

Article 11

Union Use Of Official Facilities And Communications

Section 1. Use Of Agency Space

A. All space provided for union use is Agency space.

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

**C. Unless specifically authorized by this Agreement, the only space, furnishings and equipment authorized for the use of designated official time users in the performance of representational duties is that space allocated to the official time user by virtue of his/her official agency position of record. In addition, unless specifically authorized by this Agreement, no other space, furnishings and equipment is authorized for use by AFGE.**

**All space, furnishings and equipment not specifically authorized by this Agreement will revert to the agency within 30 days of the effective date of this Agreement.**

24 ~~C. Union representatives designated as authorized 100% or 50% official time users~~  
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.~~

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

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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.~~

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39 ~~D. If the agency elects to relocate an office in which an initially designated 100% or~~  
40 ~~50% official time user a with additional Agency provided space, is officially assigned~~  
41 ~~(and that union representative’s space has not reverted back to the agency per~~  
42 ~~section C above), the initially designated 100% or 50% official time user will be~~  
43 ~~provided similar additional agency provided space in the new office. In this situation~~  
44 ~~the Union will be provided to the extent required by 5 USC 71 the opportunity to~~  
45 ~~bargain the location of the similar space in the new office.~~

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

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50 ~~E. If the successor of an initially designated 100% or 50% official time user does not~~  
51 ~~currently have additional Agency provided space, the successor will be entitled to~~  
52 ~~space for up to four (4) file cabinets at their officially assigned duty station.~~

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

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58 ~~F. If the successor to an initially designated 100% or 50% official time user with~~  
59 ~~additional Agency provided space is located in the same facility, or within the~~  
60 ~~commuting area, the successor will be allowed to use any additional agency~~  
61 ~~provided space in that facility. If the successor fails to frequently utilize such space~~  
62 ~~for representational activities, the space reverts back to the Agency. As long as the~~  
63 ~~successor retains the use of such space, other Union representatives within the~~  
64 ~~commute area may also have occasional use of the successor space. If the~~  
65 ~~successor already has additional Agency provided space and chooses to use his/her~~  
66 ~~predecessor's space, his/her current additional Agency provided space will revert~~  
67 ~~back to the Agency within 60 days.~~

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69 **G. D. Non-Duty Use Of Facilities**

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~~In accordance with applicable agency policy, the Administration will~~ **may** provide  
~~the a Union designated official time user~~ with the non-duty use of facilities. ~~to the~~  
~~extent and under the circumstances in effect on the effective date of this agreement.~~  
**Such use is limited to the hours the facility is normally open.**

~~In accordance with applicable agency policy, Management agrees to~~ **may** permit  
reasonable access to SSA facilities by ~~AFGE employees, union officers and~~  
**designated official time user(s)** ~~representatives, including offsite union~~  
~~representatives.~~ Such access is limited to the hours the facility is normally open.

~~Management agrees, within the life of this contract, to provide any new union~~  
~~representative who has not previously received one, with a file cabinet and/or~~  
~~bookcase to keep official union material stored. It is management's intent to locate~~  
~~file cabinets and bookcases in existence from available supplies.~~

**Section 2. Meeting Space**

A. The Administration will make reasonable efforts to provide private space, as  
available, for confidential discussions between a bargaining unit member and a  
~~designated Union representative~~ **official time user**, when held in accordance with  
the terms of this agreement.

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B. The Administration agrees that where meeting space exists within a facility, it may be made available for local meetings during lunch periods or for as long as the office is normally opened, subject to management approval. The Union must give sufficient advance notice to ensure no disruption to the normal mode of business.

Section 3. Miscellaneous Services

~~A. The Administration agrees to provide routine cleaning and maintenance service in Union occupied space where it is located in SSA facilities. The Union is responsible for ensuring accessibility to their space during normal cleaning and maintenance schedules.~~

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

114 ~~C.~~ **B.** The Union may use available agency video equipment (i.e., TV and VCR) for on  
115 site presentations, orientation sessions, training and meetings with employees,  
116 subject to normal approval and scheduling procedures.

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118 ~~D.~~ **C.** The Administration will continue to make the public address system available  
119 consistent with established practices in those facilities where Union use was in effect  
120 as of the effective date of this agreement.

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122 ~~E.~~ **D.** To the extent practicable, the Administration will continue to provide the existing  
123 space for Union supplied publication racks in those installations, which currently  
124 have been granted space for such racks.

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

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130 ~~G.~~ The Administration's telephone directories/listings will include the names and  
131 telephone numbers of union officials consistent with the level of the directory/listings.  
132 National listings will include AFGE Council Presidents and the AFGE National office  
133 number.

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135 ~~H.~~ **E.** Electronic Message Boards in Teleservice Centers

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

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143 Section 4. Mail Use

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145 ~~Consistent with postal regulations, the Union shall have use of Agency metered mail~~  
146 ~~limited to labor relations representational matters but not including matters relating to~~  
147 ~~internal Union business. This, however, does not permit the Union representative to~~  
148 ~~use other types of mailing such as express, overnight, registered, certified mail, etc.,~~  
149 ~~except where required or to meet time frames imposed by a third party (e.g., EEOC,~~  
150 ~~arbitrator, FSIP, FLRA) or by the National Agreement.~~ **The union will be responsible**  
151 **for all of their costs related to mail use.**

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154 Section 5. Copies of the Agreement

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156 ~~A. The Agency will post the ratification copy of this Agreement on the OLMER and~~  
157 ~~AFGE web pages. The Agency will provide 1,500 copies of the ratification copy of~~  
158 ~~the Agreement to the Union as soon as possible. The Agency will provide one~~  
159 ~~ratification copy of the agreement to each FO, TSC, and OHA FO.~~

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~~B. The agency will print 3,000 copies of this Agreement within 90 days of the effective date of the Agreement.~~

G. A. A copy of the signed Agreement will be posted on the OLMER Website.

D. B. The Administration, in recognition of the special needs of the blind employees in the bargaining unit, will also provide copies of this Agreement in Braille (or electronic form) to appropriate employees.

Section 6. Distribution of Union Publications

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

183 Section 7. Bulletin Boards

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

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

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

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198 D. The Union agrees that information posted on bulletin boards will not contain items  
199 relating to partisan political matters or propaganda against or attacks upon  
200 individuals. Information posted on bulletin boards by the Union relating to the  
201 installation, SSA or the Federal Government will not contain language that will  
202 malign the character of any individual Federal employee.

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205 Section 8. Telecommunications Systems

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A. The Administration will continue to make telephones within SSA facilities available to the Union for the conduct of labor-management relations.

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

C. Where and when an agency facility has voice mail installed, all ~~Union officials~~ **designated official time users** assigned to that facility will be provided with voice mail capability for labor management activities. Voice mail for ~~Union officials~~ **designated official time users**, as for other employees, will be subject to systems capacity and availability.

Section 9. E-Mail

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

A. Therefore, the Administration agrees to provide ~~the Union~~ **designated official time users**, with access to and use of the Agency's electronic mail subject to the following restrictions:

- 228 1. The Union agrees its access and use will comply with applicable government-  
229 wide and Agency policies and guidelines and the National Agreement.  
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- 231 2. Access and use is limited to those situations where available hardware and  
232 software permit.  
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- 234 3. Access and use for representational activities shall be on approved official time  
235 (or non-duty time).  
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- 237 4. Employees must be on non-duty or break time when accessing electronic  
238 messages from the union.  
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- 240 5. Electronic mail cannot be used for internal union business.  
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- 242 6. Transmissions shall not contain language which maligns the character of any  
243 individual Federal employee, or the Agency.  
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- 245 7. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not  
246 be used to urge or promote lobbying activities by non union representative  
247 employees either in support of or in opposition to any legislation or appropriation  
248 of Congress.  
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250 8. It is recognized that a transmission with large numbers of addressees could  
251 affect system performance. Therefore the union agrees that an e-mail message,  
252 with the exceptions noted below, will be transmitted to not more than 100  
253 recipients at one time, including any CCs or BCCs. A Local president or a  
254 designee, however, is authorized to send one e-mail per week to each employee  
255 in his/her Local in excess of the 100 recipient limit. Likewise, a local steward in a  
256 field office is authorized to send one e-mail per week to each employee in his/her  
257 officially assigned duty station in excess of the 100 recipient limit. Larger  
258 transmissions are subject to approval by the Agency.

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260 9. Since viruses can be transmitted through executable files, messages cannot  
261 contain executable file attachments.

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263 B. Grievances shall not be filed with the use of electronic mail since they require  
264 original signature.

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266 C. Violation of any of the above policies, guidelines or restrictions may subject the  
267 abuser to disciplinary action, and may include suspension of access privileges.

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270 Section 10. AFGE/SSA Intranet Web Site

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

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

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278 1. The Union agrees its use will comply with all applicable government wide and  
279 Agency policies and guidelines and the National Agreement.

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281 2. AFGE's use is subject to a capacity limitation as determined by the Agency's  
282 Web Master commensurate with other established SSA web sites.

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284 3. A designated Component Data Webmaster (CDW) in OLMER shall approve/edit  
285 all material to be posted on the AFGE Web site.

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287 4. The designated AFGE CDW shall maintain the official AFGE/SSA Web site. The  
288 AFGE CDW shall be the single point of contact with the OLMER CDW and must  
289 have access to a management designated IWS/LAN workstation to maintain the  
290 Web site. Any proposed changes, additions, or deletions to material posted on  
291 the official SSA/AFGE Web site shall be subjected to #3 above.

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293 5. The Agency shall provide software it deems necessary to accommodate the  
294 AFGE Web site.

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296 6. The AFGE Web site shall be accessed through the SSA Employee Information  
297 Server (EIS) Home Page by selecting the "Employee Services" option. "AFGE"  
298 shall be listed alphabetically.

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300 7. The agency will provide appropriate training for the AFGE CDW(s).

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303 Section 11. Employee Data

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305 Semi annually, the Administration will provide the **AFGE Union Council Presidents** an  
306 alphabetical list in an electronic file including the names, grade and step, position titles,  
307 division and or duty station, EOD and SCD of all bargaining unit employees.

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310 ~~Section 12. Health Insurance Plan Information~~

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312 ~~A. The Administration agrees to provide bargaining unit employees with information on~~  
313 ~~open enrollment periods and, upon request, information on the various types of~~  
314 ~~health plans available to employees. (Moved to Article 3, Section 2 I)~~

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316 ~~B. The agency will continue to provide information on health care providers on the SSA~~  
317 ~~Intranet. (Moved to Article 3, Section 2 I)~~

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320 **Section 13.12. Addressing New Employees**

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322 The Administration will provide the Union an opportunity to address new employees  
323 during orientation sessions and will introduce new employees to the Union  
324 representative. Management will notify the designated local representative or local  
325 steward in field offices of orientation sessions.

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328 **Section 14.13. Notification to Employees of Exclusive Representation**

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