Article 3

Employee Rights

Section 1. Right to Unionism

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

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

Section 2. Personal Rights

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

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

The parties further agree that bullying is prohibited in the workplace and will not be tolerated. The agency will provide information on “Bullying in the Workplace” on the agency website.

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

C. SSA will make every reasonable effort to continue existing arrangements / accommodations for the secure storage of appropriate personal belongings. Any search of these accommodations must be done in compliance with applicable Agency-wide procedures/policies, dated 02/08/2008. If the Agency decides to modify existing Agency-wide procedures/policies, it will provide appropriate notice to the union and the opportunity to bargain to the extent required by 5 USC Chapter 71.When new furniture is installed, the furniture will contain lockable, secure space for the storage of personal belongings.

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

E.

1. SSA will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work relatedconversations, in private.

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

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

F. All employees who are new to a facility will be introduced to the staff during the first weekthey report for duty.

G.

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

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

H. The Employer will continue to provide retirement planning information to bargaining unit employees who are within three years of retirement eligibility. Such information may include, but is not necessarily limited to, individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, Federal benefits options, best retirement dates, Thrift Savings Plan (TSP), TSP withdrawal options, etc. When in-person seminars are not available (e.g., certain field components not located within a metropolitan area), the Agency will continue to make retirement information available to employees within three years of retirement eligibility through available technology.

I. Health Insurance Plan Information

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

2. The agency will continue to provide information on health care providers on the SSA Intranet.

J. Complaints to management about an employee from members of the public or co-workers shall be brought to the attention of the employee as soon as possible, after management receives the complaint.

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

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

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

N. The agency will continue to provide information on elder care issues such as nursing homes, home health care agencies, assisted living facilities, elder law, financial counseling and medical advice.

Section 3. Whistle-Blower Protection

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of any law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, unless the disclosure is specifically prohibited by law.

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

Section 4. Official Records and Files in General

A.

1. No personnel record may be collected, maintained, disclosed*,* or retained except in accordance with law, government-wide regulations, SSA Personnel Policy Manual S293 and this agreement. If the Agency initiates changes to SSA Personnel Policy Manual S293 or other policy that affects official records or files, it will provide appropriate notice to the Union and the opportunity to bargain to the extent required by 5 USC Chapter 71. All personnel records are confidential, shall only be viewed or disseminated by officials/employees with an administrative need to know and must be retained in a secure location. Official personnel folders may be located at certain administrative centers.

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

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

B.

1. Employees and/or their authorized representatives shall have the right and be granted a reasonable amount of duty time (employee) or **taxpayer-funded union time** ~~official time~~ (authorized Union representative) to examine any of their personnel records in the presence of a management official. The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in such records.

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

3. The parties agree to incorporate the eOPF MOU dated March 15, 2010.

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

D. Personal notes pertaining to an employee not qualifying as a system of records under the Privacy Act may only be kept and maintained by and for the personal use of the management official who wrote them. Such notes will not be disclosed to anyone. These notes must be maintained in a secure location. Personal notes shown or circulated to anyone must be maintained in accordance with this Section. These personal notes or memory joggers will not be used to circumvent timely disclosure to an employee, nor may they be used to retain information that should properly be contained in a system of records such as the SSA-7B file. The personal notes will be kept or destroyed as the manager who wrote them sees fit. If any of these conditions are broken, these personal notes are no longer mere extensions of the supervisor’s memory and become records subject to the Privacy Act.

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

After 12 months, information contained in a memory jogger must be reduced to writing and put into a system of records or it cannot be used in an administrative action taken against an employee.

Section 5. SSA-7B Extension File

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

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

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

D. Employees shall be advised of the nature, location and purpose of their SSA-7B Extension File or electronic equivalent. Employees shall be notified and given a copy of any material placed in the SSA-7B Extension File or electronic equivalent within three (3) working days. Employees should acknowledge receipt bysignature. It is understood such acknowledgment does not constitute agreement with the contents. It is understood an employee may request and, within reason, receive additional copies at any time.

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

Section 6. Representational Rights

1. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on **taxpayer-funded union time** ~~duty time~~. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right, unless there is a need to provide immediate service balanced with the employee’s need to meet with a union representative*.*

If the employee’s request to meet with the union representative **on taxpayer-funded union time** cannot be immediately approved, management will make a reasonable effort to allow the employee to meet with the union representative by the end of the work day that the request was made. If management cannot accommodate the employee’s request, the employee will be allowed to meet with his/her union representative the next work day **on taxpayer-funded union time**. Delaying an employee’s release will extend by one workday any time limits that may apply to the representational matter.

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

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

D.

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

This section is not intended to preclude any Union involvement in such surveys that may exist in accordance with 5 U.S.C. 71.

It is further understood that employee surveys will conform to the requirements of 5 U.S.C. 71.

1. If the agency elects to use focus groups that utilize bargaining unit employees, the agency will consult with AFGE on the number of bargaining unit participants, which employees participate, the topics to be discussed, etc.

E.

1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, including those conducted via electronic communication media (e.g., IVT, conference call), between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions to the extent required by law or any personnel policy or practices or other general condition of employment. The agency will give the designated Union representative sufficient advance notice to exercise its rights under this section.

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

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

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

H. Confidentiality in OIG Investigations

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

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

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

I. Last Chance Agreement

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

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

3. All Last Chance Agreements must have a specific duration period, not to exceed two years for terminations and not to exceed one year for all other disciplinary or adverse actions.

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

K. The Agency will encourage law enforcement officials, including the Department of Justice, to prosecute any alleged violation of 18 U.S.C. 1114 relative to workplace violence by members of the public.

Section 7. Voluntary Activities

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

Section 8. Outside Employment

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

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

Section 9. Timely and Proper Compensation

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

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

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

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

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

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

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

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

c. Missing or undelivered salary check;

d. Lost or stolen salary check.

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

a. Employee is already delinquent repaying a prior debt (e.g., outstanding travel advance, salary overpayment, etc.);

b. Employee has resigned or transferred out of SSA.

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

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

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

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

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

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

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

Section 10. Statutory Requirements

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

Section 11. New Employee Orientation

1. Goal of Employee Orientation

An effective Orientation Program provides employees with information regarding their rights, benefits, roles and responsibilities as employees of the Agency.

1. Notification and Information
2. The Agency will determine the length, contents, agenda and delivery method of the orientation. The Union will be included on the agenda for purposes of addressing new bargaining unit employees.
3. The Agency will make every effort to schedule employee orientation during a regularly scheduled work week of Monday through Friday.
4. The Union will be notified in advance of the scheduled dates for employee orientation, normally not less than ten (10) days prior to the orientation session.
5. Employees will be provided a link to the SSA-AFGE National Agreement in their orientation package.
6. Make information available regarding the retirement and Thrift Savings Plan.