in accordance with 5 U.S.C. 71. It is further understood that
295 employee surveys will conform to the requirements of 5 U.S.C. 71.

296

297 E.

298 1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of
299 unit employees, the Union shall be given the opportunity to be represented
300 at any formal discussion between one or more representatives of the
301 Agency and one or more employees or their representatives concerning any
302 grievance, formal EEO complaint settlement discussions to the extent
303 required by law or any personnel policy or practices or other general
304 condition of employment. The agency will give the designated Union
305 representative sufficient advance notice to exercise its rights under this
306 section.

307

308 2. The attendance of the designated Union representative will be
309 acknowledged by the Agency at the start of such formal discussions. In
310 accordance with the statute, the Union's representative will be given the
311 opportunity to ask questions relative to the matter being discussed on behalf
312 of the employees, and may make a brief statement as to the Union's
313 position on the matter under discussion. The parties agree to maintain
314 professional decorum throughout the discussion. Management is under no

315 obligation to delay the start of the meeting if the Union Representative is not
316 present.

317

318 F. When an employee is being interviewed by an SSA investigative official and
319 criminal charges against the employee are being considered, the employee will
320 be informed that criminal misconduct is involved and will be advised of his/her
321 right to be represented by an attorney and/or the Union at the interview and the
322 right to remain silent.

323

324 G. In conducting investigations regarding a non-criminal matter that may result in an
325 adverse determination about an employee's rights, benefits, and privileges, the
326 parties are reminded that the Privacy Act requires that, to the extent practicable,
327 information should be initially collected directly from the subject employee.

328

329 H. Confidentiality in OIG Investigations

330

331 1. The parties recognize the need for confidentiality during investigations of
332 sensitive issues.

333

334 2. A copy of the statement of the employee will be routinely given to the
335 employee.

336

337 3. When an employee becomes the subject of an investigation, the employee
338 will be notified when such investigation is closed.

339

340 I. Last Chance Agreement

341

342 1. Last Chance Agreements will only be considered after a disciplinary or
343 adverse action has been proposed.

344

345 2. The Union will be provided notice and the right to be present at meetings
346 where last chance agreements are discussed.

347

348 3. All Last Chance Agreements must have a specific duration period.

349

350 J. The union has the right to be present during questioning of potential bargaining
351 unit witnesses for any third party hearing as required by 5 USC 71.

352

353 K. The Agency will encourage law enforcement officials to prosecute any alleged
354 violation of 18 U.S.C. 1114 relative to workplace violence by members of the
355 public.

356

357

358 Section 7. Voluntary Activities

359

360 The parties agree that employee participation in the Combined Federal Campaign,
361 Blood Donor Drives, Bond Campaigns and other worthy projects will be on a
362 voluntary basis. This does not preclude giving general publicity and encouragement
363 to employees to contribute. The Employer will not require or coerce employees to
364 invest their money, donate to charity or participate in these activities. Participation
365 or nonparticipation will not advantage or disadvantage employees.

366

367

368 Section 8. Outside Employment

369

370 A. Employees are advised that regulations require that some outside employment
371 requests must be submitted in writing to management for approval in advance.

372 The Agency agrees to continue its policy of fair and equitable application of
373 appropriate regulations in this area.

374

375 B. Normally the Agency will approve or disapprove any request within 30 workdays
376 of the Agency's receipt of the request. The Employer agrees to include a
377 statement of its reason for disapproving any such request. If the Agency denies
378 the outside employment request, the employee cannot work in the outside job.

379

380

381 Section 9. Timely and Proper Compensation

382

383 A. The Employer will make every effort to ensure that employees receive their
384 paycheck/full compensation due (amount that was due based on payroll
385 transmission) on the established payday. The Employer will make every effort to
386 ensure that employees receive their paycheck/full compensation due, bonds and
387 W- 2 forms at the address or electronic site designated by the employees, in
388 accordance with Treasury Department rules and regulations. Employees are
389 responsible for reviewing their electronic earnings and leave statements and
390 notifying their supervisors of any unexplained changes.

391

392 ~~B. When a bargaining unit employee's full compensation due is not received on the~~
393 ~~established payday, the agency will, at the employee's request, authorize an~~
394 ~~emergency payment pursuant to the procedures in Section 9 of this article.~~

395

396 ~~B~~ ~~C~~. Employees are responsible for arranging for the timely repayment of
397 overpayments. Where employees have been overpaid, the Employer will advise
398 employees of the procedures available and provide the necessary forms for filing
399 a request for waiver of overpayments in accordance with the provisions of the
400 ~~Debt Collection Act MOU~~ **regulation and agency policy.**

401

402 ~~C~~ ~~D~~. The parties agree to the following conditions and procedures for replacement
403 of full compensation due payment (amount that was due based on payroll
404 transmission) when such payment is not received or when such payment is lost,
405 stolen or mutilated.

406

407 1. The Agency may, at the employee's request, authorize an emergency
408 payment to an employee when his/her full compensation due is not received
409 on the established payday, subject to Sections 3 and 4 of this section.

410

411 2. Emergency employee payments cannot be an advance of salary, but can
412 only be for the amount earned for a pay period which was not paid to the
413 employee on the established payday.

414

415 3. Emergency employee payment can be issued in the following situations:

416

417 a. Employee not paid on scheduled payday due to an administrative error
418 or to delay in processing;

419

420 b. Non-receipt of wire transfer by a Financial Institution;

421

422 c. Missing or undelivered salary check;

423

424 d. Lost or stolen salary check.

425

426 4. An emergency employee payment will not be issued in the following
427 situations:

428

- 429 a. Employee is already delinquent repaying a prior debt (e.g., outstanding
430 travel advance, salary overpayment, etc.);
431
- 432 b. Employee has resigned or transferred out of SSA.
433
- 434 5. At the time the emergency payment is issued, the Agency will obtain a
435 promissory repayment agreement from the employee who is missing his/her
436 full compensation and to whom the emergency payment is made. The
437 repayment agreement will state:
438
- 439 a. that the employee has not received or deposited the payment;
440
- 441 b. that the employee is liable to repay the emergency payment to the
442 Government within 3 days of receipt of a salary payment, i.e., the
443 original payment or any replacement salary payment, whichever is
444 received first;
445
- 446 c. that in the event both an original payment and a replacement payment
447 are received, the employee will be responsible for returning to the
448 Payroll Liaison Staff whichever payment is received later;
449

450 d. that the employee has an affirmative responsibility to notify the Payroll
451 Liaison Staff as soon as possible, i.e., normally within 2 working days,
452 of receipt of the original payment and/or any replacement payment;

453

454 e. that the employee will be charged interest, administrative fees and late
455 penalty charges as provided under 45 CFR Part 30 if it is necessary for
456 Central Payroll to recover the outstanding emergency payment;

457

458 6. An emergency employee payment will be issued not later than 24 hours
459 following the standard payday (Tuesday) on which the salary payment was
460 not received by the employee.

461

462

463 Section 10. Statutory Requirements

464

465 Personnel management in SSA shall continue to be conducted in accordance with
466 the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302,
467 Prohibited Personnel Practices. These sections will be made available to any
468 employee upon request.