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Article 9

Health, and Safety and Wellness

Section 1. General

A. The Administration shall provide a safe and healthy work environment in accordance with Executive Order 12196 and the Department of Labor implementing regulations.

The Administration and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the Employer's control. **The parties recognize that accurate reporting of incidents is essential to the health and safety of employees in SSA.**

B. **Occupational safety, health and fire standards adopted by HHS will be used throughout SSA and shall be considered minimum requirements. Special SSA Standards will be recognized as standards for SSA facilities.** Deviations from either the OSHA Standards or the Special SSA Standards will be granted only in accordance with AIMS 13.04.06. At the time a deviation is requested, the Union will be notified at the appropriate level and will receive a copy of the request for deviation. **If the agency proposes to deviate from the OSHA standards, notice and opportunity to bargain will be provided to the Union.** The Union, at the

24 appropriate level, will be kept informed of the status of the request.

25

26 The Administration will **semi-annually (normally June and December)** provide all
27 incident and accident figures required by SSA and OSHA to the appropriate Union
28 component Health and Safety committee. These figures will be provided at the
29 component level and will identify components and facilities. The Administration will
30 also provide Agency-level workers compensation figures required by SSA and
31 OSHA to the General Committee. The Administration will **provide** ~~make available,~~
32 ~~upon request,~~ raw data (incident reports, **contract guard reports**, workers'
33 compensation claims, etc.) at the regional office and headquarters component level
34 **semi-annually. The Administration will also semi-annually (normally June and**
35 **December) provide copies of all OSHA complaints filed in each component,**
36 **the disposition of such complaints and NIOSH HHE (Health, Hazard**
37 **Evaluation) for each SSA facility to the AFGE General Committee**
38 **Spokesperson, AFGE Council Presidents, Local 1923 President, and WBDCC**
39 **President or his/her designee. Facility managers will provide a copy of all**
40 **OSHA complaints and NIOSH HHEs, at the time of the incident, to the Local**
41 **President or his/her designated AFGE representative.**

42

43 C. OSHA fire standards, National Fire Codes, and the National Building Code will be
44 used throughout SSA and shall be considered minimum requirements. Special SSA
45 Standards will be recognized as recommended standards for SSA facilities.

46

47 If it is necessary to alter AIMS Chapter 13, management will **provide notice and**
48 **bargain with the Union, upon request.** ~~fulfill any obligation to bargain to the extent~~
49 ~~required under 5 U.S.C. 71 and Article 4 of the Master Agreement.~~

50

51 D. ~~Management agrees to inform the appropriate union representative of all~~
52 ~~construction activities occurring during normal work hours. When the activity occurs~~
53 ~~in space immediately occupied by employees, management will take appropriate~~
54 ~~safety measures. When management determines that exposure to unsafe or~~
55 ~~unhealthy working conditions which cannot be immediately corrected may result in~~
56 ~~the likelihood of illness or injury, employees will either be assigned work in a safe~~
57 ~~and healthy area in the same office or deployed to another installation. The Agency~~
58 ~~will provide notice and, upon request, bargain with the Union to the extent required~~
59 ~~by 5 USC 71.~~

60

61 E. ~~All official time authorized for activities under this Article will be in accordance with~~
62 ~~Article 30 of the National Agreement.~~

63

64 **Section 2. Committees**

65

66 A. The parties agree to continue as presently constituted, the health and safety
67 committee in headquarters, each PSC, OHA **ODAR** headquarters, in the **WBDOC**
68 and the Auburn **and Albuquerque** TSCs.

69

70 B. The parties agree to continue the three national component level committees for the
71 FO, ~~ROQA~~ **OQP** and ~~OHA~~ **ODAR** field components. These committees will be
72 composed of Union representatives and management officials. The Union may
73 appoint up to three members.

74
75 SSA will pay for all authorized travel and per diem expenses incurred by Union
76 members of National health and safety committees when attending the national
77 health and safety committee meeting. All National Health and Safety Committees
78 will meet three (3) times a year for two work days; extensions will be by mutual
79 agreement. **All OSHA and NIOSH HHE complaints and their outcomes will be**
80 **discussed at the first quarterly meeting of the National Health and Safety**
81 **Committees.**

82
83 **A joint AFGE General Committee/SSA Health and Safety Committee will be**
84 **established consisting of one (1) Union representative from each of the six (6)**
85 **SSA components. The General Committee level committee will meet quarterly**
86 **for 3 consecutive days. All travel and per diem will be paid by SSA for up to**
87 **six Union participants in accordance with Federal Travel Regulations and this**
88 **agreement.**

89
90 C. The parties agree to establish a health and safety committee in the **any TSC with**
91 **over 200 employees and ODAR Hearing Centers Albuquerque TSC.** The
92 committee will meet three times per year for one work day. The Union may appoint

93 up to three committee members. The Agency will not incur any travel/per diem costs
94 related to this committee.

95

96 D. When SSA houses multiple components in a facility with a health and safety
97 committee, each component in the facility will participate in the functioning of the
98 committee. All Union components in the facility will be afforded the opportunity to
99 appoint at least one representative to the facility committee. **In facilities housing**
100 **multiple components, a multi-component health and safety committee will be**
101 **established consisting of at least one AFGE representative from each**
102 **component. AFGE will have parity with management.**

103

104 E. The committee functions will include those activities set forth in Section 3A of this
105 article, unless mutually agreed to by the parties.

106

107 F. In accordance with applicable laws and regulations, the Agency will provide
108 available information which is necessary to the duties of the committee upon
109 request.

110

111 G. **Where committees currently exist or are established in multi-tenant buildings**
112 **where such issues as health, safety, security, etc will be discussed, SSA will**
113 **make a written request to allow AFGE participation in all such committees. A**
114 **copy of such notice will be provided to the AFGE Local President.**

115

116

117 **Section 3. Installation Health and Safety Structure**

118

119 A. In each installation, other than those identified in Section 2, the Administration shall
120 designate a health and safety official and the Union shall designate ~~an a onsite~~
121 health and safety representative to carry out the following functions:

122

123 ~~1. Accompany management on SSA-controlled safety inspections.~~ **Conduct**
124 **joint health and safety inspections for each facility. Jointly complete**
125 **and sign form SSA-5510-BK.**

126

127 2. Receive a copy of **the completed** Form SSA-5510-BK (Report of Safety
128 Hazard) ~~prepared by management.~~

129

130 3. ~~Accompany management, as appropriate,~~ **Joint participation** on health and
131 safety inspections conducted by other governmental authorities. **These**
132 **inspections will also include pre-acceptance inspections by GSA of**
133 **future SSA space.**

134

135 4. Receive **and investigate** employee reports of unsafe or unhealthy conditions.
136 Employees may submit such reports to either the Union or management
137 representatives **who will meet together and discuss all submissions.** ~~The~~
138 ~~official in charge of the installation will decide what, if any, action to take.~~
139 **When such a report is received the Union and management**

140 **representatives will attempt to jointly verify the facts and submit a**
141 **report, or, if not in agreement, separate reports to the official in charge**
142 **of the installation, who will decide what, if any, action to take.**

143
144 **Union representatives will not be required to divulge the identity of the**
145 **individual making the complaint or report if the individual wishes to**
146 **remain anonymous.**

147
148 **In conducting the joint investigation, the parties may seek assistance**
149 **from outside parties with special expertise.** Should the Union
150 representative be dissatisfied with **either the lack of expertise to conduct**
151 **the investigation or** the installation manager's disposition of the matter,
152 he/she may raise the matter with a Union designee of the applicable council
153 for further review. Such council designee may further review the matter at
154 appropriate management levels.

155
156 **5. Development and monitoring of abatement plans needed to correct local**
157 **conditions as appropriate.**

158
159 **6. Develop and/or monitor preventative maintenance plans for humidifier**
160 **maintenance, water spray, other HVAC system components and**
161 **asbestos/radon maintenance plans, etc.**

162
163

164 ~~7. Inform management of any alleged unsafe or unhealthy condition, for~~
165 ~~appropriate action if necessary.~~

166

167 **7.8.** Referral of matters to OSHA and/or NIOSH as appropriate.

168

169 **8.9.** Receive copies of any written notice referred by an agency official in
170 response to an employee report of an unsafe or unhealthful condition.

171

172 ~~9.~~ **10.** Receive all reports of security incidents involving threats to employees,
173 their offices and property in accordance with AIMS GAM 12.07.03. Such
174 reports may be sanitized as appropriate.

175

176 **11. Whenever a facility is closed as a result of weather or other event**
177 **including but not limited to, earthquake, volcanic eruption, fire, tornado,**
178 **hurricane, tsunami, flood, cyclone, landslide/mudslide, cave-in, etc. a**
179 **joint reopening inspection will take place. SSA will provide AFGE**
180 **representatives with copies of all inspection reports and documentation**
181 **concerning re-habitation and structural soundness of the building. The**
182 **Agency will employ experts in the field of structural soundness to**
183 **ensure safe re-habitation who will report on any structural damage to**
184 **the facility.**

185

186 **12. Receive copies of reports of any potential health and safety hazard in**

187 **an SSA facility or affecting the facility.**

188

189 **13. The AFGE health and safety representative shall be informed of any**
190 **recalls of products or materials used within the office or facility such as**
191 **headsets, chemical products etc.**

192

193 **14. MSDS/Hazard Communication Standard—will be kept informed about all**
194 **chemicals used in the workplace as required by the OSHA Hazard**
195 **Communication Standard and given copies of all MSDSs for all**
196 **chemicals newly introduced into the workplace. Should it be found**
197 **necessary to keep MSDS documents in electronic folders, AFGE health**
198 **and safety representatives will be given access to such folders as will**
199 **employees impacted by the introduction of chemicals in their work**
200 **place.**

201

202 **15. It is recognized that emergencies can occur that will require additional**
203 **health and safety activity by AFGE and SSA management such as**
204 **hurricanes, tornadoes, fires, floods. Both parties will jointly meet at the**
205 **site of the incident to assess damages and make sure the facility is safe**
206 **for employees to return. In such emergencies, SSA will provide General**
207 **Committee designees with prompt, ongoing briefings regarding the**
208 **emergency situation. Designations of appropriate AFGE**
209 **representatives will be made by the appropriate AFGE council or local**

210 **officials and officers.**

211

212 **16. Participate in the establishment of local occupant emergency**
213 **preparedness plans.**

214

215 **17. Receive copies of reports from the Automated Incident Reporting**
216 **System (AIRS).**

217

218 B. If no onsite health and safety representative is available, the Union will designate a
219 health and safety representative from a nearby facility.

220

221 ~~C. The Agency will not pay for travel and per diem for any health and safety activities~~
222 ~~described under this Section.~~

223

224 **Section 4. Abatement of Unsafe and Unhealthy Working Conditions**

225

226 A. The Employer shall make every reasonable effort to promptly abate unsafe or
227 unhealthy working conditions.

228

229 B. If there is an emergency situation in an office, the first concern is for the employees
230 and the public. Should it become necessary to evacuate a building, management
231 will take precautions to protect the safety of employees and visitors to the facility.
232 ~~Individuals~~ **Employees** will not be readmitted until **it is determined in conjunction**

233 **with whatever expert resources have been called in depending on the**
234 **circumstances, that there is no longer danger to the evacuated employees.**
235 **“Expert resources” may include, but are not limited to, local police**
236 **departments, the Federal Protective Service, local fire departments,**
237 **appropriate health authorities, etc. The Union health and safety committee**
238 **members or Union health and safety representatives will be notified as soon**
239 **as possible regarding the emergency situation.** ~~management determines that~~
240 ~~there is no longer danger to the evacuated personnel~~

241
242 .

243 When the potential for danger escalates to a level that requires emergency response
244 team, e.g., police/fire department, they will determine when the facility is safe to
245 reoccupy. The designated Union health and safety representative will be notified as
246 soon possible regarding an emergency situation.

247

248 **C.** An abatement plan will be prepared **jointly with the participation of an AFGE**
249 **designee** if the abatement of an unsafe or unhealthy working condition will not be
250 possible within ~~30~~ **3 work calendar** days. Such plan shall contain an explanation of
251 the circumstances of the delay in abatement, a proposed timetable for the
252 abatement, and a summary of steps, being taken in the interim to protect employees
253 from being injured as a result of the unsafe or unhealthy working conditions. **Form**
254 **SSA I27 may be used and a copy of the form and the abatement will be given**
255 **to AFGE.**

256

257 D. When a hazard cannot be abated without assistance of the General Service
258 Administration or other Federal leasor agency, the Employer shall act with the leasor
259 agency in its attempts to secure abatement.

260

261 **Section 5. Training**

262

263 A. Union committee members will be offered equivalent training given to management's
264 committee members, but not less than 16 hours during the life of the contract. Each
265 designated on site health and safety representative will receive ~~4~~ **16** hours per
266 **fiscal** year of health and safety training ~~with no carryover~~.

267

268

269 **AFGE and SSA will jointly agree on training agenda, topics and schedule for**
270 **training. Disputes will be resolved by the National Labor Management Forum.**

271 **All union representatives will be informed of available health and safety**
272 **training and training resources and will be given the opportunity to view such**
273 **training materials upon request and concurrence with their AFGE Local**

274 **President.**

275

276 **B. The National Health and Safety Committee members will be sent to the annual**
277 **National Safety Council Training and Expo, at agency expense.**

278

279 C. ~~If determined appropriate by Management, the Agency may offer~~ **Additional** health

280 and safety training **may be appropriate. This issue will be referred to the**
281 **National Health and Safety Committee.**

282
283

284 D. The Employer will continue to provide employees with the appropriate orientation
285 and/or training that the Employer deems necessary to perform their jobs safely.
286 Such training shall include instructions in the proper work methods to be used and
287 proper use of required equipment.

288

289 **Section 6. Identification of Local Health Service Needs**

290

291 A. Administration and the Union recognize the need and agree to cooperate in
292 identification of local health service needs, such as emergency treatment of illness
293 or injury on the job, periodic testing for early detection of chronic diseases or
294 disorders, immunization programs, periodic medical examination programs and
295 health education.

296

297 The Administration will, at a minimum, continue to provide emergency treatment and
298 physical exams where presently provided.

299

300 ~~The Administration will attempt to locate, low cost/no cost local medical providers for~~
301 ~~services such as cholesterol, blood pressure and dental screenings, mammograms~~
302 ~~and will make such information available to employees. The Administration will~~
303 **provide onsite medical provider services such as blood pressure, flu shots,**

304 **TB testing, annually. Additionally, the Agency will locate low cost/no cost**
305 **medical providers for services such as cholesterol testing, dental screenings,**
306 **and mammograms and will make such information available to all employees.**
307 **A copy of the local health providers will be emailed to all employees and**
308 **posted on the office bulletin board.** The Administration will also provide/pay for
309 flu shots when reasonably available.

310

311

312 A reasonable amount of administrative leave will be granted to employees who avail
313 themselves of these services.

314

315 B. The Employer will make appropriate arrangements for employees interviewing
316 individuals with known serious communicable diseases. **All employees will be**
317 **informed annually of their rights under 29 CFR 1960.46A to decline his or her**
318 **assigned task (such as interviewing people with communicable diseases)**
319 **because of a reasonable belief that, under the circumstances the task poses**
320 **an imminent risk of death or serious bodily harm, coupled with a reasonable**
321 **belief that there is insufficient time to seek effective redress through normal**
322 **hazard reporting and abatement procedures established by this agreement**
323 **and 29 CFR 1960.**

324

325 **Records will be kept of employees' exposure to contagious diseases. Such**
326 **exposures will be covered at regular health and safety committee meetings**

327 **and if there is no applicable committee, notice will be given to the appropriate**
328 **SSA/AFGE Council President. Statistics for disease exposure will include the**
329 **component, Region and office. Strategies for preventing future exposures will**
330 **be discussed at health and safety committees if applicable.**

331
332
333

1. Management will take appropriate precautions when there is contact with a
334 person who may have tuberculosis (TB) **or other contagious diseases**. If
335 an employee is exposed to someone at the worksite with active TB, the
336 employee will be offered a TB screening test during work hours at no cost to
337 the employee.

338

2. The Employer will keep records of employees' exposure to active TB at the
339 worksite.

341

3. The Employer will provide the employee with information, forms, and
342 assistance in filing a claim for Workers Compensation.

344

- C. Management will take appropriate precautions against the spread of infectious
345 disease. Such precautions will include, but are not limited to, **providing tissues and**
346 **hand sanitizers on all desks and workstations** ~~on interviewing desks~~ as well as
347 liquid soap dispensers and paper towels in bathroom and kitchen areas. **During flu**
348 **season and during other times when serious communicable disease is**
349 **prevalent, SSA will ensure that common use equipment and furnishings such**
350

351 **as telephones, desk surfaces, pens, etc are cleaned and sanitized daily. In**
352 **addition, SSA will discourage any physical contact between employees and**
353 **the public. SSA will also take measures to ensure that interviewing personnel**
354 **are sufficiently separated from the public to minimize the spread of**
355 **communicable disease.**

356

357 D. Management will provide timely testing for those who reasonably believe that they
358 were exposed in the conduct of their official duties to a person who may have a
359 serious infectious disease. There will be no cost to the employees for leave or the
360 exam.

361

362 E. **The Agency will provide administrative time to employees, upon request, to**
363 **participate in CPR training. Nurses who are required to take CPR classes will**
364 **be reimbursed by SSA.**

365

366 F. **SSA will provide AEDs for all SSA facilities. The Agency will provide**
367 **administrative time to employees, upon request, to participate in AED training.**

368

369 G. **SSA will provide evacuation chairs for all SSA facilities with employees above**
370 **the ground floor. Training on the proper use of evacuation chairs will be**
371 **provided to those employees who request it.**

372

373 H. **Employees who administer CPR, employees who assist other employees with**

374 **evacuation chairs, and those who use defibrillators are subjected to civil**
375 **and/or criminal action, will be provided legal representation by SSA, upon**
376 **their request.**

377

378 **Section 7. Inspections and Notification**

379

380 A. Management will assure that the designated Union representative is notified ~~and~~
381 ~~invited~~ **and invited to jointly participate in all inspections to accompany**
382 ~~management on all SSA-controlled inspections of~~ **all SSA** agency work places,
383 ~~except when that would pose a hazard to the representative.~~ **A mutually**
384 **convenient time will be determined by the parties for the inspections. Union**
385 **and management will document inspection results and any measures to be**
386 **taken to abate unhealthy or unsafe conditions. Such documentati8on will be**
387 **on a form SSA-5510, or equivalent, and signed by both parties. If there is any**
388 **dispute as to findings, each party will submit separate reports on the**
389 **disputed issues to the party ordering the inspection. Inspections will include**
390 **pre-occupancy inspections.**

391

392 B. Management will assure response to employee reports of hazardous conditions and
393 require inspections within twenty-four (24) hours for imminent dangers, three (3)
394 working days for potentially serious conditions, and normally twenty (20) working
395 days for other conditions; assure the anonymity of those making reports. However,
396 an investigation may not be necessary if through normal management action and

397 with prompt notification to employees, the hazardous condition identified can be
398 abated immediately.

399

400 C. The parties agree that each worksite facility will be inspected at least twice each
401 calendar year using form SSA-5510. In large facilities, such as headquarters, PSCs,
402 and the DOC ~~the second inspection will be a follow up inspection conducted within~~
403 ~~90~~ **45** days after completion **of each of the original** inspection.

404

405 D. When the Employer receives a report that a dangerous, unhealthful or potentially
406 dangerous or unhealthful condition is present at a particular worksite, the Employer
407 shall **immediately** notify the **Local President or designee, Health and Safety**
408 ~~Committee or the local Union Health and Safety representative~~, as appropriate, of
409 the alleged dangerous unsafe or unhealthful condition.

410

411 E. Health and safety committees will be empowered to review or recommend
412 procedures which will be considered for application in appropriate facilities to cover
413 issues such as bomb threats, possible shootings, temperature conditions, conditions
414 of evacuation and similar office health and safety problems.

415

416 **F. During the twice yearly 5510 inspections AFGE health and safety**
417 **representatives and SSA management will jointly examine and test all duress**
418 **alarms which must be placed at reception desks/counters, front end interview**
419 **areas, hearing rooms and all other locations where there is a public/SSA**

420 **employee interface in order to ensure that such devices work.**

421

422 **Section 8. Temperature Conditions**

423

424 The parties recognize that temperature conditions in and around work areas can have a
425 direct bearing on employees' health. The parties agree that the problem of temperature
426 extremes, either hot or cold, and appropriate measures to reduce the risk of exposed
427 employees are appropriate matters for referral to established health and safety
428 committees or to the local health and safety representatives, as appropriate.

429

430 **In all facilities occupied by SSA employees, the Administration should ensure**
431 **that temperatures are set at a range to maintain maximize satisfaction by**
432 **conforming to local commercial equivalent temperature levels and operating**
433 **practices pursuant to 41 CFR 102-74.185(b) and Appendix A of this Article.**

434

435 **Section 9. Reporting Unsafe and Unhealthy Conditions**

436

437 The Administration shall assure that no employee is subject to restraint, interference,
438 coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working
439 condition, or other participation in agency occupational safety and health program
440 activities.

441

442 **When a threat is received by phone or through Visitor Intake Process (VIP), the**

443 **employee may record the threat. Those recordings and any transcripts of such**
444 **recordings will be made available to the installation union health and safety**
445 **designee.**

446

447 **Incident alerts will include all threats from the public, including threats made in**
448 **person or by phone to any SSA employee. This will include copies of any Voice**
449 **Over Internet Process (VOIP) transcripts, incident alerts filed by SSA contract**
450 **guards or the like.**

451

452 **Employees witnessing an incident will be encouraged to submit a formal incident**
453 **alert to management.**

454

455 **Incident alerts will include situations such as threats or injuries to employees, or**
456 **any other incidents, but will not be limited to situations in which employees are**
457 **removed from their workplace in ambulances.**

458

459

460 **Section 10. Use of Insecticides and Other Like Chemicals**

461

462 **To the extent that the Employer has control, there will be no application of**
463 **insecticides and other like chemicals during working hours in leased space. In**
464 **SSA-controlled buildings, there will be no application of insecticides and other**
465 **chemicals during working hours. Such other chemicals include paint, carpet glue,**

466 **HVAC cleaning agents and similar construction chemicals. Whenever pesticides**
467 **are used in a large scale application, the health and safety representative or**
468 **committee, as well as employees, will receive advance notice about the spraying.**
469 **Individuals with special health needs will be reasonably accommodated.**

470

471 **Section 10 11 Asbestos**

472

473 A. The Agency shall conduct an inspection in each facility built prior to 1990 that has
474 not previously been inspected, to determine the existence of asbestos.

475

476 B. If asbestos is found to exist in any inspected building, subsequent inspections and
477 testing will be conducted in conformance with applicable Government-wide law and
478 regulations.

479

480 C. The Agency will review all construction and/or space modification contracts and/or
481 work orders to determine if asbestos is present and if so, how to proceed with the
482 construction and/or space modification work, in compliance with applicable
483 Government-wide law and regulations.

484

485 D. If air sampling indicates that airborne concentrations of asbestos fibers exceed the
486 Permissible Exposure Level (PEL), exposed employees will be notified in writing of
487 the exposure within five (5) days after discovery of the excessive asbestos
488 concentration.

489

490 E. If the airborne asbestos concentration exceeds the PEL, the Agency will insure
491 abatement of the asbestos hazard pursuant to applicable Government-wide law and
492 regulations.

493

494 F. Where friable asbestos is present, the Agency will conduct sampling at intervals of
495 no greater than six (6) months to monitor employee exposure levels.

496

497 G. Designated Union health and safety representatives will be notified of all asbestos
498 monitoring.

499

500 H. Union health and safety representatives will be given a copy of all tests monitoring
501 asbestos levels.

502

503 I. Asbestos abatement plans may include the discontinuance of work or the shifting of
504 employee work location. Notice of such abatement action will be provided to the
505 Union in advance, except in an emergency situation.

506

507 J. The Agency shall record all measurements taken to monitor employee exposure to
508 asbestos. Such records shall be maintained for at least thirty (30) years. The
509 records will include information such as the date of measurement, the operation
510 which caused exposure, the sampling method employed by SSA, the number,
511 duration and results of the samples, type of protective devices worn, and name of

512 the employee exposed.

513

514 K. SSA will initiate a maintenance program in all facilities that contain asbestos. Such a

515 maintenance program will include:

516

517 1. Inventory of all asbestos containing materials in a facility;

518

519 2. Periodic examinations of asbestos containing materials to detect
520 deterioration. This may be in conjunction with the biannual health and safety
521 inspections;

522

523 3. Written procedures for handling asbestos materials;

524

525 4. Written procedures for asbestos disposal;

526

527 5. Written procedures for dealing with asbestos related emergencies;

528

529 6. Training of those required to handle asbestos containing material in safe
530 handling procedures;

531

532 7. Training of all personnel in prohibited activities which would enhance
533 dangerous exposure;

534

535 8. The Employer must inform all employees regarding the standards contained
536 within this section regarding asbestos.

537

538 Such information must be provided to each employee on a yearly basis. Such
539 information must include instructions regarding safe asbestos handling.

540

541 L. AFGE designated Health and Safety representatives will receive copies of all
542 asbestos inspection reports when finalized.

543

544 **M. SSA will continue to provide information about asbestos inspections to the**
545 **designated AFGE asbestos health and safety representative as well as**
546 **assuring that the appropriate component Council Presidents and Regional**
547 **Vice Presidents receive notice of all inspections and inspection results.**

548

549 **N. Notice will be displayed in areas where an asbestos inspection is being**
550 **conducted and during abatement activity. Notice will also be displayed**
551 **delineating the results of the inspection and/or abatement process. In SSA**
552 **components where there is a public interface with members of the public**
553 **speaking languages other than English, notices will also be posted in the**
554 **requisite language so that bilingual employees will be able to respond to any**
555 **questions from members of the public.**

556

557

558 **Section 11. Indoor Air Quality**

559
560

561 ~~A. The Agency will provide safe, healthful indoor air quality in compliance with~~
562 ~~applicable laws and industry standards.~~

563

564 ~~B. To the extent the employer has control, there will be no applications of~~
565 ~~insecticides during work hours in leased space. In SSA-controlled buildings,~~
566 ~~there will be no application of insecticides during work hours. Whenever~~
567 ~~pesticides are used in a large scale application, the designated health and safety~~
568 ~~representative, as well as the employees, will receive advance notice.~~
569 ~~Individuals with special health needs will be reasonably accommodated.~~

570

571 ~~C. To the extent the employer has control, there will normally be no applications of~~
572 ~~construction/renovation/maintenance/cleaning chemicals during work hours in~~
573 ~~leased space. In SSA-controlled buildings, there will normally be no application~~
574 ~~of construction/renovation/maintenance/cleaning chemicals during work hours.~~
575 ~~Such chemicals include paint, carpet glue, HVAC cleaning agents and similar~~
576 ~~construction-like chemicals. However, there may be situations where chemical~~
577 ~~applications or painting may be done during the workday in isolated areas~~
578 ~~without disruption to the work environment. In this situation, the designated~~
579 ~~health and safety representative, as well as the employees, will receive advance~~
580 ~~notice. Individuals with special needs will be reasonably accommodated.~~

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Section 12. Onsite Security

- A. The Employer will make ~~reasonable~~ **every** efforts to protect employees from abusive and threatening clients and will take reasonable precautions to ensure such protections.

- B. The Employer will arrange for emergency protective assistance at each installation to enable employees to receive assistance if the situation requires it.

- C. Whenever an employee is faced with a physically threatening situation, the Employer will provide appropriate assistance.

- ~~D. Employees will not be required to divulge personally identifiable information to the public in individual circumstances where the employee reasonably believes harassment or physical abuse may result. In such cases, the employee should timely inform the supervisor.~~

- D. Employees shall only be required to identify themselves by last name, e.g., Mr. Jones, Ms. Smith.**

- E. If an employee believes that due to the unique nature of the employee’s last name, and/or nature of the office and locale that use of the last name will still identify the employee, then the employee may “register” a pseudonym with**

606 **the employee's supervisor. In that case, only the registered pseudonym will**
607 **be used.**

608

609 **E.F.** Consistent with its right to determine internal security practices:

610

611 1. Where conditions warrant, the Employer will provide equipped security guards
612 at SSA facilities.

613

614 2. SSA will equip office areas with appropriate security devices, to ensure, to the
615 maximum extent possible, employee safety.

616

617 **a. All SSA facilities will be equipped with metal detectors and**
618 **magnetometers. Sufficient guards will be assigned to all SSA**
619 **facilities to operate metal detections and magnetometers and to**
620 **patrol SSA space.**

621

622 **b. All visitors (i.e, non-federal employees) will be requested to be**
623 **examined for illegal devices in their possession through a**
624 **magnetometer.**

625

626 **c. All bags, purses, boxes, briefcases and other material hand carried**
627 **to an SSA facility by a non-federal employee visitor will be examined**
628 **through a metal detector for illegal devices.**

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- d. If a non-federal employee visitor enters an SSA facility entrance where there is no operational magnetometer or metal detection, such person will be subject to a hand search of their carry on material and questions regarding weapons that they may have in their possession.**

- e. All SSA offices will be equipped with metal detection and magnetometers within 12 months of the effective date of this Agreement.**

G. All telephones in offices will be labeled with appropriate emergency numbers.

H. Employees will be annually informed of their rights to participate in the Identity Protection Program (IPP) if they are threatened by a member of the public as a result of a work related encounter.

I. Employees annually will be informed of the agency's Domestic Violence program and the procedures to be followed in making a request for emergency reassignments or details.

J. Recognizing the privacy of the individuals involved, AFGE will receive at both the General Committee levels and at component committee levels, information as to the statistics on employees participating in the IPP and

653 **Domestic Violence programs. Such statistics will be provided by region and**
654 **component.**

655

656 **K. Documenting Disruptive Clients**

657

658 **Management will make every effort to document disruptive conduct by clients**
659 **through incident alerts, high risks VIP postings, Be On The Look Out (BOLO)**
660 **alerts, Automated Incident Reporting System (AIRS) and notations placed in**
661 **the remarks section of the MBR/SSR.**

662

663 **L. Within 60 days of the effective date of this agreement, the parties will form a**
664 **National Health and Safety Labor Management Forum for Security**
665 **(NHSLMFS). The forum will consist of six (6) management and six (6) Union**
666 **participants. All Union participants will be provided travel and per diem**
667 **expenses in accordance with Federal Travel Regulations and this agreement.**

668

669 **1. The purpose of the forum will be to review security issues and potential**
670 **security issues with the intent to enhance security measures for all**
671 **employees in each component of the Agency.**

672

673 **2. Each party will provide issues to the agenda. The parties will not drop**
674 **items from the agenda without the consent of all parties of the forum.**

675

676 **3. When the threat level to the Agency is elevated for any reason, the**

677 **NHSLMFS members will be informed within 24 hours of the increase in**
678 **the threat level.**

679

680 **4. The NHSLMFS will sponsor an annual Security Conference. Attendees**
681 **will include both Union and Management health and safety officials**
682 **from all SSA components and regions. Security conference topics,**
683 **agendas and participants will be determined by the NHSLMFS. The**
684 **Agency will pay travel and per diem costs for all participants pursuant**
685 **to Federal Travel Regulations.**

686

687 **Section 13. Leases**

688

689 A. SSA-maintained leases of spaces will be provided to the Union upon request.

690

691 B. The parties recognize the potential impact of solicitations of offers from GSA. The
692 Union will be notified timely of these situations. This provision is not a waiver of the
693 Union's right to request additional information, consultation and bargaining.

694

695 **C. To the extent of its discretion, and throughout the terms of leases,**
696 **Management will ensure that the provisions of leases that impact conditions**
697 **of employment are met, through prompt appropriate notification and timely**
698 **follow-up with appropriate parties.**

699

700 **D. Management will invite the Union to participate in market surveys of**
701 **prospective future sites for SSA facilities. The Agency will give serious**
702 **consideration to the Union’s input and suggestions. All travel and per diem**
703 **for Union officials to participate in such market surveys will be paid by the**
704 **Agency pursuant to Federal Travel Regulations.**

705

706 **E. Within 60 days of the effective date of the agreement, the parties will meet, at**
707 **the component level, to negotiate Space Allocation Standards for ODAR (field**
708 **and headquarters) and other components that do not have current Space**
709 **Allocation Standards.**

710

711

712 **Section 14. Emergency Preparedness**

713

714 A. Each facility shall have an emergency preparedness plan. This plan will publish the
715 chain of command, which will identify a member of SSA management or designee
716 who will be physically present for employee direction during all scheduled work
717 hours in each permanent installation. The plan will also cover employee
718 procedures in the event of fire, earthquake, bomb threat, tornado, flood, **volcano,**
719 **etc** ~~or similar emergency.~~ **The plan will be established at the local level with**
720 **minimum guidelines. When the Agency devises the plan, notice and**
721 **opportunity to bargain will be provided to the Union.**

722

723 B. Evacuation drills will be conducted semiannually.

724

725 **B.C.** The Employer agrees that the first concern when an employee is injured on the job
726 is to make certain that he/she gets prompt emergency medical aid. Doubts over
727 whether medical attention is necessary will be resolved in favor of arranging medical
728 aid.

729

730 **C.D.** When it is necessary to assist an employee to return home because of illness or
731 incapacitation or to provide transportation to a medical facility, the Employer will
732 assist the employee in arranging for such transportation. **If an employee provides**
733 **assistance, there will be no charge to leave.**

734

735 **D.E.** The Employer agrees to maintain adequate first aid supplies at each permanent
736 installation. All employees will have reasonable access to these supplies.

737

738 **F. In the case of emergency, the Agency will follow declarations made by State,**
739 **Local, CDC or FEMA officials.**

740

741 **G. The Emergency Preparedness Handbook will be located in a place where**
742 **employees will have access at all times.**

743

744 **H. When the office is without drinking water or functioning restroom facilities,**
745 **employees will be granted administrative time for the remainder of the day,**
746 **and such time will continue until the water and restroom facility are again fully**

747 **operational in the facility.**

748

749

750 **Section 15. Shelter-In-Place**

751

752

753 **Shelter In Place is defined as the practice of requiring individuals or groups to go**
754 **indoors and/or stay inside for protection as a result of a hazardous materials**
755 **incident or a terrorist Weapons of Mass Destruction (WMD) incident or severe**
756 **weather such as tornadoes, hurricanes, volcanoes and earthquakes. It is**
757 **expected that any emergency situation requiring Shelter-In-Place will be no more**
758 **than a few hours duration.**

759

- 760 **1. The Agency will provide notice and opportunity to bargain over any**
761 **changes in the Shelter-in-Place guidelines.**
- 762 **2. During a Shelter-In-Place emergency, the Agency will maintain**
763 **existing physical security procedures in each office. In large**
764 **facilities, the Agency will maintain multiple Shelter-In-Place sites.**
- 765 **3. Local management will ensure that office Security Action Plans**
766 **(SAP) are updated to include provisions for Shelter-In-Place,**
767 **including any risk factors for the office.**
- 768 **4. Any employee required to Shelter-In-Place after the end of their**
769 **normal tour of duty will be compensated in accordance with 5 CFR**

770 **550 and 5 CFR 551 and any other applicable law, rule or**
771 **regulation.**

- 772 **5. The Agency will provide and maintain a Shelter-In-Place**
773 **Emergency Kit which will include supplies such as the following:**
- 774 **a. Battery operated AM/FM radio with extra batteries (including**
775 **in field and hearing office kits)**
 - 776 **b. Flashlight with extra batteries**
 - 777 **c. Four (4) 6 inch light sticks**
 - 778 **d. Three (3) rolls of duct tape.**
 - 779 **e. Two (2) rolls of plastic poly wrap (two 12' X 12' sheets per kit)**
 - 780 **f. Two (2) pair of safety goggles**
 - 781 **g. Four (4) blankets (e.g. disposable/mylar)**
 - 782 **h. One dozen (12) black markers**
 - 783 **i. At least one, soft container, first aid kit which will include the**
784 **following:**
 - 785 **1. telfa non-adherent dressings (3' x 4') individually**
786 **wrapped and dated where appropriate**
 - 787 **2. two (2) 2- packs of conforming gauze roll bandages (2" x**
788 **4.1 yd)**
 - 789 **3. ten (10) 2-packs of gauze dressing pads (4" x 4")**
 - 790 **4. two (2) 2-packs of gauze dressing pads (2" x 2")**
 - 791 **5. one (1) 10-pack/unit antiseptic wipes, individual wrapped**
792 **and dated where appropriate**

- 793 **6. ten (10) unit doses of Tylenol**
- 794 **7. two (2) CPR one-way valve face shields**
- 795 **8. one (1) 20-pack Band Aids, assorted, individually wrapped**
796 **and dated where appropriate**
- 797 **9. American Medical Association First Aid Guide**
798 **Booklet/General First Aid Instructions**
- 799 **10. ten (10) units of Bacitracin**
- 800 **11. One (1) cold pack**
- 801 **12. Two (2) slings**
- 802 **13. two (2) rolls of 1' rolled tape**
- 803 **14. four (4) unit doses of Aspirin**
- 804 **15. three (3) unit doses of Diphenhydramine (Benadryl**
805 **Antihistamine) 25 mg**
- 806 **16. one (1) Combine dressing, 5" x 9"**
- 807 **17. four (4) gauze bandages, 2" x 131"**
- 808 **18. one (1) guaze bandage, 4" x 131"**
- 809 **19. one (1) elastic bandage, 2"**
- 810 **20. one (1) 4 oz bottle eye irrigation solution**
- 811 **21. two (2) sterile eye pads**

812

813 **All of the above items will be placed in an orange, nylon bag with the**
814 **SSA Logo and writing "SSA Emergency Kit".**

815 **j. The Agency will supply enough water, in each location, to**

- 816 **Shelter-In-Place for three (3) days. The water supply will**
817 **be maintained by management in the Shelter-In-Place area**
818 **or as close as possible.**
- 819 **k. The Agency will augment the supply list above considering**
820 **the special needs of an office. Examples of special needs**
821 **include, but are not limited to, cold/hot climate, hurricanes,**
822 **tornados, earthquakes, etc.**
- 823 **i. Joint training on Shelter-In-Place will be provided for**
824 **Management and Union Officials on an annual basis.**
- 825 **m. Employees will be encouraged to create and maintain a**
826 **personal safety kit in an appropriate container (i.e., vermin**
827 **proof). Items that may be appropriate include additional**
828 **dosages of medication, long sleeved shirt or jacket, snack**
829 **foods, extra eyeglass or contact lenses, other "comfort**
830 **items" and emergency contact numbers.**
- 831 **n. Designated Shelter-In-Place areas will be clearly marked.**
832 **Emergency kits will be stored in an accessible area and**
833 **there will be a back-up plan to access secured equipment**
834 **as referenced in AIMS 11.02.09.**
- 835 **o. The Agency will conduct two (2) Shelter-In-Place drills per**
836 **year in all locations.**
- 837 **p. All employees will receive annual training on Shelter-In-**
838 **Place and be notified where the water and emergency kit is**

839 **stored. All new and relocated employees will receive**
840 **appropriate training when they move to a new work area or**
841 **a new office**

842 **q. The needs of employees with disabilities, including those**
843 **with service animals, will be accommodated in accordance**
844 **with government wide rules, existing regulations and this**
845 **agreement.**

846 **r. Management will inform employees with children in onsite**
847 **child care centers to request copies of Shelter-In-Place**
848 **policies from the centers to determine whether or not**
849 **parents will have access to the center during a Shelter-In-**
850 **Place emergency.**

851 **s. Management will train all employees who act as Officer-In-**
852 **Charge on how to turn off the HVAC system or who to**
853 **contact to do so.**

854 **t. The Agency will remind employees annually of the**
855 **provisions of the Shelter-In-Place plan.**

856

857 **Section 16. Pandemic Emergencies**

858

859 **A communicable/pandemic disease is an illness caused by a specific infectious**
860 **agent or its toxic products. It arises through transmission of that agent or its**
861 **products from an infected person, animal, or inanimate reservoir to a susceptible**

862 **host, either directly or indirectly. Control of disease is the reduction of disease**
863 **incidence, prevalence, morbidity, or mortality to a locally acceptable level as a**
864 **result of deliberate effort. Continued intervention measures are required to**
865 **maintain the reduction.**

866

867 **The provisions below address the need to prepare the whole of the Agency in**
868 **case of a pandemic emergency. The primary aim is to support integrated planning**
869 **and preparations for a pandemic such as influenza.**

870

871 **In the interest of preventing employees from the need to be off work due to**
872 **illness that could lead to a pandemic, the parties agree to the following**
873 **provisions:**

874

875 **A. Employees will be provided N95 masks, upon request.**

876

877 **B. Hand sanitizers and tissues will be provided at every desk.**

878

879 **C. Sanitizing wipes will be provided at every desk to clean surfaces such**
880 **as telephones, desks, pens, pencils, etc.**

881

882 **D. A distance of six (6) feet will be provided between members of the**
883 **public and interviewers.**

884

- 885 **E. Employees will have the right to refuse a face-to-face interview if a**
886 **member of the public has a serious communicable disease such as**
887 **swine flu. Alternative means of interviewing will be used (e.g.**
888 **telephone).**
- 889
- 890 **F. If management believes an employee exhibits the symptoms of a**
891 **pandemic and could infect other employees, the employee may be sent**
892 **home, with no charge to leave.**
- 893
- 894 **G. To ensure the health and safety of other employees, members of the**
895 **staff will be informed, as soon as possible, after an employee or**
896 **member of the public with a serious communicable disease has been in**
897 **the office.**
- 898
- 899 **H. Employees will not be required to present medical documentation for**
900 **periods of absence of five (5) days or less due to exposure to a**
901 **pandemic, regardless of the type of leave.**
- 902
- 903 **I. Employees who provide evidence of a severe medical condition and**
904 **who could suffer serious consequences from interviewing, will be**
905 **offered alternatives to face to face interviewing such as work at home,**
906 **telephone interviewing, etc.**
- 907

908 **Section 1517. Stress**

909

910 The parties agree that recognizing, minimizing and coping with stress are essential
911 parts of employee wellness. ~~Management will make every effort to provide annual~~
912 ~~training on stress reduction.~~ This will be a part of the SSA Wellness Program.

913

914 Employees who feel they are experiencing harmful levels of job related stress may
915 contact employee counseling services.

916

917 **Management agrees to make every effort to minimize stress in the workplace.**

918

919 **Management will provide annual training on stress management. Within 120 days**
920 **of the effective date of this contract, SSA will meet with AFGE designated health**
921 **and safety representatives to determine the parameters and content of a stress**
922 **survey to be offered to all bargaining unit employees within 60 days after that**
923 **meeting. The participants will convene within 60 days after that meeting to**
924 **evaluate the survey and devise the first annual stress manual training video.**

925

926 **Each year thereafter, for the life of the contract, AFGE and SSA management will**
927 **devise stress management training to be provided to all employees.**

928

929 **The parties agree to form local level Stress Reduction Committees at each**
930 **worksite. The committee will consist of at least two (2) Union and two (2)**

931 **management officials. The Committee will meet quarterly to evaluate work**
932 **stressors and develop plans for immediate implementation to reduce or eliminate**
933 **stress in the workplace.**

934

935

936 **Section 1618. Smoke Free Environment**

937

938 A. In keeping with the parties' concern for the health, safety and well-being of all
939 SSA employees, there shall be "no smoking" in any SSA facility. ~~In addition,~~
940 ~~SSA may institute a "no smoking" policy on any SSA facility premises.~~ In this
941 event, the union will be notified in accordance with 5 USC 71.

942

943 B. The parties agree that they will intensify efforts to assist those employees who
944 are interested in ~~breaking~~ **participating in the smoking cessation program**
945 ~~habit. We are~~ **The Agency is** committed to making cessation programs
946 available to each and every employee who wishes to participate in them. **The**
947 **agency shall provide a minimum period of 90 days, at no cost to the**
948 **employee, to participate in SSA sponsored programs.** The cost of SSA-
949 sponsored or approved programs will be paid by SSA, not by the employees.
950 **SSA paid costs will include, but not be limited to, prescription and non-**
951 **prescription medications, medical treatment costs, nicotine replacement**
952 **therapy (NRT), skin patches, nicotine chewing gum, pills, and the like.**
953 SSA-sponsored programs will be offered on the clock unless not available during

954 duty hours. Programs approved by or sponsored by SSA **will be offered on a**
955 **fair and equitable basis to all SSA employees and will include** or will include
956 or be similar to programs conducted by the American Lung Association or the
957 American Heart Association. ~~The parties recognize that these programs will be~~
958 ~~more easily developed in the large installations, e.g., PSCs, Headquarters and~~
959 ~~the DOC.~~

960
961 Employees who wish to stop smoking but who are unable to successfully
962 complete a smoking cessation program, or who have quit smoking but are
963 experiencing related difficulties, may seek additional assistance through the
964 Employee Counseling Service. Employee participation in counseling or
965 cessation programs related to smoking is strictly voluntary. **Employees who**
966 **relapse or fail to quit smoking shall not be subject to disciplinary or**
967 **adverse action. Employees who fail to successfully complete a smoking**
968 **cessation program will be recognized by SSA to have a nicotine addiction**
969 **and will be afforded reasonable accommodation under the protection of the**
970 **Rehabilitation Act and the ADA.**

971
972 **Employees with disabilities, who smoke, will be provided reasonable**
973 **accommodation pursuant to law and regulation, and past practice.**

974
975
976 **C. Smoking will be permitted outside of the facility. Management will ensure**

977 **that a sufficient number of tobacco disposal receptacles are maintained in**
978 **at or near exterior doors/entrances.**

979

980 **D. The Agency will permit employees to attend smoking cessation classes.**

981 **Such classes will be at no cost to the employee. Any employee who avails**
982 **themselves of smoking cessation classes will be excused from work on**
983 **administrative time. These classes may be held onsite or offsite.**

984

985 **E. Employees who wish to stop smoking but are unable to successfully**

986 **complete a smoking cessation program, or have quit smoking but are**
987 **experiencing related difficulties may seek additional assistance through**
988 **the Employee Counseling Service or may seek appropriate medical**
989 **assistance. Employee participation in counseling or cessation programs**
990 **related to smoking is strictly voluntary.**

991

992 **F. Smoking cessation programs will include, but not be limited to:**

993 **1. Prescription medication costs**

994 **2. Medical treatment**

995 **3. Nicotine replacement therapy (NRT)**

996 **4. Using skin patches**

997 **5. Nicotine chewing gum**

998 **6. Pills**

999 **The agency agrees and understands that this program may be needed**

1000 **and/or used more than once as smoking is one of the hardest addictive**
1001 **habits to quit.**

1002
1003
1004 **If an employee is in a smoking cessation program, no discipline action will**
1005 **be taken for smoking for problems and/or issues.**

1006
1007 **G. SSA will maintain any existing outdoor smoking shelters that are more than**
1008 **25 feet away from any doorway or air intake ducts. Shelters closer than 25**
1009 **feet will be moved so that they are more than 25 feet way from doorways**
1010 **and air intake ducts.**

1011
1012 **H. The only courtyards in which smoking will be banned are ones totally**
1013 **surrounded by walls.**

1014
1015 **I. The Union can initiate bargaining, locally, in any location, for covered areas**
1016 **and walkway protection from the elements or for safe smoking areas.**

1017
1018 **J. The agency agrees to give the union notice and the opportunity to**
1019 **negotiate pursuant to Article 1, on any changes to smoking policy**
1020 **generated by Executive Order or other government-wide law, rule, or**
1021 **regulation. Otherwise, these provisions will continue for the duration of**
1022 **this National Agreement.**

1023
1024

1025 **Section 1719. Job Safety Analysis**

1026

1027 ~~A. In situations where information indicates that employees in a particular occupation~~
1028 ~~are suffering from a pattern of accidents, disabling injuries and/or illnesses,~~
1029 ~~management will conduct a Job Safety Analysis (JSA).~~

1030 **In situations where information received by AFGE and SSA health and safety**
1031 **representatives indicates that employees in a particular**
1032 **occupation/component are suffering from a pattern of accidents, stress,**
1033 **disabling injuries and/or illnesses, SSA and AFGE will meet through the**
1034 **General Committee Health and Safety Committee to make arrangements to**
1035 **conduct a Job Safety Analysis. Onsite health and safety committees will be a**
1036 **part of the team conducting the Job Safety Analysis.**

1037

1038 B. JSA may consist of but not be limited to the following:

1039

1040 1. General conditions under which the job is performed.

1041

1042 2. An explanation of the job steps.

1043

1044 3. An explanation to determine the hazards that exist or might occur.

1045

1046 4. Recommendations to eliminate any of the hazards identified.

1047

1048 C. Who shall receive a copy:

1049

1050 1. Copies of all available studies and all completed JSA's will be provided to the
1051 Union within 30 days.

1052

1053 2. Each employee covered by a particular JSA will receive a copy within 30 days
1054 after completion of the JSA which covers his/her position.

1055

1056 3. When a new employee reports to duty or is reassigned to a new position and
1057 a JSA has been completed, he/she will receive a copy within 30 days after
1058 reporting to duty in that new job.

1059

1060 **Section 1820. Vision Program**

1061

1062 This section concerns video display terminals (VDT), eye examinations and
1063 eyeglasses/contacts (including disposable lenses) and is entered into by and between
1064 SSA and the AFGE General Committee. This Agreement covers all employees in the
1065 AFGE bargaining unit that use a VDT as part of their normal work.

1066

1067 A. Employees shall only be eligible for VDT-related eye exams and
1068 eyeglasses/contacts (including disposable lenses) based upon supervisory
1069 certification that the employee does use a VDT in the course of their official duties.

1070

1071 B. If an eligible employee obtains a prescription from a licensed optical practitioner
1072 (e.g., optometrist or ophthalmologist) indicating that the employee needs special
1073 eyeglasses/contacts (including disposable lenses) in order to operate a VDT without
1074 eyestrain or because of other optical-related problems, the Agency shall reimburse
1075 the employee for 100% of the eye examination in an amount not to exceed **\$100**
1076 ~~\$50~~. In this process the employee must present the practitioner with a form,
1077 obtained from management, which will indicate that any prescription should only be
1078 for VDT use. The practitioner must certify on the form that the eyeglasses/contacts
1079 (including disposable lenses) are for VDT use. This form must be returned to
1080 management.

1081
1082 C. An employee who has met the conditions listed in A and B above will be entitled to a
1083 pair of eyeglasses/contacts (including disposable lenses) for VDT operation at
1084 Agency expense. The Agency will bear the cost up to **\$300** ~~\$175~~. The Agency will
1085 either procure the eyeglasses/contacts (including disposable lenses) of the
1086 employee's choice, or will reimburse the employee upon the presentation of proper
1087 documentation. The option will be left to the Agency.

1088
1089 D. Employees shall be entitled to a reasonable amount of excused absence to obtain
1090 eyeglasses/contacts (including disposable lenses), and VDT eyeglass/contact
1091 examination and fitting, provided that the employee in fact has an authorized VDT
1092 eyeglass/contact (including disposable lenses) prescription. Normally this will not
1093 exceed 2 hours total time for all matters.

1094

1095 E. ~~In accordance with the VDT Panel Recommendation (item B 6 and 7) all, or selected~~
1096 ~~groups of intensive VDT users may be requested to participate in an eye screening~~
1097 ~~examination to determine a need for special eyeglasses/contacts (including~~
1098 ~~disposable lenses) in order to operate a VDT. This process will be done at the~~
1099 ~~option of the Agency, and if instituted, would be thoroughly explained to all~~
1100 ~~participants. This screening would be provided by the Agency at no cost to the~~
1101 ~~employee. The results will not be used to prohibit or preclude an employee in any~~
1102 ~~way from participating fully in A to D above. The Union will be provided with~~
1103 ~~advance notice of any efforts in this area, and any results will be shared with the~~
1104 ~~Union.~~

1105

1106 F. If an eligible employee who has already received an Agency provided pair of VDT
1107 glasses/contacts (including disposable lenses) believes that he/she needs a new
1108 VDT-related prescription, he/she shall be eligible to re-participate in the program,
1109 consistent with each of the steps identified above.

1110

1111 ~~G. Eyeglasses/contacts (including disposable lenses) provided for under the terms of~~
1112 ~~this Agreement remain Government property, and as such, the employee may be~~
1113 ~~requested to surrender them when the employee separates from the Agency.~~

1114

1115 ~~H~~ G. Employees are ineligible for participation in the Agency's vision program while on
1116 OWCP, LWOP or extended sick leave, and not at least working part time.

1117

1118 ~~**Section 19. Work space**~~

1119

1120 ~~The agency will make every reasonable effort to provide work space that comports with~~
1121 ~~OSHA and ANSI standards and, in doing so, may consider other generally acceptable~~
1122 ~~standards, to the extent that such standards do not conflict with OSHA and ANSI~~
1123 ~~standards or with each other. Should the Agency decide to change employee~~
1124 ~~workspace including ergonomic furniture, the Agency will provide notice and bargain to~~
1125 ~~the extent required by 5 USC 71.~~

1126

1127 **Section 20.21. Moves, Expansions, Relocations and Renovations**

1128

1129 The Agency will provide the Union with advance **notice in accordance with the**
1130 **National Agreement regarding any** ~~information related to any~~ moves, expansions,
1131 relocations or renovations, **including the establishment of new offices and upon**
1132 **request, will negotiate with the Union. With respect to ODAR, AFGE will receive**
1133 **notice simultaneously with the other Unions and be allowed the opportunity to**
1134 **negotiate simultaneously or before the other Unions.** ~~Such actions will be~~
1135 ~~accomplished in accordance with applicable Agency regulations and bargained to the~~
1136 ~~extent required by 5 USC 71.~~

1137

1138 ~~Employees will select their seats within designated units based on service computation~~
1139 ~~dates (SCD).~~

1140

1141 ~~Should the Agency choose to detail employees to other offices during the relocation,~~
1142 ~~management will first determine the numbers, types and grades of employees to be~~
1143 ~~detailed to each available office and the qualifications. Employees will then select from~~
1144 ~~among available offices. Management will select based on SCD.~~

1145

1146 ~~Should the Agency choose to retain a skeleton staff at the office during relocation,~~
1147 ~~management will first determine the numbers, types and grades of employees and~~
1148 ~~qualifications. Employees will be given an opportunity to volunteer. Management will~~
1149 ~~select based on SCD. Should there be insufficient volunteers, management will use~~
1150 ~~inverse seniority to assign qualified employees to the skeleton staff.~~

1151

1152 **Section 21.22. Workplace Violence**

1153

1154 The prevention of violence in the workplace by non-employees is a mutual concern to
1155 both the Agency and the Union. ~~As determined by management~~ **¶The Agency will take**
1156 **appropriate action to abate unacceptable forms of conduct by non-employees to ensure**
1157 **a safe work environment. The Agency will make every effort to expel or ban from**
1158 **SSA offices all non-employees who engage in workplace violence or threats of**
1159 **workplace violence.**

1160

1161 **Section 22. 23. Wellness**

1162

1163 **A.** SSA will provide wellness-related information such as stress, smoking cessation,
1164 health, nutrition and fitness, on an Agency-wide website, which can be accessed
1165 using the following link: <http://co.ba.ssa.gov/ope/ces/ces.htm>. The information on
1166 this website may be supplemented, as applicable, on regional wellness websites,
1167 which can be accessed using the following link:

1168 http://co.ba.ssa.gov/ope/ces/CLRC/clrc_regionalwl.htm. **All information**
1169 **provided on the links must have AFGE concurrence from the General**
1170 **Committee Health and Safety Committee.**

1171
1172 **B.** **Employee health is an employee right. Employees will be given monthly**
1173 **information on wellness including such topics as weight management and**
1174 **control, proper exercise and nutrition, dental health, respiratory and**
1175 **cardiac health, etc and websites to find such information. Regional**
1176 **Wellness Coordinators will be listed on the Region’s web pages. They will**
1177 **provide employees in each region, after consultation with AFGE or their**
1178 **health and safety designees, the opportunity to post information on the**
1179 **regional wellness site each month. Employees will also be given**
1180 **administrative time to view wellness-related IVT broadcasts and videos**
1181 **each month. AFGE may provide wellness information for distribution by**
1182 **the Regional/National Wellness Coordinator.**

1183
1184 **C.** **The National-level Health and Safety Committee will develop an annual**
1185 **Federal Fitness Month Program. Management in each facility will meet**

1186 with the designated AFGE health and safety representative to work out a
1187 program of federal fitness month observation. Observances may include,
1188 but not be limited to, lectures, blood pressure testing and screenings, as
1189 well as an annual opportunity to enable the office facility or group of
1190 employees to go on a walk/run for at least one hour of administrative time
1191 or equivalent activity.

1192
1193 D. The parties agree to intensify efforts to assist employees in reducing
1194 weight. Participating employees will be provided administrative time for
1195 such programs.

1196

1197 **Section 24. Fugitive Felons and Sting Operations**

1198

1199 **A.**

1200 1. Management will make every effort to keep fugitive felons from coming in
1201 to the Field Offices.

1202 2. Management will make every effort to prevent the arrest of felons and
1203 parole violators on premises where bargaining unit employees work.

1204 3. If an interviewer becomes aware that a member of the public with whom
1205 an interview is required is an escaped felon or parole violator, the
1206 interviewer may conduct the interview by phone if possible. If this is
1207 not possible, then protective measures will be afforded the employee
1208 conducting the interview.

1209 **4. Management intends to develop a payment status code that would apply**
1210 **to ineligible individuals.**

1211

1212 **B.**

1213 **1. The Agency will not use SSA employees to participate in any sting**
1214 **activities regarding fugitive felons or for any other law enforcement**
1215 **purpose. If fugitive felons visit an SSA office, SSA employees will not**
1216 **be used in assisting law enforcement to apprehend such fugitives.**
1217 **SSA will encourage law enforcement agencies to refrain from arresting**
1218 **and/or apprehending suspects in SSA space.**

1219

1220 **2. If a law enforcement agency enters SSA space to arrest or question a**
1221 **suspected fugitive felon or someone suspected of illegal activity, SSA**
1222 **will use every effort to ensure the health and safety of Agency**
1223 **employees. Such efforts will include evacuating the office if SSA has**
1224 **advance notice and such evacuation can be accomplished without**
1225 **endangering employee's health and safety. Alternately, SSA will**
1226 **consider Shelter-In-Place or a methodology for protecting the health**
1227 **and safety of employees, if law enforcement agencies insist on using**
1228 **_____ confronting suspects on Agency space.**

1229

1230 **3. SSA will notify the Union when law enforcement officials enter SSA**
1231 **space to engage in law enforcement activity. Such notice will include**

1232 **date, time and purpose of encroachment.**

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1246 **APPENDIX A**

1247

1248 **Indoor Air Quality**

1249

1250 **A. The parties agree that all SSA employees are entitled to work in an**

1251 **environment containing safe and healthful indoor air quality.**

1252 **B. The Administration shall provide safe and healthful indoor air quality by**

1253 **conforming to laws, guidelines, regulations and/or policies issued by**

1254 **federal regulatory agencies such as OSHA, EPA and GSA.**

1255 **C. Onsite investigations/inspections will be conducted when a problem**
1256 **concerning INDOOR AIR QUALITY or BUILDING RELATED ILLNESS is**
1257 **formally brought to management's attention. These**
1258 **investigations/inspections shall meet the criteria of the GSA Federal**
1259 **Property Management Regulations and the American Society of Heating,**
1260 **Refrigerating and Air Conditioning Engineers (ASHRAE), the protocols of**
1261 **OSHA or the American Conference of Government Industrial Hygienists.**

1262 **D. In compliance with engineering standards, SSA shall maintain ventilation**
1263 **efficiency by:**

- 1264 **1. ensuring that, as appropriate, outdoor air supply dampers and**
1265 **room vents are open;**
- 1266 **2. removing or modifying partitions or obstructions which block fresh**
1267 **air flow;**
- 1268 **3. balancing the system to prevent inflow or outflow of contaminated**
1269 **air due to pressure differentials between rooms.**

1270 **E. In all facilities occupied by SSA employees, the Administration shall ensure**
1271 **that:**

- 1272 **1. filtration, electronic cleaners, chemical treatment with activated**
1273 **charcoal or other absorbents are used.**
- 1274 **2. humidity is maintained in accordance with ASHRAE standards.**
- 1275 **3. temperatures are maintained in the range which is currently a**
1276 **maximum of 76-80 degrees in the cooling season and a minimum**

1277 **of 65-70 degrees in the heating season.**

1278 **4. appropriate measures are taken to minimize and/or eliminate the**
1279 **impact of contamination from outside sources such as garages,**
1280 **cooling towers, building exhausts, etc. Where the levels of such**
1281 **contaminants become health-threatening, management will either**
1282 **seek to relocate or evacuate the facility.**

1283 **F. Microbial contamination**

1284 **The Employer agrees to eliminate or control all known and potential**
1285 **sources of microbial contaminants by assessments and appropriate**
1286 **response to all areas where water collection and leakage has occurred**
1287 **including floors, roofs, HVAC cooling coils, drain pans, humidifiers**
1288 **containing reservoirs of stagnant water, air washers, fan coil units, and**
1289 **filters. Such response will normally require prompt cleaning and repair**
1290 **of contaminated areas.**

1291 **Also the Agency agrees to:**

1292 **1. Clean and disinfect or remove and discard porous organic**
1293 **materials that are contaminated (e.g., damp insulation in**
1294 **ventilation system, moldy ceiling tiles, and mildewed**
1295 **carpets);**

1296 **2. Clean and disinfect nonporous surfaces where microbial**
1297 **growth has occurred with detergents, microbicides or other**
1298 **biocides and insuring that these cleaners have been**

1299 removed before air handling units are turned on.

1300 In leased space, the Administration will deal with the leasor and/or GSA
1301 to achieve these objectives.

1302 **G. Renovation and Construction**

1303 **The Administration will:**

1304 1. Isolate areas of renovation, painting, carpet laying, pesticide
1305 application, etc., from occupied areas that are not under
1306 construction;

1307 2. Perform this work during evenings and weekends. Ensure
1308 that contaminated concentrations are sufficiently diluted
1309 prior to occupancy;

1310 3. Supply adequate ventilation during and after completion of
1311 work to assist in dilution of the contaminant level;

1312 4. In leased space, the Administration will work with the leasor
1313 and/or GSA in order to achieve and maintain these
1314 standards.

1315

1316 **H. Air Quality Bill of Rights.**

1317

1318 **AFGE and SSA jointly declare that all SSA employees have the inalienable**
1319 **right to good air quality. The Agency will make every effort to ensure that**
1320 **SSA facilities will meet the following parameters:**

1321

1322 **1. Ideal office temperatures will be 68-72 in the heating season**

1323 **2. Ideal office temperatures will be 72-76 in the cooling season**

1324 **3. Appendix A, Section E (3) lists the absolute minimum and maximum**
1325 **temperatures.**

1326 **4. Humidity levels will be maintained between 35-45 percent.**

1327

1328 **Management must make every possible effort to ensure that air quality within**
1329 **all SSA facilities is balanced, particularly in field office facilities which may**
1330 **have separate doors or offices as well as front end interviewing areas and**
1331 **reception areas.**

1332

1333 **To ensure compliance with temperature parameters, the agency will provide**
1334 **at least two digital thermometers to both SSA and AFGE management**
1335 **designees for each facility with two additional thermometers assigned to each**
1336 **facility for every 30 additional employees. Management will be required to**
1337 **ensure that all thermometers are properly calibrated. AFGE health and safety**
1338 **representatives will be kept informed of all calibration activities. The**
1339 **thermometers will be used to document temperatures to ensure that they**
1340 **meet the requirements stated in this section.**

1341

1342 **SSA will supply devices which will measure humidity levels in each**
1343 **installation.**

1344

1345 **Special care will be taken to ensure that the needs of any employee with any**
1346 **disability requiring additional heat/cooling are met.**

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1359 **APPENDIX B**

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1361 **DOMESTIC VIOLENCE/DISCLOSURE OF EMPLOYEE INFORMATION**

1362

1363 **A. The intent of the Agency's Domestic Violence/Disclosure of Employee**
1364 **Information Program is to develop procedures for protecting the**
1365 **release of information about victims of domestic violence and those**
1366 **who fear for their personal safety due to threats of another.**

1367 **Additionally, the intent of the program is to also protect individuals**
1368 **whose lives could be in danger or threatened if their whereabouts**
1369 **were to be divulged.**

1370 **B. SSA will generally not disclose information where the data sought is a**
1371 **list of names, present or past position titles, grades, salaries,**
1372 **performance standards and/or duty stations of federal employees**
1373 **which:**

1374 **1. is selected in such a way that would reveal more about the**
1375 **employee on whom information is sought than the six above**
1376 **items or would otherwise compromise the employee’s health**
1377 **and safety, the disclosure of which would constitute a clearly**
1378 **unwarranted invasion of personal privacy; or**

1379 **2. would otherwise be protected from mandatory disclosure**
1380 **under an exemption of the FOIA;**

1381 **3. only management and administrative staff may disclose FOIA**
1382 **information for any employee.**

1383 **C. Employees whose health and safety could be jeopardized by disclosure**
1384 **of FOIA information may request that their name be placed on a**
1385 **national Protected Disclosure List (PDL). In order to participate in the**
1386 **program, employees will self identify by submitting a request in writing**
1387 **and provide documentary justification. In cases of domestic violence,**
1388 **such documentation would include submitting a protection order or**
1389 **other evidence listed in POMS RM00205.045(E). SSA will evaluate the**

1390 **evidence and make a determination within five (5) days whether to**
1391 **place the employee on the PDL. If the employee is disapproved for**
1392 **participation, the Agency will provide a written explanation for the**
1393 **denial.**

1394 **D. The PDL will be housed in a web based database that is password**
1395 **protected, accessed by management and administrative staff, on a**
1396 **need to know basis, in a match/no match format. Information in the**
1397 **national PDL database must be updated and reviewed on a periodic**
1398 **basis. The database should be formatted with an automatic tickle date**
1399 **to alert management to assess the need for an employee's continuing**
1400 **inclusion on the PDL.**

1401 **E. Access to the database that contains the six (6) elements of identifying**
1402 **information for employees will be by designated staff in each Regional**
1403 **Personnel Office (RPO). All calls or requests for employee locations**
1404 **will be referred to each RPO. If the employee's name is not on the PDL,**
1405 **the information will be released.**

1406 **F. When a FOIA request is made for information regarding an employee on**
1407 **the PDL, the employee will be notified prior to disclosure. If the**
1408 **employee does not give permission to disclose the information**
1409 **immediately, SSA will require that the third party make the request in**
1410 **writing. If the employee objects to release of the information, the**
1411 **Agency will withhold the information to the extent allowed by law and**
1412 **afford the opportunity for the employee to take protective action.**

1413 **G. In severe situations, the Agency will seriously consider reassigning or**
1414 **detailing employees to positions in other locations, for which they are**
1415 **qualified, who are at risk either due to abusive relationships or who fear**
1416 **for their personal safety due to threats from another.**

1417 **H. Employees listed on the PDL will have their work address and telephone**
1418 **number removed from the Outlook database at the time the employee is**
1419 **approved for participation in the program.**

1420 **I. The Agency will take whatever action is necessary to ensure that**
1421 **individuals on the PDL are not listed in the Federal White Pages.**

1422 **J. SSA will establish a comprehensive Domestic Violence/Disclosure of**
1423 **Information Program to:**

- 1424 **1. Provide mandatory training about domestic violence.**
- 1425 **2. Develop a training package for management to address domestic**
1426 **violence problems, including counseling employees, referring**
1427 **employees to EAP, arranging hardship transfers and temporary**
1428 **duty assignments, providing extra security for the facility as**
1429 **appropriate, etc.**
- 1430 **3. Train all employees on the Domestic Violence/Disclosure of**
1431 **Employee Information Program.**
- 1432 **4. Train all employees on how they can apply to be listed on the**
1433 **PDL.**
- 1434 **5. Ensure annual observance of domestic violence month. Such**

- 1435 **observance should include posters, Commissioner Bulletins,**
1436 **speakers, videos, Oasis articles, pamphlets, etc.**
- 1437 **6. The Agency training on domestic violence/disclosure of employee**
1438 **information program will be through IVT and VOD. The Agency**
1439 **will include pertinent aspects of this program on its website and**
1440 **inform all employees of the specific location of such information.**
- 1441 **7. The Agency will seek recommendation of the joint National**
1442 **Training Committee regarding content of the IVT and VOD**
1443 **training package prior to final decisions regarding training**
1444 **content.**

1445

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1449 **APPENDIX C**

1450 **INCIDENT REPORTING**

1451

1452 **A. PURPOSE**

1453

1454 **The Automated Incident Reporting System (AIRS) is an online incident**
1455 **based reporting system through which data is collected for incidents**
1456 **occurring in Social Security Administration (SSA) facilities nationwide that**

1457 **affect the safety and security of SSA personnel, property or operational**
1458 **capabilities. Incidents are criminal and non-criminal events, including**
1459 **threats or potential threats that affect the security and safety of SSA**
1460 **employees, guards, visitors, facilities and records.**

1461

1462 **B. REQUIRED STANDARDS FOR DOCUMENTING THREATS**

1463

1464 **The standards for documenting, collecting, reporting, analyzing and**
1465 **disseminating information about incidents that occur in SSA facilities will**
1466 **be made through the use of the AIRS. AIRS is designed to produce**
1467 **detailed, accurate and meaningful data for:**

1468

- 1469 **1. Documenting security issues and vulnerabilities**
- 1470 **2. Developing training packages and other programs focused on**
1471 **preventive security measures.**
- 1472 **3. Justifying additional protective measures such as electronic security**
1473 **systems, contract guard services, etc.**
- 1474 **4. Justifying needed funding resources.**
- 1475 **5. Promoting change in Agency and/or regional policy and guidelines;**
1476 **and**
- 1477 **6. Developing and effectuating the Agency’s Physical Protective**
1478 **Security Program.**

1479

1480 **C. APPLICABILITY**

1481

1482 **The Policy on Domestic Violence applies to all SSA offices including:**

1483

1484 **1. Headquarters (HQ)**

1485 **2. Regional Offices (RO)**

1486 **3. Field Offices (including Contact and Resident stations)**

1487 **4. Program Service Centers (PSC)**

1488 **5. Teleservice Centers (TSC)**

1489 **6. Data Operations Center (DOC)**

1490 **7. Office of Disability, Adjudication and Review (ODAR)**

1491 **8. ODAR ROs**

1492 **9. ODAR Hearing Offices**

1493 **10. ODAR Remote HOs**

1494 **11. Office of Quality Performance ROs and Satellite Offices**

1495

1496 **D. POLICY**

1497

1498 **Management is responsible for documenting all incidents that directly or**

1499 **indirectly adversely impact the safety and security of SSA personnel,**

1500 **visitors and property by completing the AIRS Incident Alert, obtaining**

1501 **statements of reports prepared by employees, guards, or others, and**

1502 **attaching them to Incident Alerts.**

1503

1504 **An Incident Alert must be completed whenever an 800 number employee**
1505 **requests a call trace regardless of the type of call. If the 800 or other Office**
1506 **receives a call where a claimant has threatened another office they are to**
1507 **fill in the “Office Involved Field” on the AIRS form.**

1508

1509 **When a threat is received by SSA (e.g., 800 number, field office, or other**
1510 **component) via the telephone, mail, Internet, etc, good judgment must be**
1511 **exercised in handling the threat. If someone threatens an SSA office or an**
1512 **individual(s) at an office, during a time when the office is closed for**
1513 **business (e.g. before or after normal business hours for that office, the**
1514 **procedures set forth in GAM 12.07.02(c) will be followed.**

1515

1516 **Management and the Union, through the AFGE General Committee/SSA**
1517 **Health and Safety Committee, shall evaluate the offices’ Incident Alerts, on**
1518 **a quarterly basis, to determine whether or not improvements in the office**
1519 **security program, changes in office configuration, or other security**
1520 **enhancements might be warranted. In addition, the Agency will provide the**
1521 **Union with a copy of the Commissioner’s Daily Report of Violent Incidents.**

1522

1523 **E. UNION NOTIFICATION**

1524

1525 **Management is responsible for ensuring that the designated Union health**

1547 video display terminals and printers, ergonomic furniture and
1548 chairs, ergonomic accessories such as footrests, wrist rests,
1549 document holders, glare screens, and other ergonomic
1550 equipment, the Administration will use NIOSH, OSHA and ANSI
1551 standards, to the degree that they do not conflict with each other.
1552 Where such conflicts exist, the Administration will ordinarily use
1553 the ANSI standards.

1554 2. SSA will make every reasonable effort to provide employees, as
1555 appropriate, with ergonomic workstations. (Ergonomics is the
1556 process of adapting products and processes to human
1557 characteristics and capabilities in order to improve people's well
1558 being and to optimize productivity.) Where a workstation contains
1559 a VDT or other ADP keying equipment, at least one work surface
1560 per workstation will be adjustable and it will be designed to
1561 minimize unnecessary and/or otherwise awkward work postures
1562 and working movements. Efforts will be made to enable the
1563 employee to vary work posture and movement.

1564

1565 **B. Technological Environment Advisory Committee (TEAC)**

1566 The Administration and the Union have agreed to form a
1567 Technological Environment Advisory Committee. The committee will
1568 be composed of twelve (12) members. Six (6) members will be
1569 appointed by the Union and six (6) members by the Administration. It

1570 shall meet to develop proposals for guidelines for the timely
1571 purchase and use of ergonomic workstations and associated
1572 equipment according to current ergonomic factors. The TEAC will
1573 also discuss and provide recommendations regarding possible
1574 revisions to Form SSA-5510BK and/or future purchases of video
1575 display terminals. The TEAC will also provide recommendations
1576 requiring VDT maintenance issues such as excess radiation, voltage
1577 and other maintenance issues.

1578 All TEAC recommendations will be referred to the AFGE/SSA Labor
1579 Management Forum for final decision. If the AFGE/SSA Labor
1580 Management Forum is unable to agree regarding adoption of the
1581 TEAC recommendations, the Article 41 Labor Management Forum
1582 dispute resolution process will be utilized to resolve the
1583 disagreement.

1584 The semiannual meetings will be for three days. By mutual consent,
1585 meetings can be extended. Management will pay for all meeting-
1586 related travel expenses as well as per diem and if used, expenses of
1587 an ergonomist.

1588

1589 **C. Safe and Healthy Ergonomic Environment**

1590 **1. Lighting**

1591 **a. VDT's shall be placed perpendicular to and away from**

1592 windows and between rows of lights, to avoid
1593 excessive glare. Where such an arrangement is not
1594 possible, windows shall be fitted with blinds or drapes;

1595 b. Where the efforts in (a) above have not satisfactorily
1596 resolved the problem of excessive glare, employees
1597 who operate a VDT will, upon request, be furnished with
1598 an anti-glare screen;

1599 c. An articulating task light which is adjustable in direction
1600 and intensity will be provided for users upon request;

1601 d. ANSI standards and recommendations for overhead
1602 lighting levels shall be followed. Management will
1603 ensure that lighting levels do not exceed 200 to 500 lux.

1604 **2. Keyboard and Screen**

1605 a. Keyboards should be placed on a level and stable
1606 surface for normal keying function.

1607 b. Keyboards, in combination with their supporting
1608 surface, chair and other furniture shall permit users to
1609 adopt and maintain neutral wrist positions.

1610 c. Screens shall be easily adjustable for brightness and
1611 contrast.

1612 d. Screens shall be adjustable horizontally and vertically
1613 to fit the user's line of vision in accordance with ANSI

1614 standards.

1615 e. Employees who operate a VDT will, upon request, be
1616 provided with adaptive devices such as a padded wrist
1617 rest, mouse pads, document holders that have
1618 adjustable height and tilt, foot rests, keyboard trays and
1619 other appropriate adaptive devices designed to prevent
1620 repetitive strain injuries.

1621 f. All employees who operate a VDT will be issued an
1622 ergonomic keyboard.

1623 **3. Printers**

1624 Printers will be placed in a manner so that employees do
1625 not have to excessively bend, stoop or reach to remove
1626 printed matter.

1627 **4. Chairs and Desks**

1628 a. The Employer will provide at each terminal, ergonomic
1629 adjustable chairs designed to minimize
1630 musculoskeletal discomforts. Terminal chairs will have
1631 the below listed features:

1632 (1) five legs

1633 (2) swivel capability of 180 degrees

1634 (3) fully adjustable and controls easily operated

1635 (4) seat height adjustable from approximately 16

- 1636 **inches to 20.5 inches**
- 1637 **(5) back height three-quarter to full**
- 1638 **(6) adjustable incline of back and seat**
- 1639 **(7) adjustable lumbar support**
- 1640 **(8) free of sharp edges or protrusions**
- 1641 **(9) seat and back cushions of a porous cloth**
- 1642 **covering easily cleaned or replaced**
- 1643 **(10) controls readily accessible from a seated position**
- 1644 **(11) front edge of seat pan rounded downward**
- 1645 **(12) seat pan 15 inches wide and 17 inches deep**
- 1646 **(13) upholstery will be compressible at a**
- 1647 **minimum in the range of approximately 1/2"**
- 1648 **to 1"**

1649 **At least one work surface of a workstation shall be user adjustable to**

1650 **accommodate different surface heights for the monitor and the**

1651 **keyboard. The surface adjustment controls of the work surface**

1652 **which holds the monitor and keyboard shall be readily accessible**

1653 **and easy to operate.**

1654 **b. Leg space under the work surface shall be adequate and**

1655 **unobstructed.**

1656 **c. Work surface size will be adequate to accommodate**

1657 **other task dependent items such as paper, document,**
1658 **manuals, etc., and adaptive devices.**

1659 **d. At a minimum, ANSI standards on seating will be**
1660 **followed.**

1661 **5. Special Needs**

1662 **Employees with special needs stemming from factors such as**
1663 **height, weight or disability will be accommodated on a case-by-**
1664 **case basis.**

1665 **6. Each field office will have front end interviewing workstations with**
1666 **an adjustable surface for the VDT.**

1667 **7. Ergonomic chairs, as described above, will be used at reception**
1668 **counters. Stools will not be used at reception counters.**

1669 **D. Maintenance**

1670 **Whenever a problem with a VDT, accessory or chair is identified and**
1671 **reported, management will promptly investigate and, as appropriate,**
1672 **timely initiate the necessary adjustments, repairs or replacement.**
1673 **Equipment which cannot maintain proper adjustment shall be repaired**
1674 **or replaced.**

1675 **1. The Employer will ensure that VDT screens will not emit**
1676 **excessive radiation and that VDT voltage emissions shall be**
1677 **within manufacturer specifications.**

1678 **2. For VDTs, employees should report problems such as: the**

1679 **screen is flickering, the image is not clear and/or does not fill**
1680 **the screen, the contrast or brightness adjustments do not**
1681 **appear to be working, etc.**

1682 **3. The employees will be given information and a checklist by the**
1683 **Employer regarding proper VDT maintenance on a yearly**
1684 **basis.**

1685 **4. Cleaning supplies for use with the VDTs will be made available**
1686 **by the Administration. Employees will be instructed on their**
1687 **proper use.**

1688 **E. VDT Breaks**

1689 **Where an employee uses a VDT or other keying device for at least one**
1690 **hour, he/she shall receive a 5-minute non-VDT work break for every hour of**
1691 **utilization. Such breaks will be in addition to regularly scheduled rest**
1692 **periods and will be for the purpose of performing assigned work not**
1693 **requiring use of the VDT or other keying devices. This does not preclude**
1694 **employees from receiving rest breaks when suitable non-VDT work is not**
1695 **available.**

1696 **F. Medical Conditions**

1697 **1. The Employer will make every reasonable effort to**
1698 **accommodate pregnant VDT operators who request transfer**
1699 **to another function. Where suitable alternate work is not**
1700 **available, more stretch breaks will be allowed and a liberal**

1701 **leave policy will be followed.**

1702 **2. At their request, and upon recommendation by a physician,**
1703 **employees with a medical condition shall be reassigned from**
1704 **duties involving VDTs or shall be moved from the vicinity of**
1705 **VDTs.**

1706 **G. Training and Education**

1707 **1. The Agency shall develop and distribute a written guide for the**
1708 **safe and healthful operation of VDTs and associated equipment.**
1709 **The guide shall include, but not be limited to instructions on**
1710 **relaxation exercises for visual and musculoskeletal strain, the**
1711 **proper use of footrests and wrist rests, adjusting furniture,**
1712 **proper posture and other beneficial work habits. As new**
1713 **information becomes available, it shall be incorporated into this**
1714 **guide. Union input will be considered for incorporation.**

1715 **2. VDT users shall be trained on the normal use of VDTs, furniture**
1716 **and associated equipment and its safe and healthful operation.**
1717 **Such training shall ordinarily be made available through formal**
1718 **classes, in-service training, on-the-job training, VOD and/or**
1719 **training provided by manufacturers or vendors.**

1720 **3. At least one employee in each facility will be provided train-the-**
1721 **trainer instruction in proper use of adjustable/ergonomic**
1722 **furniture.**

1723 **4. The Agency will permit and encourage employees to do non-**
1724 **strenuous stretching exercises that are socially acceptable in**
1725 **an office setting to relieve physical stress and/or discomfort.**
1726 **Some of these exercises may be performed by the employees**
1727 **at their work station during the work time as necessary. The**
1728 **need for this will vary from employee to employee. Participation**
1729 **will be voluntary.**

1730 **H. Miscellaneous**

1731 **1. Article 4 is applicable to any change in floor plans or any site**
1732 **preparation.**

1733 **2. Wiring for terminals shall be accomplished in such a way as to**
1734 **prevent tripping hazards.**

1735 **3. At this time, SSA has no plan to use machine pacing in field**
1736 **offices. However, should SSA propose to implement machine**
1737 **pacing, it will provide advance notice to the Council President**
1738 **and an opportunity to the Union to bargain in accordance with**
1739 **this agreement.**

1740 **4. All SSA field offices will be configured as Front End Interviewing**
1741 **(FEI) facilities within 18 months of the effective date of this**
1742 **Agreement. SSA will provide advance notice and opportunity to**
1743 **bargain in each facility that will be converted to FEI.**