

1 **Article 11**

2  
3 **Union Use Of Official Facilities And Communications**

4  
5  
6 **Section 1. Use Of Agency Space**

7  
8 **A. All current space being provided to AFGE Union representatives will be**  
9 **considered Union space.**

10  
11 **All space provided to Union representatives as of August 15, 2005, shall now**  
12 **be considered Union space and if removed since August 15, 2005, restored.**

13 **All office space and furnishings in connection with the above space will be**  
14 **retained. All space and furnishings provided to Union representatives prior to**  
15 **and during the life of the prior Agreement (i.e., 2000 contract) will be retained,**  
16 **and, if removed, restored. All institutional Union space and furnishings**  
17 **provided prior to and during the life of the prior agreement will be retained.**

18  
19 ~~A. All space provided for union use is Agency space.~~

20  
21 ~~B. All space provided is solely for the use of Administration employees or employees of~~  
22 ~~AFGE.~~

24 C. ~~Union representatives designated as authorized 100% or 50% official time users as~~  
25 ~~during the initial designation period of the National Agreement (per Section 2.A of~~  
26 ~~Article 30) will retain their current additional Agency provided space and furnishings.~~

27

28 ~~However, if an initially designated 100% or 50% official time with additional Agency~~  
29 ~~provided space vacates his/her position for any reason (e.g., loses election, leaves~~  
30 ~~union, retires, etc.); or is designated as less than an authorized 50% official time~~  
31 ~~user during any subsequent designation period (as detailed in Section 2.A of Article~~  
32 ~~30), such additional Agency provided space reverts back to the Agency within 60~~  
33 ~~days~~

34

35 ~~For purposes of this article, “additional agency provided space” means any space~~  
36 ~~provided to a designated official time user that exceeds the space allocated to the~~  
37 ~~official time user by virtue of his/her official agency position of record.~~

38

39 D. If the agency elects to relocate an office in which **the Union has space and**  
40 **furnishings, the Union will be provided equivalent space and furnishings in**  
41 **the new office.** ~~an initially designated 100% or 50% official time user with additional~~  
42 ~~Agency provided space is officially assigned (and that union representative’s space~~  
43 ~~has not reverted back to the agency per section C above), the initially designated~~  
44 ~~100% or 50% official time user will be provided similar additional agency provided~~  
45 ~~space in the new office~~—In this situation the Union will be provided to the extent

46 ~~required by 5 USC 71~~ the opportunity to bargain the location of the ~~similar~~  
47 **equivalent** space in the new office.

48  
49 ~~After the move, if the provisions of section C above become applicable, his/her~~  
50 ~~additional Agency provided space reverts back to the agency within 60 days.~~

51  
52 **E. Any successor will be provided space and furnishings equivalent to the space**  
53 **and furnishings of the Union representative he or she replaces, but not less**  
54 **than 75 square feet.** ~~If the successor of an initially designated 100% or 50% official~~  
55 ~~time user does not currently have additional individual Agency provided space the~~  
56 ~~successor will be entitled to space for up to four (4) file cabinets at their officially~~  
57 ~~assigned duty station space the successor will be up to four (4) file cabinets at~~  
58 ~~officially assigned duty station.~~

59  
60 ~~In addition, if the successor does not have additional Agency provided space,~~  
61 ~~Management will make a good faith effort to locate the successor's agency assigned~~  
62 ~~work station in an area that provides privacy.~~

63  
64 **F. If the successor to an initially designated 100% or 50% official time user with**  
65 **additional Agency provided space is located in the same facility, or within the**  
66 **commuting area, the successor will be allowed to use any additional agency**  
67 **provided space in that facility. If the successor fails to frequently utilize such space**  
68 **for representational activities, the space will revert back to the Agency. As long as**

69 ~~the successor retains the use of such space, other Union representatives within the~~  
70 ~~commute area may also have occasional use of the successor space. If the~~  
71 ~~successor already has additional Agency provided space and chooses to use his/her~~  
72 ~~predecessor's space, his/her current additional Agency provided space will revert~~  
73 ~~back to the Agency within 60 days.~~

74

#### 75 G. Use Of Facilities

76

77 The Administration will provide the Union with the non-duty use of facilities to the  
78 extent and under the circumstances in effect on the effective date of this agreement.

79

80 Management agrees to permit ~~reasonable~~ access to SSA facilities by AFGE  
81 employees, union officers and representatives, including offsite union  
82 representatives. Such access is ~~limited to the hours the facility is normally open~~ **will**  
83 **be during the hours the facility is open.**

84

85 **Union officials who have 24 hour access on the effective date of this**  
86 **agreement will retain that access.**

87

88 Management agrees **that within 30 days of appointment of a new union**  
89 **representative, within the life of this contract, they will** ~~to~~ provide any **the** new  
90 union representative who has not previously received one, with a **lockable 5 drawer**  
91 file cabinet and/or bookcase to keep official union material stored. ~~It is~~

92 ~~management's intent to locate file cabinets and bookcases in existence from~~  
93 ~~available supplies.~~

94

## 95 **Section 2. Meeting Space**

96

97 A. The Administration will ~~make reasonable efforts to~~ provide private space, as  
98 available, for confidential discussions between a bargaining unit member and a  
99 designated Union representative, when held in accordance with the terms of this  
100 agreement. **Such space will have a telephone, Intranet and Internet access and**  
101 **phone line with long-distance access.**

102

103 **B.** The Administration agrees that where **there are facilities they shall** ~~meeting space~~  
104 ~~exists within a facility, it may be made available for local meetings~~ **and membership**  
105 **drives, before and after duty hours or** during lunch **and break** periods **if such**  
106 **space is not already committed.** ~~or for as long as the office is normally opened,~~  
107 ~~subject to management approval.~~ The Union must give sufficient advance notice, to  
108 ensure no disruption to the normal mode of business.

109

110

## 111 **Section 3. Miscellaneous Services**

112

113 A. The Administration agrees to provide routine cleaning and maintenance service in  
114 Union occupied space where it is located in SSA facilities. The Union is responsible

115 for ensuring accessibility to their space during normal cleaning and maintenance  
116 schedules.

117

118 B. The Administration agrees to furnish, where available, customary and routine  
119 services which are consistent with the best interest of the Employer, employees and  
120 the Union. Such services include internal mail (for other than mass mailing),  
121 photocopy equipment, shuttle and the like. This will include SSA Union  
122 representatives if they are conducting representational duties away from their  
123 permanent duty station.

124

125 C. The Union may use available agency video equipment (i.e.g., TV, **DVD**, and VCR)  
126 for on-site presentations, orientation sessions, training and meetings with  
127 employees, subject to normal approval and scheduling procedures.

128

129 D. The Administration will ~~continue~~ make the public address system available  
130 ~~consistent with established practices in those facilities where Union use was in effect~~  
131 ~~as of the effective date of this agreement.~~ **to the Union upon request .**

132

133 E. ~~To the extent practicable, t~~**The Administration will continue to provide the existing**  
134 ~~space for Union supplied publication racks. in these installations, which currently~~  
135 ~~have been granted space for such racks.~~

136

137 F. Each local and national Union council will be provided with access in hard copy or  
138 electronic form to personnel manuals and guidelines. All distributions of issuances  
139 under this Article will be at no cost to the Union.

140

141 G. The Administration's telephone directories/listings will include the names and  
142 telephone numbers of union officials consistent with the level of the directory/listings.  
143 National listings will include AFGE Council Presidents and the AFGE National office  
144 number.

145

146 H. Electronic Message Boards ~~in Teleservice Centers~~

147

148 1. The Union will be permitted to periodically display messages on the Agency's  
149 electronic message boards. ~~in the TSCs where available. The Union agrees that~~  
150 ~~information displayed on the electronic board will not contain items relating to~~  
151 ~~partisan political matters, propaganda against or attacks upon individuals.~~

152

153 2. **As new communication technologies are developed, such technology will**  
154 **be made available to Union officials concurrent with their availability to**  
155 **management officials.**

156

157 **Section 4. Mail Use**

158

159 Consistent with postal regulations, the Union shall have use of Agency metered **and**  
160 **certified** mail limited to labor relations representational matters but not including  
161 matters relating to internal Union business. ~~This, however, does not permit~~ The Union  
162 representative **can** ~~to~~ use other types of mailing such as express, overnight, registered,  
163 certified mail, etc., ~~except where~~ **when** required ~~or~~ to meet time frames imposed by a  
164 third party (e.g., EEOC, arbitrator, FSIP, FLRA) or by the National Agreement.

165

166

## 167 **Section 5. Copies of the Agreement**

168

169 A. ~~The Agency will post the ratification copy of this Agreement on the OLMER and~~  
170 ~~AFGE web pages. The Agency will provide 1,500 copies of the ratification copy of~~  
171 ~~the Agreement to the Union as soon as possible. The Agency will provide one~~  
172 ~~ratification copy of the agreement to each FO, TSC, and OHA FO. In accordance~~  
173 **with the Ground Rules MOU the Agency will post the ratification copy of the**  
174 **Agreement on the OLMER and AFGE web pages within ten (10) calendar days**  
175 **of finalization of all proposals by the Chief Negotiators. The Agency will**  
176 **provide 2,500 copies of the ratification copy of the Agreement to the Union**  
177 **within twenty (20) calendar days of the finalization of all proposals by the**  
178 **Chief Negotiators.**

179

180 B. The agency will print **and provide to the Union** 3,000 copies of this Agreement  
181 within 90 days of the effective date of the Agreement.

182

183 C. ~~A copy of the signed Agreement will be posted on the OLMER Website.~~ **The**  
184 **Administration will provide at no cost, booklet copies of this agreement,**  
185 **printed and typed that can be read easily, to each employee on duty at the**  
186 **distribution date (within 90 days of the effective date of this agreement), and to**  
187 **all employees entering on duty after that date.**

188

189 D. The Administration, in recognition of the special needs of the blind employees in the  
190 bargaining unit, will also provide copies of this Agreement in Braille ~~(or~~ **and 508**  
191 **compliant** electronic form) to appropriate employees.

192

193

#### 194 **Section 6. Distribution of Union Publications**

195

196 A. Official publications of the Union may be distributed on SSA property by Union  
197 representatives in accordance with Article 30 of this Agreement or during non duty  
198 time. Where available, Union representatives will use centralized employee mail  
199 slots/drops to distribute Union publications. ~~Distribution shall be accomplished at a~~  
200 ~~time mutually agreed to by the parties and shall not disrupt operations.~~ All such  
201 materials shall be properly identified as official Union issuances. ~~Materials~~  
202 ~~distributed will not malign the character of any Federal employee.~~

203

#### 204 **Section 7. Bulletin Boards**

205

206 A. The size, number and location of Union bulletin boards will remain as they are as of  
207 the effective date of this agreement, provided office facilities remain unchanged.

208

209 B. In new locations, the Administration will provide Union bulletin board space, not less  
210 than 24 inches X 36 inches. The Administration will provide one bulletin board per  
211 floor at new locations. Additional bulletin board space will be provided on the basis  
212 of one for each additional 300 bargaining unit employees per floor.

213

214 C. Union bulletin board space will be prominently identified as such by management  
215 and will be located in areas accessible to bargaining unit employees. All postings  
216 will be marked prominently as "Union Notices," and only the designated Union  
217 bulletin boards will be used for such postings.

218

219 D. The Union agrees that information posted on bulletin boards will not contain items  
220 relating to partisan political matters. ~~or propaganda against or attacks upon~~  
221 ~~individuals. Information posted on bulletin boards by the Union relating to the~~  
222 ~~installation, SSA or the Federal Government will not contain language that will~~  
223 ~~malign the character of any individual Federal employee.~~

224 -

225 **Section 8. Telecommunications Systems**

226

227 A. The Administration will continue to make telephones within SSA facilities available to  
228 the Union for the conduct of labor-management relations. **The agency will provide**  
229 **all union representatives with long distance telephone and fax service to all**  
230 **SSA facilities, including but not limited to Puerto Rico. Such telephone**  
231 **access will be from the union representative’s desk telephone. When the**  
232 **VOIP phone system is installed, the agency will provide appropriate analog**  
233 **lines to Local Presidents, Regional Vice-Presidents and Council Officers. In**  
234 **addition, the agency will reimburse all union representatives for replacement**  
235 **of new business cards due to the change in telephone numbers. This**  
236 **reimbursement will be effective for all telephone changes which were effective**  
237 **October 1, 2009, and thereafter.**

238  
239 B. The Union agrees that telephones will not be used for internal Union business.

240

241 C. Where and when an agency facility has voice mail installed, all Union officials  
242 assigned to that facility will be provided with voice mail capability for labor  
243 management activities. ~~Voice mail for Union officials, as for other employees, will be~~  
244 ~~subject to systems capacity and availability.~~ **Such voice mail for labor-**  
245 **management activities will be separate and apart from the union**  
246 **representative’s agency voice mailbox for performance of agency duties.**  
247 **Voice mail for Union officials, as for other employees, will be subject to**  
248 **systems capacity and availability.**

249

250 **D. The agency will disengage any VOIP system capabilities relating to converting**  
251 **voice mail messages from union representative's voice mailboxes to written**  
252 **form for any reason. In addition, the agency will disengage any VOIP system**  
253 **capability relating to call monitoring, recording and/or tracking on telephone**  
254 **lines utilized for representational activities.**

255

256 **Section 9. E-Mail**

257

258 The parties understand that access to and use of the Agency's electronic mail shall not  
259 excessively interfere with the mission or operation of SSA.

260

261 A. ~~Therefore,~~ The Administration agrees to provide the Union with access to and use  
262 of the Agency's electronic mail subject to the following restrictions:

263

264 1. The Union agrees its access and use will comply with applicable government-  
265 wide and Agency policies and guidelines and the National Agreement.

266

267 2. Access and use is limited to those situations where available hardware and  
268 software permit.

269

270 3. Access and use for representational activities shall be on approved official time  
271 (or non-duty time).

272

273 4. Employees must be on non-duty or break time when accessing electronic  
274 messages from the union **that do not pertain to conditions of employment.**

275  
276 5. Electronic mail cannot be used for internal union business.

277  
278 ~~6. Transmissions shall not contain language which maligns the character of any~~  
279 ~~individual Federal employee, or the Agency.~~

280  
281 **7.6.** Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not  
282 be used to urge or promote lobbying activities by non union representative  
283 employees either in support of or in opposition to any legislation or appropriation  
284 of Congress.

285  
286 ~~8.7.~~ It is recognized that a transmission with large numbers of addressees could  
287 affect system performance. Therefore the union agrees that an e-mail message,  
288 with the exceptions noted below, will be transmitted to not more than 100  
289 recipients at one time, including any CCs or BCCs. A Local president or a  
290 designee, however, is authorized to send one e-mail per week to each employee  
291 in his/her Local in excess of the 100 recipient limit. Likewise, a local steward in a  
292 field office is authorized to send one e-mail per week to each employee in his/her  
293 officially assigned duty station in excess of the 100 recipient limit. Larger  
294 transmissions are subject to approval by the Agency.

295

296 ~~9. Since viruses can be transmitted through executable files, messages cannot~~  
297 ~~contain executable file attachments.~~

298

299 ~~B. Grievances shall not be filed with the use of electronic mail since they require~~  
300 ~~original signature.~~

301

302 ~~C.B. Violation of any of the above policies, guidelines or restrictions may subject the~~  
303 ~~abuser to disciplinary action, and may include suspension of access privileges.~~

304 **Alleged violations of any of the above policies, guidelines or restrictions**  
305 **will be addressed at the appropriate Council President level to amicably**  
306 **resolve the matter.**

307

308 **C. The Agency will not monitor and/or intercept the Union's e-mail**  
309 **correspondence.**

310

311 ~~**Section 10. AFGE/SSA Intranet Web Site**~~

312

313 ~~The parties understand that the establishment of a Web site on the Social Security~~  
314 ~~Intranet shall not interfere with the mission or operation of SSA.~~

315

316 ~~Therefore, the Administration agrees to provide the Union with a Web Site on the Social~~  
317 ~~Security Intranet subject to the following restrictions:~~

318

- 319 ~~1. The Union agrees its use will comply with all applicable government wide and~~  
320 ~~Agency policies and guidelines and the National Agreement.~~
- 321
- 322 ~~2. AFGE's use is subject to a capacity limitation as determined by the Agency's~~  
323 ~~Web Master commensurate with other established SSA web sites.~~
- 324
- 325 ~~3. A designated Component Data Webmaster (CDW) in OLMER shall approve/edit~~  
326 ~~all material to be posted on the AFGE Web site.~~
- 327
- 328 ~~4. The designated AFGE CDW shall maintain the official AFGE/SSA Web site. The~~  
329 ~~AFGE CDW shall be the single point of contact with the OLMER CDW and must~~  
330 ~~have access to a management designated IWS/LAN workstation to maintain the~~  
331 ~~Web site. Any proposed changes, additions, or deletions to material posted on~~  
332 ~~the official SSA/AFGE Web site shall be subjected to #3 above.~~
- 333
- 334 ~~5. The Agency shall provide software it deems necessary to accommodate the~~  
335 ~~AFGE Web site.~~
- 336
- 337 ~~6. The AFGE Web site shall be accessed through the SSA Employee Information~~  
338 ~~Server (EIS) Home Page by selecting the "Employee Services" option. "AFGE"~~  
339 ~~shall be listed alphabetically.~~
- 340
- 341 ~~7. The agency will provide appropriate training for the AFGE CDW(s).~~

342

343

344 **Section 10. Internet Use**

345

346 **The parties understand that access to and use of the Agency’s Internet shall not**  
347 **excessively interfere with the mission or operation of SSA.**

348

349 **A. The Administration agrees to provide the Union with access to and use of**  
350 **the Agency’s Internet subject to the following restrictions:**

351

352 **1. The Union agrees its access and use of the Internet will comply with**  
353 **applicable government-wide and agency policies and guidelines and the**  
354 **National Agreement.**

355

356 **2. Access and use of the internet is limited to those situations where**  
357 **available hardware and software permits.**

358

359 **3. Access and the use of the internet for representational activities will be**  
360 **on approved official time or non-duty time.**

361

362 **B. Any alleged violations of the above shall be addressed through**  
363 **consultation with the appropriate Local President, Council President and/or**

364 **AFGE General Committee Spokesperson and, if unresolved, through the**  
365 **appropriate union/management grievance procedure.**

366

367 **C. The agency will not monitor the Union’s internet usage.**

368

369 **D. Union representatives in travel status will be reimbursed the cost of**  
370 **Internet access.**

371

372 **E. All Union representatives will have remote access to their Agency e-mail,**  
373 **personal folders and the Intranet.**

374

375

376 **Section 11. Employee Data**

377

378 Semi annually, the Administration will provide the Union Council Presidents a an  
379 ~~alphabetical list in~~ **by** an electronic file ~~including of~~ the names, grade and step, position  
380 titles, division and or duty station, EOD and SCD of all bargaining unit employees. **This**  
381 **list will be broken down by offices, and work locations.**

382

383 **The Administration will provide Union officials direct access to electronic records**  
384 **of bargaining unit employee names, grade and step, position titles, division and**  
385 **or duty station, SCD, and EOD. The list will be broken down by offices and work**  
386 **locations.**

387

388 **Section 12. Health Insurance Plan Information**

389

390 A. The Administration agrees to provide bargaining unit employees with information on  
391 open enrollment periods and, upon request, information on the various types of  
392 health plans available to employees.

393

394 B. The agency will continue to provide information on health care providers on the SSA  
395 Intranet.

396

397 **Section 13. Addressing New Employees**

398

399 The Administration will provide the Union an opportunity to address new employees  
400 **during normal working hours within ten days of their reporting date and/or** during  
401 their orientation sessions. ~~and will introduce new employees to the Union~~  
402 ~~representative.. Management will notify the designated local representative or local~~  
403 ~~steward in field offices of orientation sessions.~~ **Notice of the orientation session(s)**  
404 **will be given to the Union at least ten workdays prior to the session(s). The notice**  
405 **will include the names, grade and position titles and duty station for the new**  
406 **hires. The Agency will introduce new employees to the Union representative**  
407 **within the first week when they report to their assigned work locations.**

408

409

410 **Section 14. Notification to Employees of Exclusive Representation**

411

412 The Union will provide a general notice to employees of the exclusive recognition  
413 granted to the Union, together with a list of Union-designated representatives and their  
414 work locations and telephone numbers to be posted on Union bulletin boards. Where  
415 the Union has had access to the boards in the past, the Union will post the notice.  
416 Where the Union does not have access or there is not onsite representative, the  
417 Administration will post it.

418

419

420 **Section 15. Employee Training Classes**

421

422 **The Agency will notify the Union when entry-level and advanced training**  
423 **sessions and when multi-employee refresher training sessions are scheduled.**  
424 **Such notice will be given at least ten (10) workdays prior to the session. The**  
425 **Agency will provide the Union an opportunity to address the employees during**  
426 **both entry-level and advanced training sessions and multiple employee refresher**  
427 **training sessions.**

428

429 **Section 17. Equipment**

430

431 **The Union will be given first opportunity to obtain obsolete equipment from the**  
432 **Agency, including but not limited to photocopiers, printers, fax machines, desks,**

433 **bookcases, desktop computers, laptops, file cabinets, etc., prior to donating such**  
434 **equipment to other non-profit organizations.**

435

436

437 **Section 18. Computer Storage and Storage Devices**

438

439 **A. Given the Agency has installed encryption software on all employee**  
440 **computers, given the new computer buys have eliminated 3.5 drives, given**  
441 **the Agency has restricted flash drive use on all bargaining unit employee**  
442 **computers, and given the Agency has restricted flash drive use to Agency**  
443 **issued flash drives:**

444

445 **1. The Agency will upon request un-restrict flash drives on union**  
446 **officials' Agency computers**

447

448 **2. The Agency will provide union officials with Agency issued flash**  
449 **drives.**

450

451 **B. Where the Agency has installed computers that contain writeable CD**  
452 **drives, the Agency will provide union representatives with the writeable**  
453 **CDs.**

454

455 **C. When replacing a union official’s Agency computer that contains a 3.5**  
456 **drive with one that does not, the Agency will provide the union official with**  
457 **two weeks advance notice to transfer union material from 3.5 disks to flash**  
458 **drives or writeable CDs or the next generation storage device.**

459  
460 **D. When replacing a union official’s Agency computer that contains a**  
461 **writable CD drive with one that does not, the Agency will provide the**  
462 **union official with two (2) weeks advance notice to transfer union material**  
463 **from CDs to flash drives or the next generation storage device.**

464  
465 **E. As storage technology and devices change, SSA will continue to provide**  
466 **access to and use of storage devices to union officials.**

467  
468 **F. Union officials will be provided expanded e-mail and voice mail file storage**  
469 **capacity (e.g., personal storage table (.pst) files) to accommodate the**  
470 **needs of the Union.**

471  
472

473 **Section 19. Representational Activity and PII**

474

475 **Since the Agency is undergoing a transformation from paper to electronic**  
476 **operations, it is necessary for the Union to have full access to SSA’s electronic**  
477 **records when engaging in representational activities. This may include, but is**  
478 **not limited to, obtaining queries, printing records, and viewing screens and data**

479 **bases to assist employees with a plethora of related issues. In addition, there**  
480 **may be occasions when printed records are utilized in these representational**  
481 **activities and the Union will take appropriate precautions to secure case files and**  
482 **protect the confidentiality of such records, noting non-SSA attorneys**  
483 **representing the Union will have access to such material.**

484

485

#### 486 **Section 20. Analog Lines**

487

488 **The Agency will continue to provide the Union with all existing analog telephone**  
489 **lines for connectivity to Union representative phones, computers and fax**  
490 **machines. These lines will not be connected to the VOIP telephone system. Each**  
491 **Council will be provided a minimum of fifty (50) stand alone analog lines and each**  
492 **Council President will designate the site for installation of each line. The Agency**  
493 **will continue to provide each Council President with an analog telephone line**  
494 **with Caller ID for each telephone in his/her Council office which will not be**  
495 **connected to the VOIP telephone system. At the option of the Council President,**  
496 **he/she may elect to have one or more telephones connected to the VOIP**  
497 **telephone system rather than an analog line.**

498

#### 499 **Section 21. Council 224 Space**

500

501 **SSA will ensure that the MOU's/Floor Plans of May 14, 2003 and September 11,**  
502 **2003 regarding space for AFGE Council 224 will be fully implemented upon the**  
503 **effective date of this agreement.**