

pm 8/15/08

Article 9
UNION ACCESS TO EMPLOYER SERVICES

Section 1

The Employer will permit reasonable use of copying equipment to reproduce material related to labor-management relations program. The Employer reserves the right to insure that all materials being produced relate to the labor management relations.

Section 2

The Union may use the Employer's mailing system including e-mail and, where necessary, the external postage-paid mail system, to transmit or receive representational correspondence concerning the Employer's labor relations program. The Union is not authorized to these mail systems for internal Union business (including but not limited to the solicitation of membership, election of union officials, and collection of dues) as set forth in 5 U.S.C. §7131(b). The Employer accepts no responsibility for lost, damaged, opened or misrouted mail. In no case will the costs be more than nominal.

Section 3

The Employer agrees to provide the Union access to all current written issuances of covered operating divisions, as well as new issuances, updates, and amendments on personnel policies, practices, and working conditions and, upon request, to furnish the Union one (1) copy of the above, which may be in electronic form. The Employer will timely respond to such requests.

Section 4

- A. The Employer will distribute a hardcopy of this Agreement to each current bargaining unit employee represented by NTEU and will provide one hundred (100) copies to each of the Washington, D.C. headquarters chapters, except Chapter 282, to which the Employer shall provide two hundred (200) copies and Chapter 286, to which the Employer shall provide fifty (50) copies; one hundred (100) copies to NTEU's National Office; and fifty (50) copies to all other chapters. The printed Agreement will contain an alphabetized index and a table of contents.
- B. The Employer will also provide to National NTEU 25 copies of the Agreement on CD in the most current Microsoft Word version.
- C. The Employer will be responsible for providing copies of this Agreement in alternative formats, e.g., Braille, etc. if requested by a disabled employee.
- D. The Employer will reissue a hardcopy of only those articles that change as a result of any midterm bargaining outlined in Article 2 as a supplement. The Employer

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will distribute a hardcopy of the supplement in the same manner as it distributed the original Agreement.

Section 5

- A. All Union communications will clearly identify the Union as the source of the communication.
- B. The Union's usage of Employer services not addressed in this Article is limited to those matters for which official time is authorized in accordance with Article 10, Union Representatives/Official Time, of this Agreement.

Section 6

- A. The Union shall be permitted to maintain all offices and space it currently possesses. This space is provided for the exclusive use of the Union. Furthermore, the Union shall have the right to have the same number of computers, printers, and other equipment as it currently has. The Union shall also have the right to retain all existing computer/internet access rights, telephone lines, and voicemail boxes.
- B. At a minimum, each union office shall be furnished with a desk, desk chair, three (3) regular chairs, a four/five (4/5) drawer lockable cabinet, a telephone, a minimum of two (2) telephone lines, a computer or laptop (subject to the requirements of Section D below), a laser printer, the Employer's network and internet access, voicemail, and connections for the operation of the above-mentioned equipment.
- C. The local chapter may negotiate, however, at its sole option, for additional space if the local chapter does not have an office at every location where there are more than Sixty (60) bargaining unit employees represented by the chapter. Additionally, Section 6A above notwithstanding, if there is a relocation, the Union may, among all other negotiable issues, bargain for additional offices space.
- D. The Employer shall ensure that the Union's government-issued computer or laptop functions properly. Computers that do not function properly will be serviced or replaced as appropriate by the Employer.
- E. Union representatives will be given access to copy equipment, computers and fax machines in their local working areas for representational purposes.
- F. Because of the need to conduct some business in private, the Employer will give the Union access to private space/conference rooms on an "as needed" basis. The Union may use the Employer's conference rooms for representational discussions between employees and Union officials provided the conference space is available and provided the Operating Division occupying that space determines the

conference room is not needed for Employer work at the time requested. The Union will adhere to the conference room reservation process in place where the conference space is located. Conference rooms or any other Employer space may not be used for any non-representational activities (e.g., internal union business activities).

- G. The Employer will establish separate e-mail accounts for Union representatives for labor-management representational purposes upon request.
- H. If Employer laptops are available, Union representatives may take them on travel to conduct labor-management business. Where the Employer's IT supports WiFi, the Employer will provide WiFi cards for these laptops.
- I. Any use of conference space shall be at no cost to the Union, where there would be otherwise no cost to the Employer.

Section 7

- A. The Employer will also ensure that internet access allows the Union access to the NTEU website (www.nteu.org). The Employer will maintain a clearly titled and appropriately positioned link from its Intranet site as of the date of execution of this contract to the NTEU and NTEU chapters' home pages for ease and convenience of access by employees. The Union will maintain a link from the NTEU web site to the HHS Internet site as of the date of execution of this contract.
- B. Union transmissions (including electronic mail) are subject to the same standards that apply to all users. The Union may use broadcast e-mail (i.e., e-mails to broad groups of employees as distinguished from e-mails to one or a few addresses about specific representational matters) to communicate with bargaining unit employees concerning general representational matters related to the Employer's labor relations program. Union broadcast e-mails are subject to the same content requirements and must meet the same standards as material posted on bulletin boards.

The Union agrees to furnish the Employer (or the Employer's designated representative) with broadcast e-mails (and any attachments) for compliance review at least one (1) day before they are sent to employees.

Section 8

- A. The Employer will provide the Union with one-third (1/3) of the bulletin board space on all covered operating division bulletin boards, including bulletin boards in the HR offices, except where current practices permit a different arrangement. Existing local practice will continue with respect to what constitutes the Employer's official bulletin boards.

- B. The Union agrees to maintain its bulletin board in a timely, neat, and orderly condition. The posting of material on the bulletin board will be accomplished at the Union's expense, and the Union will ensure that no posting will violate the law or security of the Employer, or contain or libelous material. All postings will clearly identify the Union as the source of the material.
- C. Where permitted by the facilities or building management, the Union may also locate one (1) bulletin board per floor occupied by employees. The Union will pay for the boards and cost of installation. The board(s) will be for the exclusive use of the Union.
- D. The Employer will permit the Union to distribute Union literature in work areas during the non-duty time of the employees distributing the literature, where such distribution does not cause a disruption of the work flow of the Employer. Employees are advised not to read the material during work time.
- E. The Union agrees to furnish a copy of any material posted or distributed to the Employer or designee, normally at least one (1) workday in advance.

SECTION 9

A designated Union official in each chapter may request annually a schedule of authorized bargaining unit positions. Such schedule will include a breakdown by classification series, grade and step levels, post-of-duty, and number of positions occupied.