

1 Article 3

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3 Employee Rights

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6 Section 1. Right to Unionism

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

- 12
- 13 • to act for a labor organization in the capacity of a representative, and the right, in
14 that capacity, to present the views of the labor organization to heads of agencies
15 and other officials of the executive branch of the Government, the Congress, or
16 other appropriate authorities; and

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 - 18 • to engage in collective bargaining with respect to conditions of employment
19 through representatives.

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22 Section 2. Personal Rights

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24 A.

- 25 1. All employees shall be treated fairly and equitably in all aspects of personnel
26 management and without regard to political affiliation, race, color, religion,

27 national origin, sex, sexual orientation, marital status, age, parental status or
28 disabling condition, and with proper regard and protection of their privacy and
29 constitutional rights.

30

31 **2.** The parties agree that in the interest of maintaining a congenial work
32 environment, ~~Agency~~ **both supervisors and** employees will deal with each other
33 in a professional manner and with courtesy, dignity, and respect. To that end, all
34 Social Security employees should refrain from coercive, intimidating, loud or
35 abusive behavior.

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37 **Furthermore, because of their position(s), managerial representatives**
38 **should set an example for bargaining unit employees and any adverse**
39 **action proposed against a bargaining unit employee for abuse or violation**
40 **in regards to a congenial work environment, should be no more severe**
41 **than actions takes against managerial representatives for the same or**
42 **similar abuses or violations.**

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44 **3. Bullying in the Workplace**

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46 **A. The purpose is to establish an SSA policy prohibiting workplace**
47 **bullying and incivility, to clarify conduct that constitutes workplace**
48 **bullying; and to provide an effective complaint procedure for**
49 **employees who believe they have been victims of such conduct.**

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B. It is the Agency’s policy that all employees, customers, contractors and visitors to the worksite enjoy a positive, respectful and productive work environment, free from behavior, actions, or language constituting workplace bullying and incivility.

Engaging in workplace bullying is unacceptable conduct which will not be tolerated. Any employee found to have engaged in workplace bullying will be subject to disciplinary action up to and including dismissal. Managers and supervisors who know or should have known of workplace harassment and fail to report such behavior, or fail to take immediate, appropriate, corrective action, will be subject to disciplinary action up to and including dismissal.

C. Workplace bullying is offensive behavior through vindictive, cruel, malicious or humiliating attempts to undermine an individual or groups of people through such activities as:

- 1. Making life difficult for those who have the potential to do the bully’s job better than the bully,**
- 2. Shouting at staff to get things done,**

73 **3. Insisting that the bully’s way of doing things is the only way,**

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75 **4. Refusing to delegate because the bully feels no one else can**
76 **be trusted,**

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78 **5. Punishing others by constant criticism or by removing them**
79 **from their jobs for being too competent.**

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81 **It is misconduct for an employee to direct the subject behavior at**
82 **another employee of whatever stature, or to customer’s, contractors, or**
83 **visitors to the work site.**

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85 **4. The policy prohibits retaliation against employees who bring harassment**
86 **charges or assist in investigation charges. Any employee found to have**
87 **engaged in retaliatory action or behavior will be subject to discipline.**

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91 B. The Employer agrees to annually inform employees of their rights under 5 U.S.C.

92 7114(a)(2)(B) through an electronic transmission which contains a link to the OPE

93 Web site. During his/her initial orientation, each employee will be provided with a

94 copy of Weingarten rights in the orientation package **and will be provided training**

95 **regarding retirement options.**

96

97 C. SSA will make every reasonable effort to continue existing arrangements /
98 accommodations for the secure storage of appropriate personal belongings. Any
99 search of these accommodations must be done in compliance with applicable
100 ~~Agency-wide procedures/policies~~ **instructions per SSA Personnel Policy Manual**
101 **S297_1 “(formerly PGS Guide, Chapter IV, SSA Guide 12-1 entitled “Access to**
102 **Official Material in Employee’s Desks dated 8/22/74).** If the Agency decides to
103 modify existing Agency-wide procedures/policies, it will provide appropriate notice to
104 the union and the opportunity to bargain. ~~to the extent required by 5 USC Chapter~~
105 ~~74.~~ When new furniture is installed, the furniture will contain lockable, secure space
106 for the storage of personal belongings.

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108 D.
109 1. SSA will make every reasonable effort to conduct discussions between
110 supervisors and employees, other than routine **run-of-the-mill** work related
111 conversations, in private. **Run-of-the-mill” work conversations are normal,**
112 **everyday discussions of the work that needs to be done, how it is done,**
113 **changes in the work, etc. This does not include criticisms of work,**
114 **performance problems, discipline discussions, etc.**
115
116 2. If an employee is to be served with a warrant or subpoena, it will be done in
117 private to the extent that the Employer has knowledge of and can control the
118 situation.

119

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

125
126 E. All employees who are new to a facility will be introduced to the staff during the first
127 week, ~~or shortly thereafter~~, they report for duty.

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129 F. Management will make reasonable efforts to provide in-office security to protect
130 employees' personal belongings. Employees will exercise reasonable care to
131 protect their personal belongings and will minimize the number of personal items
132 brought to the office. Upon request, management will instruct employees on filing a
133 claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case
134 of loss.

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136 G.
137 1. An employee's decision to resign or retire (if eligible for optional retirement)
138 shall be made freely and in accordance with law, including prevailing
139 regulations.

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141 2. If an employee is facing removal or termination, the employee may resign,
142 freely and in accordance with law, including prevailing regulations any time

143 prior to the effective date. An employee may withdraw his/her resignation prior
144 to the effective date, as long as the position is uncommitted or unencumbered.

145

146 **3. Any employee who resigns will have a seven (7) day grace period to**
147 **rescind their resignation.**

148

149 H. The Employer will continue to provide retirement planning information to bargaining
150 unit employees who are within ~~twelve (12) months~~ **five (5) years** of retirement
151 eligibility. Such information may include, but is not necessarily limited to, individual
152 counseling, elder care assistance, retirement materials, legal services counseling,
153 life and medical insurance counseling, etc. **Employees in all components will be**
154 **given advance notice and an opportunity to attend a one-day pre-retirement**
155 **seminar with investment planning. A 2-day retirement seminar will be**
156 **provided to all employees at least five (5) years before the eligibility**
157 **requirements for regular retirement are met. These seminars will discuss**
158 **considerations necessary for planning for retirement, including, but not**
159 **limited to, Federal benefits options, best retirement dates, Thrift Savings Plan**
160 **(TSP), TSP withdrawal options, insurance, employment, and military service,**
161 **etc. In-person seminars will be provided to employees in all components.**
162 **Employees will not be required to use annual leave to travel to and from, as**
163 **well as attend pre-retirement and/or retirement seminars. ~~When in-person~~**
164 **~~seminars are not available (e.g., certain field components not located within a~~**
165 **~~metropolitan area), the Agency will continue to make retirement information available~~**

166 ~~to employees within 12 months of retirement eligibility through videotapes, other~~
167 ~~available technology, live broadcasts and/or live interactive telecasts on the SSA~~
168 ~~National Satellite Network.~~

169

170 I. Complaints to management about an employee from members of the public or co-
171 workers shall be brought to the attention of the employee as soon as possible. **Any**
172 **observation or complaint regarding an employee's conduct or performance**
173 **that may be used to propose discipline or a performance based action in**
174 **accordance with Article 21 or Article 23 will be brought to the attention of the**
175 **employee as soon as possible after the event.**

176

177 J. Employees shall have the right to direct and fully pursue their private lives, personal
178 welfare, and personal beliefs without interference, coercion or discrimination at the
179 worksite, and without imposition of discipline or adverse action unless such pursuit
180 impairs the efficiency of the service.

181

182 K. Management may not discipline an employee who refuses to obey an order that is
183 found to be unlawful or illegal.

184

185 L. In accordance with existing statutes and regulations employees have the right to
186 present their personal views to Congress, the Executive Branch or other authorities
187 without fear of penalty or reprisal.

188

189 **M. Employees will not be disadvantaged in regards to Agency programs/events**
190 **(Bring Your Child to Work Day, Retirement Seminars, Programs Sponsored by**
191 **the Health Center, Commemorative Events, etc.) because of the shift or tour-**
192 **of-duty the employee is assigned. To the degree possible, management will**
193 **schedule these programs to correspond to the employee’s assigned shift**
194 **and/or tour-of-duty. If it is not possible to schedule these programs/events**
195 **within the employees shift and/or tour-of-duty, the employees will be allowed**
196 **to change their shift and/or tour-of-duty based on a mutually agreed upon**
197 **method, or will be allowed to work credit/compensatory time for those**
198 **programs/events that are scheduled during hours of work the employee is not**
199 **scheduled for work.**

200

201 Section 3. Whistle-Blower Protection

202

203 ~~Management recognizes the right of every bargaining unit employee to be free from~~
204 ~~reprisal for the lawful disclosure of information~~ **Employees are protected by the**
205 **Whistleblower Protection Act against reprisal for the lawful disclosure of**
206 **information**, which the employee reasonably believes evidences a violation of any law,
207 rule or regulation, **collective bargaining agreement, gross evidences**
208 mismanagement, a ~~gross~~ waste of funds, an abuse of authority, or a ~~substantial and~~
209 ~~specific~~ danger to public health or safety, ~~unless the disclosure is specifically prohibited~~
210 ~~by law.~~

211

212 The Employer will annually provide employees with an electronic link to the U.S. Office
213 of Special Counsel (OSC) web site which **informs employees of the prohibition to**
214 **taking personnel actions against an employee because of whistle blowing and**
215 contains **phone numbers**, forms and information for filing a **complaints or making**
216 disclosures. ~~The OSC receives and evaluates whistleblower disclosures. Information,~~
217 **either written or oral, from management to employees regarding whistle blowing**
218 **disclosures will not state that the preferred method of reporting such violations is**
219 **to bring them to the attention of either their supervisor or manager.**

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221

222 Section 4. Official Records and Files in General

223

224 A.

225 1. No personnel record may be collected, maintained, disclosed, or retained
226 except in accordance with law, government-wide regulations, SSA Personnel
227 Policy Manual S293_1 **dated 9/1/93** and this agreement. If the Agency initiates
228 changes to SSA Personnel Policy Manual S293 or other policy that affects
229 official records or files, it will provide appropriate notice to the Union and the
230 opportunity to bargain. ~~to the extent required by 5 USC Chapter 71.~~ All
231 personnel records are confidential **shall be viewed or disseminated by**
232 **officials/employees only with a legitimate administrative need to know,**
233 and must be retained in a secure location, at the employee's permanent duty

234 station. Official personnel folders may be located at certain administrative
235 centers.

236
237 2. All policies on the maintenance of personnel records, record keeping
238 standards, and special safeguards for automated and/or electronic records will
239 be followed in accordance with applicable law and regulation.

240
241 3. An employee has the right to be informed about records that are maintained
242 about him or her and are filed, in a system of records that is personally
243 identifiable, that are not legally prohibited from disclosure. Upon request, an
244 employee may also see such records ~~that are not legally prohibited from~~
245 ~~disclosure~~ and have a copy made of them. The Employer will provide an
246 annual notice by electronic medium to each employee regarding these rights.

247
248 **When the agency initiates a new record that contains personal identifiable**
249 **information, employees must be notified of its existence and afforded**
250 **their rights to request a copy of the record.**

251
252 B.

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

257 the presence of a management official. The employee shall have the right to
258 prepare and enter on the record, while on duty status, a response to material
259 placed in such records.

260
261 2. Employees will be allowed to enter into their SF-7B file or electronic equivalent,
262 additional information or documents, within reason, that are appropriate,
263 relevant, work related and that are not in violation of law or government-wide
264 rules or regulations. If the Agency decides to implement an electronic
265 equivalent to the SF-7B file, it will provide appropriate notice to the Union and
266 the opportunity to bargain. ~~to the extent required by 5 USC Chapter 71.~~

267
268 C. Access to personnel records of the employee by the employee and/or the authorized
269 representative normally shall be granted within two (2) working days of the request if
270 such records are maintained on the premises in which the employee is located and
271 are immediately available. If the records are not so maintained as available, the
272 Employer will initiate prompt action to obtain the records from their location.

273
274 D. Personal notes pertaining to an employee not qualifying as a system of records
275 under the Privacy Act may only be kept and maintained by and for the personal use
276 of the management official who wrote them. Such notes will not be disclosed to
277 anyone. These notes must be maintained in a secure location. Personal notes
278 shown or circulated to anyone must be maintained in accordance with this Section.
279 These personal notes or memory joggers will not be used to circumvent timely

280 disclosure to an employee, nor may they be used to retain information that should
281 properly be contained in a system of records such as the SF-7B file. The personal
282 notes will be kept or destroyed as the manager who wrote them sees fit. If any of
283 these conditions are broken, these personal notes are no longer mere extensions of
284 the supervisor's memory and become records subject to the Privacy Act.

285
286 If a memory jogger is maintained in electronic form, such a record will only be kept
287 on a portable electronic medium which is solely under the control of the
288 management official who created it. The portable electronic medium will be locked
289 in a secure storage area with access limited to the management official who created
290 the record.

291
292 **After 6 months, information contained in a memory jogger must be reduced to**
293 **writing and put into a system of records or it cannot be used in an**
294 **administrative action taken against an employee. This section does not**
295 **change the intent of Section 5 E below.**

296
297 Section 5. SF-7B Extension File

298
299 A. Except as specifically authorized by this agreement, the SF-7B Extension File or
300 electronic equivalent, is the only authorized file for personnel records, which may be
301 maintained by a supervisor, other than the official personnel folder.

302

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

306

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

309

310 D. Employees shall be advised of the nature and purpose of their official personnel
311 folder, SF-7B Extension File or electronic equivalent, and their locations. Employees
312 shall be notified and given a copy of any material placed in the SF-7B Extension File
313 or electronic equivalent within three (3) working days. Employees may review their
314 Official Personnel File and request a copy of any material therein. Employees should
315 acknowledge receipt by signature. It is understood such acknowledgment does not
316 constitute agreement with the contents. It is understood an employee may request
317 and, within reason, receive additional copies at any time.

318

319 **E. Other than records that are exempt, any record that has not been disclosed to**
320 **an employee on a timely basis and placed in any file authorized by law,**
321 **government-wide regulations and this contract, cannot be used in either a**
322 **disciplinary or adverse action or performance based actions.**

323

324 Section 6. Representational Rights

325

326 A. If the employee wishes to discuss a problem or potential grievance with a Union
327 representative, the employee shall have the right to contact and meet with the Union
328 representative on duty time. The employee will be released from duties to contact
329 and meet with the Union representative when he/she requests to exercise this right,
330 unless there is a **pressing operational exigency.** ~~need to provide immediate~~
331 ~~service balanced with the employee's need to meet with a union representative.~~

332
333 ~~If an employee wishes to discuss a representational matter with a Union~~
334 ~~representative, the employee shall have the right to contact and meet with the Union~~
335 ~~representative on duty time. Normally, the employee will be released from duties to~~
336 ~~contact and meet with the Union representative when he/she requests to exercise~~
337 ~~this right. The release may be delayed for up to one workday when release at the~~
338 ~~requested time would conflict with the need to provide immediate service balanced~~
339 ~~with the employee's need to meet with a Union representative, and no harm to the~~
340 ~~employee would result. Delaying an employee's release will extend by one workday~~
341 ~~any time limits that may apply to the representational matter.~~

342
343 B. When the manager is aware that a meeting may result in disciplinary action, the
344 manager will inform the employee of the general purpose of the meeting **and will**
345 **inform the employee of their right to have a union representative present if**
346 **he/she chooses. The employee will also be given a copy of a statement**
347 **informing them of their right to union representation at the meeting. The**
348 **employee will be asked to sign the statement acknowledging receipt of it.**

349

350 If the employee reasonably believes that the event may result in a disciplinary action
351 against him/her, he/she may request union representation. Once an employee
352 chooses to exercise this right by requesting representation, no further questioning or
353 action will take place until the employee's representative is present, provided no
354 unreasonable delay occurs. However, this does not apply to routine work related
355 conversations.

356

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

360

361 D. The Administration will provide the Union with reasonable advance written notice of
362 ~~written personnel~~ surveys concerning conditions of employment **and work**
363 **operations** that involve bargaining unit employees when such surveys are initiated
364 **at any level** ~~the SSA national level; the national component level; the regional level;~~
365 ~~or by OHA Headquarters or a DOC or PSC.~~ The Administration will also provide the
366 Union with an advance written copy of survey results as soon as possible after
367 completion. If the results of the survey will not be made available in a reasonable
368 amount of time, the Agency will provide the Union with an anticipated receipt date.

369

370 This section is not intended to **preclude** ~~terminate~~ any Union involvement in such
371 surveys that may exist in accordance with **past practice, the parties mutual**

372 ~~agreement or the statute. 5 U.S.C. 71. It is further understood that employee~~
373 ~~surveys will conform to the requirements of 5 U.S.C. 71.~~

374

375 E.

376 1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit
377 employees, the Union shall be given the opportunity to be represented at any
378 formal discussion between one or more representatives of the Agency and one
379 or more employees or their representatives concerning any grievance, formal
380 EEO complaint, settlement discussions, **and performance actions such as**
381 **Performance Enhancement Plans.** ~~to the extent required by law or any~~
382 ~~personnel policy or practices or other general condition of employment.~~ The
383 agency will give the designated Union representative sufficient advance notice
384 to exercise its rights under this section.

385

386 2. The attendance of the designated Union representative will be acknowledged
387 by the Agency at the start of such formal discussions. In accordance with the
388 statute, the Union's representative will be given the opportunity to ask
389 questions relative to the matter being discussed on behalf of the employees,
390 and may make a brief statement as to the Union's position on the matter under
391 discussion. ~~The parties agree to maintain professional decorum throughout the~~
392 ~~discussion. Management is under no obligation to delay the start of the meeting~~
393 ~~if the Union Representative is not present.~~

394

395 **3. For regularly scheduled formal discussions, the notice and a meeting**
396 **agenda will be provided to the Union no less than five (5) work days in**
397 **advance. Designation of the Union’s meeting representative and the**
398 **reporting of the representative’s time will be in accordance with Article**
399 **30.**

400
401 **4. Formal discussions include electronic IVT meetings (and any other**
402 **electronic communication media – conference calls, IVT broadcasts or**
403 **any new communication methodology.)**

404
405 **For all formal discussions including those held via any form of electronic**
406 **media:**

- 407 **a. The Union will be given sufficient advance notice to have a**
408 **representative present. This includes the opportunity to be**
409 **present in the studio at the time of an IVT broadcast.**
- 410 **b. The Union’s presence will be acknowledged, and the Union will be**
411 **given the opportunity to fully participate in any discussions.**
- 412 **c. Notice will be given both at the highest level of origination**
413 **(National, Regional or Component) as well as in each installation**
414 **where an IVT broadcast is shown.**

415

416 **The Union will have the right to be present at the origination broadcast of**
417 **any IVT meeting which meets the definition of a formal discussion and in**
418 **which a question and answer session will be part of the program.**

419
420 **Since many IVT sessions are taped and shown to employees at a later**
421 **date, if the broadcast meets the criteria for a formal meeting and includes**
422 **a question and answer session, the Union must be provided separate**
423 **notice and the opportunity to be present at both the live broadcast as well**
424 **as in each local facility in which a tape of the broadcast will be shown.**

425
426 F. When an employee is being interviewed by an SSA investigative official and
427 criminal charges against the employee are being considered, the employee will
428 be informed that criminal misconduct is involved and will be advised of his/her
429 right to be represented by an attorney and/or the Union at the interview and the
430 right to remain silent.

431
432 G. In conducting investigations regarding a non-criminal matter that may result in an
433 adverse determination about an employee's rights, benefits, and privileges, the
434 parties are reminded that the Privacy Act requires that, to the extent practicable,
435 information should be initially collected directly from the subject employee.

436
437 H. Confidentiality in OIG Investigations

438

439 1. The parties recognize the need for confidentiality during investigations of
440 sensitive issues.

441

442 2. A copy of the statement of the employee will be routinely given to the
443 employee.

444

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

447

448 I. Last Chance Agreement

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

452

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

455

456 3. All Last Chance Agreements must have a specific duration period, **not to**
457 **exceed 1 year.**

458

459 J. The union has the right to be present during questioning of potential bargaining unit
460 witnesses for any third party hearing ~~as required by 5 USC 74.~~ **Witnesses on**
461 **whom the Agency is relying to support a disciplinary, adverse or performance-**

462 **based action will be made available to the subject of the action and their**
463 **representative.**

464

465 K. The Agency will **pursue legal action to the fullest extent possible against**
466 **members of the public who engage in Title 18 violations. This includes**
467 **encouraging Department of Justice to prosecute such actions.** ~~encourage law~~
468 ~~enforcement officials to prosecute any alleged violation of 18 U.S.C. 1114 relative to~~
469 ~~workplace violence by members of the public.~~

470

471 L. **Where the subject of an investigation is being interviewed regarding possible**
472 **criminal conduct and prosecution, at the beginning of the interview the**
473 **employee shall be given a statement of Miranda rights contained on the form**
474 **(Appendix A). If the employee waives his/her rights, the employee shall so**
475 **indicate by signing the above referenced form, and shall be given a copy of**
476 **said executed form.**

477

478 M. **The responsibility for taking disciplinary or performance based action in a**
479 **timely manner will date from the Agency's constructive knowledge of the**
480 **matter.**

481

482 N. **Employees will be provided by the Agency with legal support to the extent**
483 **authorized by law.**

484

485 Section 7. Voluntary Activities

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

493

494 Section 8. Outside Employment

495

496 A. Employees are advised that regulations require that some outside employment
497 requests must be submitted in writing to management for approval in advance. The
498 Agency agrees to continue its policy of fair and equitable application of appropriate
499 regulations in this area.

500

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

505

506 **C. If an employee wishes to dispute the agency's initial disapproval or later**
507 **rejection of outside employment under this Article, the employee may file a**
508 **third step grievance directly with the third step official if he/she does not feel**
509 **that Section 1 of this article has properly been applied. Such a grievance must**
510 **be filed within five (5) workdays of the agency's initial disapproval or later**
511 **rejection of the outside employment. Such a grievance will be treated exactly**
512 **as if it had been processed through this agreement's grievance procedure,**
513 **and is now at the third (3) step of the procedure.**

514

515 Section 9. Timely and Proper Compensation

516

517 A. The Employer will make every effort to ensure that employees receive their
518 paycheck/full compensation due (amount that was due based on payroll
519 transmission) on the established payday. The Employer will make every effort to
520 ensure that employees receive their paycheck/full compensation due, bonds and W-
521 2 forms at the address or electronic site designated by the employees, in
522 accordance with Treasury Department rules and regulations. Employees are
523 responsible for reviewing their electronic earnings and leave statements and
524 notifying their supervisors of any unexplained changes.

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

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C. Employees are responsible for arranging for the timely repayment of overpayments. Where employees have been overpaid, the Employer will advise employees of the procedures available and provide the necessary forms for filing a request for waiver of overpayments in accordance with the provisions of the Debt Collection Act MOU.

The Debt Collection Act MOU is incorporated into this agreement. The parties will meet within 60 days of the effective date of this agreement to negotiate a revision of the written Debt Collection Notice. Employees will be given a minimum of sixty (60) days written notice before the Agency initiates deductions from the current pay account of the individual.

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

1. The Agency may, at the employee's request, authorize an emergency payment to an employee when his/her full compensation due is not received on the established payday, subject to Sections 3 and 4 of this section.
2. Emergency employee payments cannot be an advance of salary, but can only be for the amount earned for a pay period which was not paid to the employee on the established payday.

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

- a. Employee not paid on scheduled payday due to an administrative error or to delay in processing;
- b. Non-receipt of wire transfer by a Financial Institution;
- c. Missing or undelivered salary check;
- d. Lost or stolen salary check.

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

- a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel advance, salary overpayment, etc.);
- b. Employee has resigned or transferred out of SSA.

5. At the time the emergency payment is issued, the Agency will obtain a promissory repayment agreement from the employee who is missing his/her full compensation and to whom the emergency payment is made. The repayment agreement will state:

575

576 a. that the employee has not received or deposited the payment;

577

578 b. that the employee is liable to repay the emergency payment to the
579 Government within 3 days of receipt of a salary payment, i.e., the original
580 payment or any replacement salary payment, whichever is received first;

581

582 c. that in the event both an original payment and a replacement payment are
583 received, the employee will be responsible for returning to the Payroll
584 Liaison Staff whichever payment is received later;

585

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

589

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

593

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

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Section 10. Statutory Requirements

Personnel management in SSA shall ~~continue to~~ be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request. **There shall be no Agency-wide rules applicable to bargaining unit employees that are not included in this agreement, or otherwise agreed to by the Union, clearly communicated to the employees, and made available to any employee upon request. This shall include, but is not limited to, any “Annual Personnel Reminders” and to any “Table of Penalties” for inappropriate systems access or any other potential disciplinary action.**

Section 11. Non-Work Space

The Agency will provide employees with access to clean and comfortable meal and break areas in close proximity to their work areas. The meal areas should include kitchen facilities including sinks, microwaves, refrigerators, and appliances for heating, toasting, making coffee and tea, etc. These areas should be away from customers, clients, and other non-employees whenever possible.

619 **In the rare cases in which it is impossible to provide onsite space for meals or**
620 **break periods, the Agency will work with the Union to identify locations where**
621 **employees can spend these non-work periods.**

622

623

624 **Section 12. Space for Employee Fitness**

625

626 **Upon written request, the Agency will provide available space, such as**
627 **conference rooms, training rooms, etc., for use by employees for exercise**
628 **classes, aerobics, and other physical fitness activities. This space may be made**
629 **available during normal operating hours for use by employees during their lunch**
630 **hours or non-working hours, to the extent that these activities do not cause a**
631 **disruption to the office. Where convenient facilities exist nearby, the Union and**
632 **the Agency will explore a joint use program provided there is no cost incurred by**
633 **the Agency.**

634

635 **Section 13. New Employee Orientation**

636

637 **A. Goal of Employee Orientation**

638

639 **An effective Orientation Program is an important component in achieving**
640 **goals to establish and maintain an effective, diverse and motivated work**
641 **force by ensuring that all employees receive training regarding their**

642 **rights, benefits, roles and responsibilities as employees of the Agency.**

643 **The Orientation Program will be administered in accordance with 5 CFR**

644 **410 and 5 CFR 724.203.**

645

646 **B. Frequency of Employee Orientation**

647

648 **Employee orientation training will be conducted on a recurring,**

649 **scheduled basis at least once every quarter, and all new employees will**

650 **be required to attend.**

651

652 **C. Notification and Information**

653

654 **1. The Agency will determine the length, contents and agenda of the**

655 **training. The Union will be included on the agenda for purposes of**

656 **addressing new bargaining unit employees.**

657

658 **2. The Union will be notified as soon in advance as possible of the**

659 **scheduled dates for employee orientation; however, under no**

660 **circumstances will the notification be less than ten (10) days prior to the**

661 **orientation session.**

662

663 **3. The Union will be provided with copies of all commitment letters sent to**

664 **bargaining unit employees at the same time the letters are mailed to the**

665 **employees but no later than five (5) days prior to the orientation**

666 **session. The letters will contain, at a minimum:**

667

668 **a. Prospective employee's name;**

669 **b. Entry on duty date;**

670 **c. New position title, grade and series;**

671 **d. Location of the position; and**

672 **e. A statement that the position is in the bargaining unit and the**

673 **name of the exclusive representative and council or local**

674 **number.**

675

676 **4. If the Agency does not utilize commitment letters, the Agency will**

677 **provide the Union with a list of the information requested in Section 3.3**

678 **above no less than five (5) days prior to the orientation session.**

679

680 **5. The Agency agrees that within five (5) days prior to the orientation**

681 **session or included with the commitment letters, the Agency will**

682 **include a Union-provided letter or brochure, agreed to by the National**

683 **Parties, welcoming the employee and outlining the benefits of**

684 **membership in the Union. The Union will be responsible for providing**

685 **this material to the Agency for inclusion.**

686

687 **6. A copy of this Agreement will be included as part of any employee**
688 **orientation package that is distributed to bargaining unit employees.**

689

690 **D. Union Participation**

691 **1. Subsequent to the introduction of the Union, the Agency will,**
692 **subject to the availability of appropriate media equipment, show**
693 **an AFGE video which will not exceed 20 minutes. The time allotted**
694 **for the video will be in addition to the time allotted to the Union**
695 **representative as stated in Article 52, Section 3.**

696 **2 .The Agency will make every effort to schedule employee**
697 **orientation during a regularly scheduled work week of Monday**
698 **through Friday during core work hours as agreed to in Article 52,**
699 **of this Agreement. In the event the work schedule of the Union**
700 **representative does not permit attendance at the orientation, the**
701 **Agency will consider altering the representative’s tour of duty or**
702 **approve credit hours for the representative’s attendance outside**
703 **of a scheduled tour of duty.**

704 **3. If a bargaining unit employee is unable to attend a schedule**
705 **orientation session, the Union will be afforded a minimum of thirty**
706 **(30) minutes to meet with the employee on the employee's first day**
707 **of work with the Agency.**

708

709 **E. Other Orientation**

- 710 **1. Union representatives may address a training class during the**
711 **non-instruction hours of the class members.**
- 712 **2. One (1) week of each year, to be agreed upon annually between the**
713 **Parties at the National level, the Agency will be scheduled as**
714 **Labor Recognition Week. During that week, the Union may use the**
715 **Agency’s cafeterias, break rooms and snack bars in main**
716 **headquarters offices and all posts-of-duty to display exhibits to**
717 **publicize the contributions of organized labor, particularly AFGE,**
718 **to society and Federal employees. Meeting rooms may also be**
719 **made available in accordance with Article 11 of this Agreement.**
- 720 **3. All bargaining unit employees will be provided with one (1) hour of**
721 **administrative time to participate in Labor Recognition Week**
722 **activities which will be publicized jointly by the Agency and the**
723 **Union.**
- 724 **4. The Union (at the council and each local level) shall be provided**
725 **with forty (40) hours of official time to prepare and conduct Labor**
726 **Recognition Week activities. The Union may choose how to divide**
727 **this time among its representatives. This will be over and above**
728 **the time granted under Article 30, Official Time.**

729

730

731 **APPENDIX A**

732

733 **MIRANDA WARNING**

734

735 **Statement of Rights**

736

737 **Before we ask you any questions, it is my duty to advise you of your rights.**

738

739 **You have the right to remain silent.**

740

741 **Anything you say can be used against you in court, or other proceedings.**

742

743 **You have the right to consult an attorney before making any statement or**
744 **answering any questions, and you may have him/her present with you during the**
745 **questioning.**

746

747 **If you decide to answer questions now with or without a lawyer, you still have the**
748 **right to stop the questioning at any time, or to stop the questioning for the**
749 **purpose of consulting a lawyer.**

750

751 **However,**

752 You may waive the right to advice of counsel and your right to remain silent, and
753 you may answer questions or make a statement without consulting a lawyer if
754 you so desire.

755

756 -----

757 Waiver

758

759 I have had the above statements of my rights read and explained to me and fully
760 understanding those rights I waive them freely and voluntarily, without threat or
761 intimidation and without any promise of reward or immunity. I was taken into
762 custody at _____ (time), on _____ (date), and have signed this
763 document at _____ (time), on _____ (date).

764

765

766 _____

767 (Name)

768 **Witnesses:**

769

770 _____

771 (Name)

772

773 _____

774 (Name)